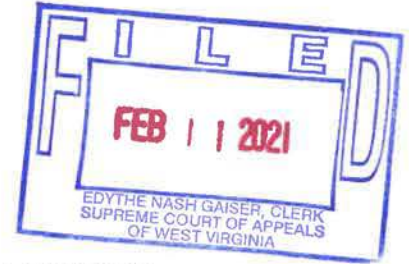


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BEFORE THE INVESTIGATIVE PANEL
OF THE LAWYER DISCIPLINARY BOARD
STATE OF WEST VIRGINIA

20-1027



IN RE: DAVID R. TYSON, a member of
The West Virginia State Bar

Bar No.: 3828
I.D. Nos.: 17-06-346, 19-06-361
19-06-365, 19-06-370
& 20-06-054

RESPONSE TO STATEMENT OF CHARGES

TO: Edythe Nash Gaiser, Clerk
Supreme Court of Appeals of West Virginia
State Capitol, Room E-317
1900 Kanawha Boulevard East
Charleston, WV 25305

Comes now, Scott Bellomy, counsel for David R. Tyson an responds to the Statement of
Charges filed by the Office of Disciplinary Counsel of the State of West Virginia as follows:

1. Respondent admits with paragraph 1.
2. Respondent admits with paragraph 2.
3. Respondent admits with paragraph 3.
4. Respondent admits with paragraph 4.
5. Respondent admits with paragraph 5.
6. Respondent admits with paragraph 6.
7. Respondent admits with paragraph 7.
8. Respondent admits with paragraph 8.
9. Respondent admits with paragraph 9.

10. Respondent admits with paragraph 10.

11. Respondent denies paragraph 11 and demands strict proof thereof. Respondent

contacted the Public Defender's office on numerous occasions by phone and by letter

inquiring how the Public Defender's office wanted him to amend the vouchers in

question and to determine the amount that he owed to the Public Defender's office.

Respondent as well as his office staff was told by employees of the Public Defender's

office that they would have to check into the matter and get back to them. At no time

did the Respondent or a member of his office staff receive a phone call or any

correspondence directing the Respondent how they wanted him to Amend the Vouchers

in question or the amount in question or how to repay the monies owed. As of this date,

Respondent still has not received any direction from the Public Defender's Office

regarding this issue. Respondent further states that he has never received any concern

of billing issues prior to filing a Complaint with the Office of Disciplinary Counsel so that

these billing issues could be addressed.

12. Respondent admits paragraph 12.

13. Respondent admits paragraph 13.

14. Respondent admits paragraph 14.

15. Respondent admits paragraph 15.

16. Respondent admits paragraph 16.

17. Respondent admits paragraph 17.

18. Respondent admits paragraph 18.

19. Respondent admits paragraph 19.

20. Respondent admits paragraph 20.

21. Respondent admits paragraph 21.

22. Respondent admits paragraph 22. Respondent further states that his attorney Tim Bailey responded to the correspondence referred to in paragraph 22, A, B, C, D, E, F, G, H, I. Respondent explained the errors made and explained to PDS and the ODC what the errors where and how they happened and amended the hours and requested that the Public Defender's Office provide them with the information on how to amend the vouchers and the amount that they were going to provide for the Respondent to repay.

23. Respondent admits paragraph 23.

24. Respondent admits paragraph 24.

25. Respondent admits paragraph 25.

26. Respondent admits paragraph 26.

27. Respondent admits paragraph 27.

28. Respondent admits paragraph 28. Respondent further states that he called the Public Defender's Office to discuss this matter and never received a return phone call as stated by the employee with the Public Defender's office. Respondent further states that he sent a letter regarding this matter and still received no response regarding this matter.

29. Respondent admits paragraph 29 and further states that the billing program in use were copying the hours input by Respondent and numbers being input by his office staff. That when the Respondent went into the program to reduce the hours to reflect what was written inside his files that the times were reverting back to the original numbers without the Respondent being aware that this was happening until it was called to his attention

by the complaint filed with the ODC. PDS had accepted the vouchers but did not contact the Respondent about the issue so that it could be corrected before filing a complaint with the ODC. Respondent was not aware of this issue and did not intentionally bill the incorrect times.

