

FORMAL GRIEVANCE OF WAYLAND BRAXTON WILLIS
Against Holly G. Chapman, Bar No. 512067 | Davis, Chapman & Wilder, LLC

COMPLAINANT

Wayland Braxton Willis

ADDRESS

806 Whispering Willow Ct. Grovetown, Georgia 30813

CONTACT

legal@thebreakingproject.org | (762) 354-0014

DATE OF COMPLAINT

March 31, 2026

RESPONDENT ATTORNEY

Holly G. Chapman, Bar No. 512067

FIRMDavis, Chapman & Wilder, LLC 1143 Laney Walker Blvd.,
Suite 201 Augusta, Georgia 30901**UNDERLYING MATTER**Crowe v. Willis, Case No. 2025EDR0053 Columbia County
Superior Court**REPRESENTATION PERIOD**

February 26, 2025 – December 9, 2025

I. PRELIMINARY STATEMENT

This grievance arises from a custody modification proceeding — Crowe v. Willis, Case No. 2025EDR0053, Columbia County Superior Court — in which Holly G. Chapman represented the Complainant from approximately February 26, 2025 through December 9, 2025. During that representation, Ms. Chapman engaged in a pattern of professional conduct failures that, individually and cumulatively, caused direct and continuing harm to the Complainant's legal position and his relationship with his minor child.

This grievance is filed following Ms. Chapman's failure to respond to a written demand letter dated March 10, 2026 and sent by certified mail, with a deadline of March 24, 2026. No response was received by the March 24, 2026 deadline. A written response was transmitted by email on March 28, 2026, after a final notice sent by Complainant in email to Chapman and DCW. The Complainant's federal civil rights action, Willis v. Jolly & Bell, Case No. CV126-056 (S.D. Ga.), was filed and docketed on March 24, 2026.

A prior grievance was filed with this office on October 28, 2025, arising from earlier conduct during the representation. That grievance was dismissed on December 8, 2025. The present grievance is based on distinct conduct occurring between November 18 and December 10, 2025, that postdates the prior filing and was not included therein.

II. BACKGROUND

On February 26, 2025, Complainant retained Ms. Chapman at a retainer of \$4,000 — written over the printed figure of \$3,500 at the time of signing. Ms. Chapman verbally stated the increase was due to a then-pending criminal charge. That charge was dismissed in May 2025. No refund, credit, or accounting was ever provided for the \$500 differential.

The underlying case involved a petition to modify custody of the parties' minor child, born December 27, 2018. At the time of retention, Complainant held 50/50 joint custody with sole medical and educational decision-making authority under the Final Divorce Decree (Case No. 2022EDR0589, entered August 10, 2023).

Complainant cooperated fully with Ms. Chapman throughout the representation, including submitting to GAL-directed drug testing, attending all court proceedings, and providing detailed written summaries of evidentiary and strategic facts.

III. SPECIFIC RULE VIOLATIONS

A. Abandonment at a Critical Hearing — December 9, 2025

Georgia Rules of Professional Conduct, Rules 1.16(d) and 1.3

On November 18, 2025, Ms. Chapman filed a Notice of Intent to Withdraw via PeachCourt at 11:02 AM — two minutes after sending Complainant an email at 11:00 AM that addressed case strategy and the pending drug test dispute with no mention of withdrawal. That email was sent to an address Ms. Chapman had blocked, preventing delivery. The withdrawal notice was served to an address she knew to be incorrect. Complainant did not discover the withdrawal filing until he created an account and checked PeachCourt himself, at which point he filed an objection that same afternoon.

Following Complainant's objection, Ms. Chapman sent a second email at 5:23 PM the same day — again to the blocked address, again acting as Complainant's attorney on case matters, again with no acknowledgment that she had filed a withdrawal notice hours earlier. Over the following days, Ms. Chapman continued to communicate about the case, coordinate the December 9 hearing date, and provide case guidance — while her withdrawal motion was pending and Complainant's objection was unresolved. This pattern created the reasonable belief that the withdrawal would be contested or withdrawn, not executed.

On December 2, 2025, Ms. Chapman filed a formal Motion to Withdraw — on the same day she coordinated a December 9 status conference hearing that Complainant reasonably understood would address pending case matters. That motion publicly alleged for the first time that Complainant had

'breached his contract,' a characterization never previously communicated. At December 9, she withdrew, leaving Complainant unrepresented at a hearing she had scheduled.

