

**IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO
CIVIL DIVISION**

STEVEN E. GREER [REDACTED] [REDACTED] [REDACTED]	:	Case No.:
	:	Judge:
Plaintiff	:	
v.	:	
STEVEN BISS [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	:	
Defendant	:	

COMPLAINT
(Jury Demand Endorsed Hereon)

PARTIES

Steven E. Greer, MD

1. Plaintiff Steven E. Geer (“Plaintiff”) is an individual who lived in Franklin County, Ohio during the year 2022 when the Contract was formed with Defendant and damages occurred.

Steven S. Biss

2. Steven S. Biss, Esq. (“Defendant”) is a lawyer with an office in Charlottesville, Virginia. However, due to a serious stroke, Mr. [REDACTED]

[REDACTED]

3. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. Defendant was conducting business in Ohio for all matters related to this case.

FACTS

The Contract

6. On June 30, 2022, Plaintiff retained Defendant Biss to be his lawyer. Plaintiff was trying to sue parties in Ohio court.

7. At all times it was planned to sue in Ohio court. Defendant was conducting business in Ohio.

8. A written Contract was formed between Plaintiff and Defendant on June 30, 2022 (EX 1.).

9. This Contract did not have a provision for hourly fees. Instead, it was structured to be a hybrid of a flat one-time fee of \$20,000 and then a sharing of the proceeds if Plaintiff prevailed, with 25% going to Mr. Biss.

10. Plaintiff wired \$20,000 cash to Defendant's bank account on June 30, 2022, serving as the "consideration" of the contract provision for the one-time flat fee (EX 2.).

11. The Contract did not mention that Defendant would expect further payment to complete the briefing and litigate the case. The obscure legal term of "True Retainer" was not explained by Defendant. The concept of a "True Retainer", as interpreted by Virginia State Bar, is not recognized in Ohio as a valid contract term.

12. The Contract did not require Plaintiff to find his own separate Ohio lawyer to file the Complaint.

The Breach of Contract

13. Plaintiff fulfilled his obligations of the contract. He paid the \$20,000 and provided Defendant with many documents and records allowing Mr. Biss to draft the Complaint, which was planned to be in The Southern District of Ohio federal district court.

14. The Complaint was an urgent matter because Plaintiff's father's health was at stake. However, Plaintiff began to see the early signs of a bait-and-switch scheme by Defendant when there was no evidence of work taking place.

15. Plaintiff later learned that Defendant has a history of taking large retainer fees from clients and then not producing work. He has lost his Virginia law license multiple times for such behavior (EX. 3.).

16. Defendant eventually produced on July 23, 2022 a draft Complaint that was replete with errors and failed to state claims properly. For example, the names of the defendants were misspelled and the elements of defamation were not stated.

17. However, the work done by Defendant, or the quality of it, is moot. When it came time to file the Complaint, at some time after the delivery of the draft, Mr. Biss moved the goalposts and violated the Contract. He stated that Plaintiff would have to find on his own a separate lawyer in Ohio to file the Complaint because Defendant did not have a law license in Ohio.

18. Defendant did try to find a local filer in Ohio, but no lawyer wanted to work with Mr. Biss because he has a tarnished reputation. Defendant has a pattern of taking clients' money and, either not filing at all, or filing incompetent briefs that result in dismissal and sanctions.

19. Plaintiff learned of this from other lawyers with whom he spoke, but only after the Contract was created. Federal judges have also reprimanded Mr. Biss in decisions granting sanctions.

20. Plaintiff demanded on August 23, 2022 that Defendant refund his \$20,000 retainer. Defendant refused and claimed that the retainer was a “True Retainer” that was not meant to pay for work. Rather the deposit was just a fee to reserve Mr. Biss’ availability in the future. He referenced the term in the Contract of “True Retainer”, which he claims meant that the fee does not go towards any hourly work. Mr. Biss was familiar with nuances of the retainer law because he has been disciplined by the Virginia Bar many times.