30. Respondent admits paragraph 30.

31. Respondent admits paragraph 31.

32. Respondent admits paragraph 32

33. Respondent admits so the records reflect. Respondent denies that any of the hours that were submitted were intentionally fraudulent.

34. Respondent admits that there are twenty-four hours in a day. Respondent admits that there were mistakes but denies the allegations that he INTENTIONALLY charged unreasonable fees and demands strict proof thereof. The Respondent further states that this was caused by an issue within the computer program that he used to record his billings. That he was unaware that this was happening when the data was transferred to the original billings which were sent to the Public Defender's office for payment and that it was poor office management.

35. Respondent denies that he violated Rule 3.3 Candor Toward the Tribunal. Respondent further states that he was unaware that the billing program was calculating his time incorrectly. That he did not make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal due to the fact that he was completely unaware that the errors were being made by the billing program.

36. Respondent denies paragraph 36 and Rule 8.4(b). Respondent further states that he was unaware that the billing program was not working correctly.

37. Respondent denies paragraph 37 and demands strict proof thereof. Respondent was not aware that the billing program was calculating the times incorrectly nor was he aware at the time he submitted the billings to PDS or the Circuit Court Judges that they were not for the actual and necessary times. Respondent further states that he did not knowingly engage in conduct involving dishonesty, fraud, deceit or misrepresentation. That he did not knowingly engage in conduct that is prejudicial to the administration of Justice. Respondent further that he had no idea that the billing program was incorrect. Respondent further states that he would never knowingly try to deceive the PDS or the Circuit Court Judges; that this entire issue was a mistake and he will cooperate in any way to correct the vouchers and repay the Public Defender's Office in full.

38. Respondent admits that the record reflects that his vouchers were stopped July 1, 2019. Respondent denies that the billing was intentional and fraudulent. Respondent further states that there were issues with his billing program and that he did not know that the billing program was not working properly. Respondent admits that the records so reflect as to answering in its entirety.

39. Respondent admits paragraph 39.

40. Respondent admits paragraph 40.

41. Respondent admits paragraph 41.

42. Respondent admits paragraph 42 in that the records so reflect as to answering in its entirety. Respondent further states that he denies that he knowingly and fraudulently

knew that the vouchers were incorrectly billed. Respondent further states that his billing program was not working properly. Respondent further states that he had no idea that the billings were being calculated incorrectly.

43. Respondent admits paragraph 43.

44. Respondent admits paragraph 44.

45. Respondent admits paragraph 45.

46. Respondent admits paragraph 46. Respondent further states that he had contacted the Public Defender's Office and explained the issues that he was having with the new system. Respondent was told that many attorneys were having the same issues with the new system. That system was having many issues and that the issues that the Respondent was having would be corrected and deleted from the system. As of today, there are still three vouchers that cannot be deleted from the Respondent's vouchers on his screen. That there were other vouchers that needed deleted that the Respondent is unaware to whether they were actually deleted from the system. That there are OVS numbers that when entered into the system they do not exist which are on the documents provided from the Public Defender Services. That the Respondent does not know why these OVS numbers are contained in this information. Respondent further states that he contacted the Public Defender's Office that there were a number of duplicated voucher's and he was assured that these vouchers would be deleted from the system. Respondent stated in his answer with the Public Defender's Office which vouchers were duplicated, and he was assured that these would be deleted from the system. Respondent is unaware if these have been deleted.

47. Respondent admits paragraph 47 but now recognizes that the billing program implemented was not working.
48. Respondent admits paragraph 48. Respondent further states that for some unknown reason some vouchers were duplicated by the PDS System. Respondent admits that some of the vouchers submitted did have mistakes on billing hours and times.
49. Respondent admits paragraph 49 and further states that there are still three vouchers that he is unable to delete from the home screen of the voucher payments system and has since amended the vouchers to zero, but they still appear on his home screen. He is unaware if the Public Defender has been able to delete these vouchers from the system since they still appear on his screen.
50. Respondent admits paragraph 50. Respondent further states that there have been no other issues since July 2019. Respondent further states that he has instituted internal controls to prevent such billing errors from occurring again.
51. Respondent admits in part but denies in part paragraph 51. Respondent further states that he did not go over the amount of time that the PDS referred to as the yearly amount that they referred to in the initial letter to the Respondent. Respondent further states that he was not paid by PDS for any of the 2019 vouchers in question from July of 2019. Respondent further states that had PDS contacted him about the issues with the individual voucher's he would have corrected the errors which he was not aware of.
52. Respondent admits paragraph 52.
53. Respondent denies paragraph 53 and demands strict proof thereof. Respondent further states that the records so reflect as to answering in its entirety. Respondent further