On December 9, 2025, at the scheduled hearing:

- Ms. Chapman withdrew from representation effective immediately.
- She participated in proceedings in a manner adverse to her former client.
- Complainant was left unrepresented mid-hearing, without adequate time to retain substitute counsel.
- The Court entered a drug testing order (Appendix B, signed and filed 3:45 PM) requiring a 17-panel hair follicle test and a PETH blood test — with a compliance deadline of 4:30 PM that same day, 45 minutes after the order was signed.
- Complainant, now pro se and without funds, was financially unable to comply. An Affidavit of Indigence was filed that evening. It has never been ruled upon.

An attorney who schedules a hearing, appears at that hearing for the purpose of withdrawing, and then requests to present evidence against the client she is in the act of abandoning has not merely withdrawn — she engaged in conduct that materially prejudiced the client's position at a critical stage of the proceeding. This conduct violates Rule 1.16(d)'s requirement that counsel take reasonable steps to protect the client's interest upon termination, and Rule 1.3's requirement of diligence.

Resulting Harm: Complainant has been denied any in-person contact with his minor child since October 19, 2025 — now 163 days. The last communication of any kind occurred January 14, 2026. This deprivation flows directly from the December 9 hearing at which Complainant was left unrepresented and subjected to an impossible same-day compliance deadline without counsel to challenge it.

B. Nine-Month Billing Silence and Retainer Concealment

Georgia Rules of Professional Conduct, Rules 1.4(a)(3) and 1.15(I)

The retainer contract executed February 26, 2025 contained an explicit provision (Clause 3) requiring Ms. Chapman to notify Complainant when the retainer balance fell to \$700 or below. That notice was never provided. For the entirety of the nine-month representation, Complainant received no billing statements, no invoices, and no accounting of how retainer funds were applied.

The first and only disclosure of any billing information came in Ms. Chapman's November 18, 2025 email, which stated that the retainer had been exhausted "for some time." This was the first time Complainant had been informed the retainer was depleted — concurrent with the filing of the withdrawal notice, and months after the contractual obligation to disclose had been triggered.

In her October 30, 2025 Bar grievance response filed on DCW letterhead, Ms. Chapman acknowledged under signature to this regulatory body that no itemized billing had been provided and

stated she was willing to provide it. A partial billing log was produced by email on March 28, 2026 — after the March 24, 2026 deadline and only following written demand. No complete itemized accounting has been provided as required by Contract Clause 4.

Resulting Harm: Complainant was denied the ability to make informed decisions about whether to continue the representation, seek substitute counsel, or allocate funds for substitute representation during a critical phase of the litigation.

C. Filing of Withdrawal Notices to Wrong Address

Georgia Rules of Professional Conduct, Rule 1.16(d); USCR 4.3

Ms. Chapman's November 18, 2025 Notice of Intent to Withdraw was served to 6124 Gavin Road, Grovetown, Georgia 30813 — an address she knew to be incorrect. Complainant's correct address, 806 Whispering Willow Ct., Grovetown, Georgia 30813, had been in active use throughout the representation. The December 2, 2025 formal Motion to Withdraw was filed to the same incorrect address.

Ms. Chapman filed a Notice of Correction of Address on December 8, 2025 — one day before the December 9 hearing — only after Complainant identified the error in his Supplemental Objection. USCR 4.3 requires adequate notice to the client before withdrawal is granted. Notice sent to an address counsel knows to be incorrect does not satisfy that requirement.

D. Email Block Preceding Withdrawal Filing

Georgia Rules of Professional Conduct, Rules 1.16(d) and 1.4

On Friday, November 14, 2025, Ms. Chapman requested updated pharmacy prescription records from Complainant via text message. Complainant went to the pharmacy that same day and obtained the records. Attempts to send the records by text that evening failed — messages were not delivered on Ms. Chapman's end. Complainant sent the records by email at 6:42 PM on November 14, 2025 as an alternative. Text delivery attempts on Saturday, November 15 also failed, as documented by the 'Not Delivered' status visible in the iMessage thread. Ms. Chapman did not respond to the November 14 email until Monday, November 17, 2025.

The withdrawal notice was filed November 18, 2025 at 11:02 AM — to that same blocked communication channel. Ms. Chapman then sent an email at 5:23 PM that same day to the same address, establishing that she knew it was the active address on file. The practical effect was that Complainant could not receive notice of the withdrawal, respond, or secure substitute counsel in any meaningful window before the December 9 hearing.

The email block on Ms. Chapman's end — documented by bounce records from November 14 attempts — was the same block that prevented delivery of the November 18 withdrawal notice, eliminating any realistic opportunity for Complainant to respond before the December 9 hearing date.