21. This section of the Contract states:

“We have agreed upon a reasonable fee structure for this litigation. **You have agreed to pay me and I have accepted a retainer of \$20,000, plus a contingency fee of twenty-five percent (25%) of any and all amounts recovered** by way of settlement, jury verdict or otherwise.

This means that if there is no recovery, you pay no legal fees to me other than the retainer. **The retainer is a true retainer** and is earned upon my engagement pursuant to this agreement.”

22. However, this “True Retainer” concept is illegal in Ohio. If an Ohio lawyer were to try this, it would likely result in discipline by the Ohio Bar.

23. Mr. Biss was conducting business in Ohio. Therefore, Ohio law applies here.

Mr. Biss Violated Virginia Bar Rules on True Retainer

24. Assuming arguendo that the Virginia State Bar rules on True Retainer apply in Ohio, which they do not, then Mr. Biss violated those rules too. By doing so, he forfeited the defense of “True Retainer”.

25. In a September 24, 2022 “Final Invoice” (EX. 4), Mr. Biss reverse engineered bogus hourly fees that summed to exactly \$20,000.

26. Firstly, the retainer agreement Contract had no provisions for hourly fees.
27. Secondly, by Biss claiming he completed hourly work, and drew from the \$20,000 retainer for that work, he admits that it was not a “True Retainer” at all.

Mr. Biss’ Stroke

28. Plaintiff was preparing to send Mr. Biss a legal demand letter from his lawyer in Ohio when, coincidentally, he learned of the Biss case [REDACTED] in the case because he had suffered a massive stroke in August of 2023.
29. Mr. Biss is now in a nursing home. The local court, as mentioned above, has appointed a Receiver to handle Defendants’ legal client matters as well as a Conservator to handle Mr. Biss’s personal matters.

JURISDICTION

30. This Franklin County, Ohio court has personal jurisdiction per:

Section 2307.382 | Personal jurisdiction.

(A) A court may exercise personal jurisdiction over a person who acts directly or by an agent, as to a cause of action arising from the person's:

- (1) Transacting any business in this state;
- (2) Contracting to supply services or goods in this state;
- (3) Causing tortious injury by an act or omission in this state;

31. Defendant formed a Contract with Plaintiff in Ohio to do business in Ohio courts. Plaintiff was in Franklin County, Ohio when the damages occurred.
32. Nothing related to Virginia State Bar rules apply here. This is an Ohio matter.

COUNT I: BREACH OF CONTRACT

33. Plaintiff re-alleges and incorporates by reference all facts and allegations in paragraphs 1 through 32, and further states that as the direct and proximate result of Defendant Steven Biss' breach of contract, Plaintiff suffered damages.

34. The written Contract met the elements for a contract.¹ Defendant Biss made the offer with a copy of the Contract emailed to Greer. Greer accepted the terms and had contractual capacity to do so. The consideration was \$20,000, which was paid to Biss on June 30, 2022, the same day that the Contract was signed. The services to be delivered were proper and legal.

35. Mr. Biss then breached the contract by either refusing or being unable to file the lawsuit Complaint.

36. Any legal work that Defendant claims was done is moot since Plaintiff was unable to use it in an Ohio court of law. Mr. Biss was not a lawyer in Ohio and could not file the Complaint. Mr. Biss was unable to locate a local filing attorney.

JURY DEMAND

37. Plaintiff demand a jury trial of eight jurors.

¹ *Kostelnik v. Helper*, 96 Ohio St. 3d 1, 2002 Ohio 2985, 770 N.E.2d 58 (2002).

REQUEST FOR RELIEF

WHEREFORE, Plaintiff Steven Greer demands judgment against Defendant as follows:

1. On Count I, Plaintiff demands judgment in his favor in the amount of his actual economic damages of \$20,000,
2. for his noneconomic damages,
3. and his attorney fees
4. and costs incurred in the prosecution of this action.
5. as well as her costs and interest to be assessed from the time of the subject incident,
6. and any and all other relief to which she may be entitled.

Respectfully submitted,

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]