states that he did not knowingly or fraudulently submit incorrect vouchers. Respondent further states that he was unaware that his billing program was calculating his time incorrectly. Respondent did not knowingly submit incorrect vouchers to PDS or the Circuit Judges.

54. Respondent admits paragraph 54.

55. Respondent admits paragraph 55.

56. Respondent admits paragraph 56.

57. Respondent admits paragraph 57.

58. Respondent admits paragraph 58.

59. Respondent admits paragraph 59.

60. Respondent admits paragraph 60.

61. Respondent denies paragraph 61 and demands strict proof thereof. Respondent further states that he did not violate Rule 1.5(a) of the Rules of Professional Conduct. Respondent further states that he did not make an agreement to charge or collect an unreasonable Fee or an unreasonable amount for expenses. Respondent further states that he did not violate (a) or 1 through 8 of Rule 1.5.

62. Respondent denies paragraph 62 and demands strict proof thereof. Respondent further states that he did not violate Rule 3.3(a)(1) of the Rules of Professional Conduct. That he did not knowingly make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer. Respondent was completely unaware that the billing issues were happening until it was

brought to his attention by PDS. At no time did he know that these billing issues were happening.

63. Respondent denies paragraph 63 and demands strict proof thereof. Respondent further states that he did not commit criminal acts of fraudulent schemes in violation of W.Va. Code Section 61-3-24d, 2. Respondent did not violate Rule 8.4(d) of the Rules of Professional Conduct. Respondent did not commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects. The Respondent did not willfully deprive another of any money good, property or services by means of fraudulent pretenses, representations or promises and did not knowingly commit larceny thereof. The Respondent did not fraudulently obtain any money as part of a common scheme or plan. Respondent further states that he once again was unaware of the billing issues. Respondent further state that he knows there are 24 hours in a day. That he further states that he works diligently for his clients and works extremely long hours during the week and on weekends to represent the interest of his clients. He knows that there are 24 hours in a day and probably works most of those hours, but he is not oblivious enough to think he can bill over 24 hours and it would not be recognized by the Public Defender's Office.
64. Respondent denies paragraph 64 and demands strict proof thereof. Respondent did not knowingly submit vouchers to PDS and to circuit Judges which he knew were incorrect . He did not violate Rules 8.4(c) and 8.4(d) of the Rules of Professional Conduct. He did not engage in conduct involving dishonesty, fraud, deceit or misrepresentation. Respondent did not engage in conduct that is prejudicial to the administration of justice.

COUNT III

I.D. NO. 19-06-361

COMPLAINT OF WILLIARD E. BAYS (I)

65. Respondent admits paragraph 65.

66. Respondent admits in part and denies in part paragraph 66. Respondent further states that he had a meeting with Willard Bays and Janet Holbrook the lawyer that was managing Mr. Bays money. That Mr. Tyson and Mr. Bays agreed that he would pay Mr. Tyson a flat fee in the amount of \$10,000.00 to represent him regarding his charges in the Magistrate Court of Cabell County and to do Estate Planning work for him which included a Will, Living Will and Power of Attorney and Mr. Bays directed Janet Holbrook to write a check to Mr. Tyson in the amount of \$10,000.00 for these legal services. Respondent further states that there was no agreement that he would pay \$3,000.00 back to Mr. Bays. That Ms. Holbrook would not have agreed to such an arrangement. That the amount was only to represent Mr. Bays on his charges in Magistrate Court and to prepare the Estate Planning documents.