E. Public Allegation of Breach of Contract Without Client Notice

Georgia Rules of Professional Conduct, Rules 1.6 and 8.4(c)

Ms. Chapman's December 2, 2025 Motion to Withdraw, filed on the public court docket, contained in Paragraph 10 the allegation that Complainant had "breached his contract" with the firm. This characterization had never been communicated to Complainant before its appearance as a public judicial record — written or oral. Complainant had no opportunity to respond or contest it before it became part of the permanent docket.

F. Failure to File Mandatory Reporter Report

O.C.G.A. § 19-7-5; Georgia Rules of Professional Conduct, Rule 8.4

On October 27, 2025, Complainant transmitted a written communication to both Ms. Chapman and GAL Renee Bell documenting that the minor child, during a supervised visitation, reported physical harm and exhibited a visible injury.

Attorneys are mandatory reporters of child abuse under O.C.G.A. § 19-7-5. Neither Ms. Chapman nor Ms. Bell filed a report with DFCS. Neither raised the allegation in any subsequent court filing. Ms. Chapman has never referenced the communication in any document. This failure is an independent violation of professional responsibility and may implicate criminal exposure under O.C.G.A. § 19-7-5(c).

IV. DOCUMENTARY EVIDENCE AVAILABLE

The following documents are available and will be produced upon request:

DOCUMENT	SIGNIFICANCE
Retainer contract (Feb. 26, 2025)	\$3,500 struck; \$4,000 written in at signing
Notice of Intent to Withdraw (Nov. 18, 2025, 11:02 AM)	Filed to wrong address (6124 Gavin Rd.)
Email bounce records (Nov. 14–18, 2025)	Block on Chapman's end; withdrawal filed to same blocked address
Text message thread — Chapman / Willis (Nov. 14–15, 2025)	"Not Delivered" status on Nov. 15 texts confirms block on Chapman's end; screenshots confirm failed delivery attempts
Complainant's Objection to Withdrawal (Nov. 18, 2025, 4:52 PM)	Filed to correct address despite Chapman's error

Status Conference Notice (Nov. 25, 2025)	Filed by Chapman — scheduled hearing at which she withdrew
Motion to Withdraw (Dec. 2, 2025)	Wrong address again; Para. 10 breach allegation; Para. 11 ex parte request
Supplemental Objection (Dec. 2, 2025)	Complainant's response to withdrawal motion
Notice of Address Correction (Dec. 8, 2025)	Corrected one day before the Dec. 9 hearing
Drug Testing Order / Appendix B (Dec. 9, 2025, 3:45 PM)	45-min same-day deadline; Complainant unrepresented
Order Granting Withdrawal (Dec. 10, 2025)	Drafted and presented by Chapman herself
Chapman's Bar Grievance Response (Oct. 30, 2025)	DCW letterhead; five admissions under signature
Oct. 27, 2025 letter re: minor child's reported injury	Sent to Chapman and Bell; mandatory reporter trigger
MRO-verified negative results (Nov. 7, 2025)	Forwarded by Chapman to Complainant Nov. 11, 2025
Docket, Case No. 2025EDR0053	26 pending motions; zero rulings since Dec. 17, 2025
Willis v. Jolly & Bell, CV126-056 (S.D. Ga.)	Stamped federal complaint, March 24, 2026
Affidavit of Indigence (Dec. 9, 2025)	Filed same evening as testing order; never ruled upon

V. RELIEF REQUESTED

Complainant respectfully requests that the State Bar of Georgia:

1. Open a formal disciplinary investigation into the conduct of Holly G. Chapman, Bar No. 512067;
2. Require Ms. Chapman and Davis, Chapman & Wilder, LLC to produce a complete itemized accounting of all retainer funds received and expended;
3. Require Ms. Chapman to produce the complete client file, including all documents, correspondence, and records pertaining to Case No. 2025EDR0053;

Respectfully submitted this **31st** day of **March, 2026**.



Wayland Braxton Willis, Pro Se

806 Whispering Willow Ct.,

Grovetown, Georgia 30813

legal@thebreakingproject.org | (762) 354-0014

I verify that to the best of my knowledge, the information submitted in this complaint is true, correct, and complete.

HOURLY FEE AGREEMENT

I, Wayland Braxton Willis, the "Client", hereby agrees to retain the law firm of Davis, Chapman, and Wilder, LLC, the "Firm", in connection with the following matter: custody modification (Columbia County) under the following terms:

The attorney's fee is based upon the amount of time the Firm devotes to Client's case. It is impossible to determine in advance how much time will be needed. The Firm will use its best judgment to determine the most economical use of its time and the time of the staff. Client will be billed for all time spent on the case, including conferences, telephone calls, pretrial discovery, trial preparation, document drafting, correspondence and pleadings, negotiations, legal research, court time, and travel to and from locations away from our office. Client understands that Client will be billed a minimum of two hours of work (\$700.00) as a condition of this agreement.