67. Respondent admits paragraph 67.

68. Respondent admits in part and denies in part paragraph 68. Respondent further states that he did represent Jamie Bias in 2018 on charges of Felonies with Possession and a capias. Respondent further states that there were approximately 8 to 9 hearings regarding these matters. That he did get Ms. Bias accepted in a Drug Rehab program. Respondent did get several continuances while Ms. Bias was in the drug rehab program. He also appeared at all the hearings. Respondent further states that Mr. Bays became very upset because when Ms. Bias

appeared at the hearing on the capias she appeared with her new boyfriend. That this upset Mr. Bays and he then became agitated toward Mr. Tyson which prompted Mr. Bays to file the Complaint toward Mr. Tyson with the West Virginia State Bar due to the fact that Mr. Bays was upset with the fact that he had spent money to help Ms. Bias and now she had a new boyfriend and it was an attempt to try to get his money refunded to him for Mr. Tyson's services.

69. Respondent admits in part and denies in part paragraph 69. Respondent further states that Ms. Bias did start using drugs again and did incur new criminal charges. Respondent did agree to represent Ms. Bias again and Mr. Bays again entered into a contract to pay the Respondent additional fees on the new charges. Respondent further state that if Mr. Bay's thought that Mr. Tyson owed him \$3,000.00 then why did he keep coming to Mr. Tyson and paying him additional fees if he felt Mr. Tyson owed him money. Respondent further states that at no time during these contractual agreements with Mr. Bays did he ever inform Mr. Tyson that he thought he was owed \$3,000.00.

70. Respondent admits paragraph 70.

71. Respondent admits paragraph 71.

72. Respondent admits in part and denies in part paragraph 72. Respondent did assert that he prepared the Will, Living Will and Power of Attorney for Willard Bays and that he prepared several revisions for Mr. Bays, but he never returned to sign them. Respondent has since found the original documents in an additional file and the documents are signed by Mr. Bays. Respondent also further states that in these documents Mr. Bays names him as the Executor of his Last Will and Testament. Respondent further states that if Mr. Bays was so upset with Mr.

Tyson and felt that Mr. Tyson owed him \$3,000.00 then why would he make him the Executor of his Last Will and Testament.

73. Respondent admits paragraph 73.

74. Respondent is without sufficient information to admit or deny paragraph 74.

75. Respondent admits paragraph 75.

76. Respondent is without sufficient information to admit or deny paragraph 76.

77. Respondent admits paragraph 77.

78. Respondent is without sufficient information to admit or deny paragraph 78.

79. Respondent admits paragraph 79. Respondent further states that he was hired to represent Mr. Bay's and Ms. Bias on these charges for flat rates. That these matters were not billable at hourly rates.

80. Respondent admits paragraph 80. Respondent further states that since that time he has located the file and documents containing Mr. Bay's estate work and that the documents are signed documents. Respondent further states that Mr. Bay's made the Respondent his Executor of his last Will and Testament.

81. Respondent admits paragraph 81. Respondent further states that the work he performed for Mr. Bay's and Ms. Bias was for flat fees. That they were not for an hourly rate. That the billing records kept were for the Respondent's records only and that they probably did not contain a lot of the work performed on Mr. Bay's cases for which he hired the Respondent.

82. Respondent denies paragraph 82 and demands strict proof thereof. Respondent further states that he charged Mr. Bay's a flat fee. That his work was not based on a billable hourly rate. That the Respondent entered into a contract with the Respondent stating that it was for a

flat fee of \$10,000.00. That Mr. Bay's was fully aware and understood the agreement and that it was for a flat rate. That Mr. Bay's knew that this included his Estate work. That Mr. Bays signed the documents and left the originals with the Respondent due to the fact that the Respondent was made Mr. Bay's Executor which was Mr. Bay's request. That Mr. Bays was totally aware of all aspect of the agreement and the wishes in his Will, Living Will and Power of Attorney. At no time, was there an agreement to return \$3000.00 to Mr. Bay's. Respondent further states that he did not violate Rule 1.5(a) of the Rules of Professional Conduct or sections (1) through (8).

COUNT IV
I.D. NO. 20-06-054
COMPLAINT OF WILLARD E. BAYS (II)

83. Respondent admits paragraph 83.

84. Respondent admits in part and denies in part paragraph 84. Respondent further states that Mr. Bays did hire him to represent Ms. Bias on criminal charges in magistrate court of Cabell County. Respondent appeared at numerous hearings relating to Ms. Bias and appeared on a capias numerous times for Ms. Bias. Respondent did get Ms. Bias in the drug treatment center and did represent Ms. Bias on the capias when she failed to appear. Again, Mr. Bays signed a contract for him to represent Ms. Bays and paid the Respondent to represent Ms. Bays. If the Respondent owed Mr. Bays \$3,000.00 then why did Mr. Bays sign another attorney client contract and agree to pay the Respondent additional fees if he felt that the Respondent

owed him money. He would have addressed this before willingly signing another contract and paying the Respondent more money.

85. Respondent admits in part and denies in part paragraph 85. Respondent further states that Ms. Bias did start using drugs again and once again signed a contract and retained the Respondent to represent Ms. Bays. Again, why would Mr. Bays hire the Respondent once again, sign a contract pay another fee if the Respondent owed him money. Respondent further states that Mr. Bays at this point had spent all his money on a woman that he found out the day of one of her hearing's that she had another boyfriend. That Mr. Bay's is just trying to get his money back because he was mad at Ms. Bias and decided he was not going to pay for her legal counsel and filed a Complaint to try to get his money back even though the Respondent diligently represented Ms. Bias to the best of his ability.

86. Respondent admits paragraph 86.

87. Respondent admits paragraph 87.

88. Respondent admits paragraph 88. Respondent further states that he did respond due to the fact that he had not received the first mailing due to the start of the pandemic and the office had been closed periodically.

89. Respondent admits paragraph 89.

90. Respondent admits paragraph 90.

91. Respondent admits paragraph 91.

92. Respondent is without sufficient information to admit or deny paragraph 92.

Respondent did not receive a copy of Mr. Bays response.

93. Respondent admits paragraph 93. Respondent further states that since the time of his sworn statement on November 16, 2020 he did find an executed Attorney Client Contract in Mr. Bays Estate File in which it states he is to represent Ms. Bias on her additional criminal charges for a flat fee of \$3,000.00.

94. Respondent denies paragraph 94 and demands strict proof thereof. Respondent states that he did have a contract with Mr. Bays to represent Ms. Bias for a flat fee of \$3,000.00 on her additional criminal charges. That he represented Ms. Bias to the best of his ability throughout her case. Respondent further states that he fulfilled his contract with Mr. Bays to represent Ms. Bias and he did not charge Mr. Bays an unreasonable fee. Respondent further states that he did not violate any section of Rule 1.5 of the Rules of Professional Conduct.

95. Respondent denies paragraph 95 and demands strict proof thereof. Respondent's contract was executed and agreed to by Mr. Bays. Respondent did have a contract to represent Ms. Bias and did explain to Mr. Bays in full the specifics of the contract . Respondent had represented Ms. Bias previously on her other criminal charges. Respondent did not violate Rule 1.5(b) of the Rules of professional conduct. Respondent further states that he did communicate every aspect of the Attorney Client contract and of her case to Mr. Bays and to Ms. Bias. Respondent further states that he represented Ms. Bias to the best of his ability and consulted in full with Mr. Bays and Ms. Bias as to all aspects of her contracts and case.

96. Respondent admits in part and denies in part paragraph 96. Respondent further states that he did represent Angela Robertson on numerous cases including Preparation of a Divorce Complaint, Petition for Legal Separation, Preparation of a Petition for Guardianship/Conservatorship and Research on a deed and research on property.

97. Respondent admits in part and denies in part paragraph 97. Respondent further states that Robertson did hire Respondent to represent her on or about January 17, 2019. Robertson initially hired Respondent to represent her on a Divorce, but within the first week Robertson had changed her mind. Respondent had contacted Robertson to come into the office to complete the Financial Statement in order to complete the paperwork so that her Divorce could be filed. At that time, Robertson decided that she did not want to proceed with a Divorce at that time, but she wanted to file for Separate Maintenance. After discussing this with Robertson for approximately 1 ½ hours she had decided to file for Separate Maintenance. Her husband had become very ill and she was very concerned about him harming her because she told Respondent that he slept with a knife under his pillow. She had begun locking her bedroom door and she was concerned if she filed for Divorce that it could substantially lower her income and she was concerned how she would be able to make the payments on both her residences. She had inherited a home from her son when he passed away a few years ago and she was concerned if it was in her name or her son's or her deceased mother's. Respondent prepared Robertson's Divorce then a week later prepared a Petition for Legal Separation. Again, Respondent contacted Robertson to come into the office and read the Petition to make sure everything was correct. When she arrived, she informed Respondent that she wanted to wait awhile because her husband had gotten worse and she thought that she was going to