Client agrees to inform the Firm immediately of any change of address, telephone number, employment, or circumstances. Full disclosure of all facts is essential to enable the Firm to properly represent Client. Client agrees to promptly fill out and return all papers as directed. If Client fails to follow the Firm's instructions, the Firm has the right to withdraw from the case. Client is expected to read everything the Firm sends and to ask questions if something is not understood.

Client agrees to pay attorney's fees as follows:

1. This is not a fixed-fee contract. The Firm charges \$350.00 per hour.
2. Client agrees to pay an initial retainer fee of ~~\$500.00~~ \$0 to be held in trust.
3. Client further agrees to pay additional deposits as necessary into the firm's trust account as needed. Once Client's account has a balance of \$700 remaining, Client will receive an invoice and reminder to pay additional funds into the trust account unless the legal work is near completion. Once funds are received into the Firm's trust account, the Firm will continue work on Client's case.
4. All payments will be deposited into the law firm's trust account and held until it has either been earned by the Firm and transferred into the Firm's operating account or which shall be returned to Client as unearned attorney's fees. At any time during the pendency of the representation, Client may request and receive an itemized invoice showing the legal work completed.
5. Client agrees to pay a nonrefundable processing fee of 2.0% for any amount paid via credit or debit card. Should Client choose to pay via check and that check is returned either for insufficient funds or for some other deficiency, Client agrees to pay a nonrefundable \$25 fee in addition to the legal fees due.

EXHIBIT A

- 6. Client agrees to pay all costs of the case, including court costs and expenses such as service-of-process fees, depositions, appraisals, witness or consultant fees for accountants, counselors, and other experts. By this agreement, Client is authorizing the Firm to make expenditures and retain experts for amounts that the Firm deems to be in Client's best interest. The Firm may advance these costs out of the trust account, or the Firm may, at its discretion, require Client to deposit sufficient sums with the Firm before the fee is paid or the expert is retained.
- 7. Client agrees that the Firm has made no guarantee regarding the outcome of any part of this case. The Firm has or will give Client its opinion as to Client's chances of success based on its knowledge and experience, but there are no guarantees as to how the case will turn out.
- 8. At its discretion, the Firm has the right to withdraw from the case if Client has misrepresented or failed to disclose material facts, if Client fails to follow the Firm's advice, or for any other reason. Likewise, Client may discharge the Firm at any time for any reason. Client will be required to pay for the time expended to turn over the file(s) and other information to Client or substitute counsel and for the time and costs if the Firm must proceed to court to obtain permission to withdraw. In any of these events, Client will execute such necessary documents as will permit the Firm to withdraw.
- 9. The court may order Client's adversary to pay part or all of Client's attorney's fees and costs. Such awards are unpredictable. Client will remain fully responsible for payment of all fees and costs. Any amount received from a third party as the result of a court order will be credited to Client's account or refunded to Client if the Firm has already been paid in full.
- 10. No settlement will be made in Client's case without Client's approval.
- 11. Client agrees, by signing below, that Client has read and fully understands this contract.

THIS IS A LEGALLY BINDING CONTRACT. YOU HAVE THE RIGHT TO SEEK INDEPENDENT COUNSEL FROM ANOTHER ATTORNEY BEFORE SIGNING IT. ASK TO HAVE EACH TERM YOU DO NOT UNDERSTAND FULLY EXPLAINED TO YOU SO THAT YOU UNDERSTAND THE AGREEMENT YOU ARE MAKING.

We, the Client and the firm, have read the above Hourly Fee Agreement on this 26 day of February, 2025 and understand its terms and both have signed it as our free act and deed.

x Wayne B. [Signature]
Client

[Signature]
Firm

EXHIBIT B

COLUMBIA COUNTY, SUPERIOR COURT

STATE OF GEORGIA

FILED IN OFFICE
CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GEORGIA

2025EDR0053

DEC 09, 2025 03:45 PM

Cindy Mason
Cindy Mason, Clerk
Columbia County, Georgia

HALEY CROWE)

Plaintiff)

v.)