either put him in assisted living or have him admitted to the hospital. Respondent was told she would contact him when she was ready to proceed with the Legal Separation. Approximately, a month went by with Robertson calling and stopping by the office talking to my office staff trying to figure out what she should do. At some point she even inquired about a Mental Hygiene Petition. At that time, Respondent talked to her about a Petition for Guardianship/Conservatorship. Respondent told her to think about it and let him know what she wanted to do. More weeks went by with numerous phone calls and dropping into the office. Weeks went by before she decided to file a Petition for Guardianship/Conservatorship. Respondent's office prepared the Petition and gave Robertson the doctor's certification to have his physician complete. When she received the Physician's certification, she began having reservations about filing the Petition and wanted to think about it. On or about May, 22, 2019 Robertson signed an Affidavit requesting that we Respondent not file her Divorce or Separate Maintenance but that she decided to file for Guardianship/Conservatorship and it explained that all of the work on the property would be deducted from the same retainer and billable at the same rate stated in the contract which Robertson signed. Again, she made numerous office visits and made numerous phone calls. Robertson states that she was unable to contact Respondent's office which was simply untrue. She only worked one block away and was fully capable of walking to the office anytime she needed to talk to Respondent. After a couple of month's went by, Robertson's husband became hospitalized. Within a few day's it was determined that her husband's medication's were messed up and once they were fixed, he became very aware of his marital situation. At this time, he discovered that she had spent his money to pay for all of the legal services that we had provided Robertson including the hours of

work Respondent completed determining who owned her deceased son's property. Robertson also wanted Respondent to prepare a new deed for her deceased son's property even before he could determine who actually owned the property before his death which was approximately 2 years after his death. Robertson's husband became very angry that she had paid Respondent to do a Divorce, Separate Maintenance, Petition for Guardianship/Conservatorship and to work on the Property Search that belonged to her deceased son. Approximately a month went by and Robertson's husband passed away. It was not until this time that we discovered that Robertson had a boyfriend in another state and that she had been seeing him for months prior to her husband's death. At this time, she started contacting Respondent about a refund after he had done all the work that she asked of him. Respondent further states that a large amount of time was allocated by the Respondent and his office staff. Respondent further states that many things were not billed to Robertson due to the fact that her deceased son was a personal friend of his and he was trying to help her in any way that he could.

98. Respondent admits paragraph 98.

99. Respondent admits paragraph 99.

100. Respondent admits paragraph 100.

101. Respondent admits paragraph 101.

102. Respondent admits paragraph 102.

103. Respondent denies paragraph 103 and demands strict proof thereof. Respondent further states that he did everything asked of him by Robertson. Respondent further states that he prepared all the documents that she asked that he prepare and talked to Robertson on

the phone and had numerous office visits with Robertson. Respondent diligently worked for Robertson and was very attentive to Robertson because of her situation and returned every phone call that Robertson made. Respondent further states that he had voice mail on his phone and that she could leave a message at any time day or night and that he returned every message left from Robertson left on his voice mail within a few hours.

104. Respondent denies paragraph 104 and demands strict proof thereof.

105. Respondent denies paragraph 105. Respondent further states that Robertson signed an affidavit requesting that he not file for divorce. Respondent further states that his agreement was for an hourly rate and he only billed Robertson for the work he performed that he was asked to do from Robertson.

106. Respondent admits paragraph 106.

107. Respondent denies paragraph 107 and demands strict proof thereof. Respondent further states that he has a signed Affidavit that was also notarized requesting that he not file Robertson's Divorce executed by Angela Robertson. Respondent did not violate Rule 1.2(a) of the Rules of Professional Conduct. Respondent did abide by client's decisions concerning the objectives of representation and, did consult with the client as to the means by which they are to be pursued. The Respondent did take such action on behalf of the client as is impliedly authorized to carry out the representation. Respondent further states that Robertson executed an Affidavit instructing him not to file her Divorce.

108. Respondent denies paragraph 108 and demands strict proof thereof. Respondent did not violate Rule 1.3 of the Rules of Professional Conduct. Respondent further states that he did

act with reasonable diligence and promptness in representing Robertson and did exactly what he was instructed to do by Robertson as instructed by her signed and notarized Affidavit.

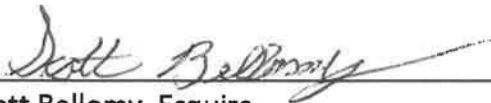
109. Respondent denies paragraph 109 and demands strict proof thereof. Respondent did not violate Rule 1.4(a)(3) of the Rules of Professional Conduct. Respondent did keep Robertson informed about the status of all her cases. Respondent further states that he took it a step farther by having her sign an Affidavit of her intentions so that both Respondent and Robertson would know exactly what was going on in her case.

110. Respondent denies paragraph 110 and demands strict proof thereof. Respondents did not violate Rule 1.5(a) of the Rules of Professional Conduct. Robertson was fully aware of the charges for the work being performed. Robertson signed a contract and an Affidavit and understood that she was being billed by the hour for all work performed by the Respondent. Respondent prepared a Petition for Divorce, Separate Maintenance, Guardianship/Conservatorship and did Research on property for Robertson. Robertson signed a contracts and affidavit in order to ensure that she was aware of what she was being charge. Respondent did not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. Respondent did not violate any part of Rule 1.5(a) including parts 1 through 8.

Pursuant to Rules 2.10 through 2.13 of the Rules of Lawyer Disciplinary Procedure, please consider this the Respondent's verified response to the foregoing Statement of Charges by the Supreme Court of Appeals of West Virginia.

RESPONSE TO STATEMENT OF CHARGES FILED on the 11 day of Feb.,
2021.

Respondent, David R. Tyson, Attorney at Law
By Counsel



Scott Bellomy, Esquire
Bellomy and Turner
741 5th Avenue
Huntington, West Virginia 25701

VERIFICATION

STATE OF WEST VIRGINIA,
COUNTY OF Cabell, to-wit:

I, David R. Tyson, being first duly sworn, upon his/her oath, deposes and says that he/she is the person named in the foregoing instrument; that the facts and allegations therein contained are true, except so far as they are therein stated to be upon information and belief; and that insofar as they are therein stated to be upon information and belief, he/she believes them to be true.

David R. Tyson

Taken, subscribed and sworn to before me, a Notary Public, on this 11 day of February, 2021.

My Commission expires: June 04, 2023.

Todd M. Chapman
NOTARY PUBLIC



**BEFORE THE LAWYER DISCIPLINARY BOARD
STATE OF WEST VIRGINIA**

**In Re: David R. Tyson, a member of
The West Virginia State Bar**

**Bar No.: 3828
I.D. Nos.: 15-06-336**

CERTIFICATE OF SERVICE

I, D. Scott Bellomy, Esq. and Bellomy & Turner, L.C., counsel for Respondent, David Tyson, Esq., do hereby certify that I have this 11 day of February 2021, served a copy of the foregoing "Response to Statement of Charges," via US Mail, to the following:


**Office of Disciplinary Counsel
City Center East
Suite 1200C
4700 MacCorkle Avenue SE
Charleston, WV 25304**

**Joanne M. Vella Kirby, Esq.
Lawyer Disciplinary Counsel
Office of Lawyer Disciplinary Counsel
City Center East, Suite 1200C
4700 MacCorkle Avenue SE,
Charleston, WV 25304**

**Nicole Cofer, Esq.
Prosecuting Attorneys Institute
1124 Smith Street, Suite 4500
Charleston, WV 25301**

**Suzanne M. Williams-McAuliffe, Esq.
919 Hillcrest Drive
Martinsburg, WV 25401**

**Ms. Racel Scudiere
146 Tee Drive
Maidsville, WV 26541**



D. Scott Bellomy, Esq. (#8028)
Counsel for Respondent
BELLOMY & TURNER, L.C.