WAYLAND WILLIS)

Defendant)

CIVIL ACTION FILE

NO. 2025 EDR 53

ORDER

Based upon evidence presented to the Court, and in order to determine matters relevant to this case, the Court orders **WAYLAND WILLIS** to submit to a

17 PANEL HAIR FOLLICLE & PETH TEST

drug screen at:

Analyze America Labs
1840 Wrightsboro Rd
(706) 738-3145
MUST CALL FOR APPOINTMENT

BEFORE 4:30 pm Tuesday, December 9, 2025.

The results of that test will be provided to the person being tested and this Court at the following address:

Hon. Sheryl B. Jolly
Judge, Superior Court
640 Ronald Reagan Drive
Evan, GA 30809

FAX No. 706/312-7365
Office 706/312-7231

The **Defendant** shall be responsible for the cost of the test.

SO ENTERED this 9th day of December, 2025.

Sheryl B. Jolly

SHERYL B. JOLLY
JUDGE, SUPERIOR COURT
COLUMBIA JUDICIAL CIRCUIT

27th October 2025

CUSTODY CASE UPDATE

EXHIBIT C
Letter sent to
counsel & GAL on
Oct. 27, 2025.
No response as of
3/31/26

Holly,

I need a clear update on the status of my case. Since our meeting on **September 18th**, communication from both you and Renee has been minimal. During that meeting, we agreed a **court date needed to be scheduled immediately**, given how vague the existing order was compared to what was agreed in court. We also discussed the impact of the **Telegram issue** and the next steps I believed were crucial—but I've received no follow-up or guidance since.

On **October 18th**, Renee told my mother and me that your forensic investigator confirmed the Telegram number was not mine, and that someone would have to possess that number to support my ex-wife's claim. She also mentioned my ex-wife is again attempting to hold me in contempt using false allegations. Renee implied the matter was handled, but I've received no confirmation from you.

You told me after visit #2 you'd reach out to the opposing party to move things forward on **unsupervised visitation**, which Renee also supported after visit #3. After that second weekend, I contacted both of you repeatedly—five days after, seven days after—with no reply. It wasn't until **October 1st**, two days before what should've been my first unsupervised weekend, that I was finally told to take the drug tests I'd been asking about for weeks. They were taken, sent, and received, yet no further response came from either of you.

When Renee finally contacted me on **October 18th**, it was to say the visit was "not actually unsupervised." She admitted she'd received the results but cited another case and an unpaid retainer as the reason for her lack of communication. She also mentioned the new false contempt claim and promised to email everyone that Monday to update the court order. It's now **October 27th**, and the only email I've received is about payment.

In the meantime, my ex-wife is telling others—including my parents—that the visits were never meant to be unsupervised, undermining my credibility while I have no official communication to counter it.

I also tried contacting your office and Renee to report a serious incident between my son and his stepfather, **Tripp Morris**, during a recent FaceTime call. He physically grabbed my son to take the phone, then verbally confronted me. I still have not received a call back about this or any of the other urgent matters we discussed—court date, deposition documents, or the Telegram evidence printout.

Lastly, my son has made several alarming statements, including:

- “Mom made me say it,” referring to a recorded video she forced my son to make about contact with Sara (which hasn’t occurred since court).
- “Daddy, please don’t stop fighting,” said the night Renee visited and witnessed the tension.
- “Tripp spans me hard,” which he said after the FaceTime incident, showing a visible welt on his upper thigh.

These issues are serious and time-sensitive. I need confirmation that action is being taken, that the court date has been set, and that someone is addressing both the contempt filing and these new safety concerns.

Please respond by end of day Tuesday 10/28/25 with a full update on:

1. Status of the court date and filings.
2. The Telegram investigation and next steps for removal.
3. The unsupervised visitation clarification. (prior to this weekends visitation)
4. Any actions taken regarding my ex-wife’s latest accusations and my son’s safety.

Wayland Braxton Willis
bhbwillis@gmail.com
(706)631-0526



Wayland Braxton Wills <bhbwillis@gmail.com>

REPLY NEEDED

1 message

Wayland Braxton Wills <bhbwillis@gmail.com>
To: Holly Chapman <hchapman@dcwattorneys.com>

Mon, Oct 27, 2025 at 2:25 PM

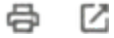
Please confirm you received this email.

 **UpdateLetterHolly.pdf**
74K

REPLY NEEDED

Inbox x

EXHIBIT D



Wayland Braxton Wills <bhbwillis@gmail.com>
to Holly, Renee ▾

Oct 27, 2025, 2:21 PM ☆ 😊 ← ⋮

Please confirm you received this email.

One attachment

Scanned by Email ⓘ



Add to Drive



← Reply

→ Forward

