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BOARD OF PROFESSIONAL CONDUCT

BEFORE THE BOARD OF PROFESSIONAL CONDUCT
OF THE SUPREME COURT OF OHIO

IN RE: COMPLAINT AGAINST : CASE NO. 16 - 001

CSABA ANDREW BODOR :
10015 Deerfield Lane :
Brecksville, OH 44141-3602 :

Respondent :

COMPLAINT
AND
CERTIFICATE

TRUMBULL COUNTY BAR ASSOCIATION :
CERTIFIED GRIEVANCE COMMITTEE :
120 High St. NW :
P.O. Box 422 :
Warren, OH 44482 :

Relator :

FILED

JAN 14 2016

BOARD OF PROFESSIONAL CONDUCT

1. Now comes the Relator Trumbull County Bar Association Certified Grievance Committee and says that Respondent, CSABA ANDREW BODOR, Attorney Registration No. 0025613, was admitted to the practice of law in the State of Ohio on November 4, 1972.

2. Respondent is subject to the Code of Professional Responsibility; the Ohio Rules of Professional Conduct; and the Ohio Supreme Court Rules for the Government of the Bar of Ohio and has heretofore been given notice of each allegation of this Complaint and the opportunity to respond to each allegation.

3. This Complaint is filed as a result of investigations conducted by the Trumbull County Bar Association Certified Grievance Committee and a majority of the Committee members constituting a quorum determining that this Complaint is warranted.

4. Respondent is a solo practitioner who had been officed in the City of Warren, Trumbull County, Ohio.

COUNT ONE
(THE HARBIN MATTER)

5. Respondent was retained by Clive Harbin in June, 2012 to represent him in the filing of a Chapter 7 bankruptcy petition in the United States Bankruptcy Court for the Northern District of Ohio.

6. Clive Harbin paid the Respondent the sum of \$2956.00 for his services in the matter through a series of regular payments toward attorney fees.

7. Clive Harbin and his wife subsequently received an inheritance which made him ineligible for a Chapter 7 bankruptcy filing.

8. Clive Harbin then contacted Respondent for the purpose of filing a Chapter 13 bankruptcy petition and completed the required debt counseling to proceed.

9. No petition for bankruptcy was filed on behalf of Clive Harbin.

10. Respondent in February, 2015 informed Clive Harbin that he was closing his practice and that all fees paid had been expended in working for the client and no refund of fees would be made to Clive Harbin.

11. Despite the fees paid to Respondent by Clive Harbin, no petition for bankruptcy was filed on behalf of Clive Harbin.

12. No legal documents were filed by Respondent on behalf of Clive Harbin.

13. Respondent's conduct as described in Count One herein violates the Rules of Professional Conduct, to-wit:

(A) Rule 1.5 Fees and Expenses (A) A lawyer shall not make an agreement for, charge, or collect an *illegal* or clearly excessive fee.

COUNT TWO
(THE LETTAU MATTER)

14. Respondent was retained by Paul M. Lettau in June 2014 to represent he and his wife in the filing of a Chapter 7 bankruptcy petition in the United States Bankruptcy Court for the Northern District of Ohio.

15. Mr. Lettau paid Respondent over \$1560.00 for his services in handling the matter.

16. The receipts evidencing the payments from Mr. Lettau to Respondent on June 9, 2014 and June 11, 2014 include a notation that the account is "paid in full".

17. On or about March 12, 2015 Mr. Lettau received a letter from Respondent indicating that Respondent was retiring and could no longer represent him. The letter included a check for a refund of attorney fees in the amount of \$298.00.

18. Respondent did not provide an explanation to Mr. Lettau as to why his full fee was not returned.

19. Respondent and Mr. Lettau signed a written fee agreement for the representation in this case.

20. The fee agreement provided that the typical fees for the filing of a joint bankruptcy was \$925.00 plus the filing fee of \$335.00.

21. Mr. Lettau provided the Respondent with all forms and the debt counseling certificate needed to complete the filing of the bankruptcy petition.

22. Despite the payment of the fees and the providing of the forms and certificate, Respondent never filed a bankruptcy petition on behalf of Paul M. Lettau and his wife.

23. Respondent failed to fully refund to Mr. Lettau the fees paid which were not earned by the Respondent.

24. Throughout this process and upon the termination of the attorney-client relationship, Respondent failed to communicate and consult with Mr. Lettau.

25. The Respondent failed to advise Mr. Lettau of how to proceed after the termination of the attorney-client relationship.

26. Respondent's conduct as described in Count Two herein violates the Rules of Professional Conduct, to-wit:

(A) Rule 1.5 Fees and Expenses (A) A lawyer shall not make an agreement for, charge, or collect an *illegal* or clearly excessive fee;

**COUNT THREE
(THE DANIEL MATTER)**

27. Respondent was retained by Mauerio Daniel in January 8, 2015 to represent him in the filing of a Chapter 13 bankruptcy petition in the United States Bankruptcy Court for the Northern District of Ohio.

28. Mr. Daniel paid Respondent \$785 as a retainer for his services in handling the matter.

29. On January 29, 2015 Mr. Daniel contacted Respondent's office and was advised that Respondent was retiring and Mr. Daniel would not be entitled to a refund.

30. On February 15, 2015 Mr. Daniel met with Respondent to review the Chapter 13 bankruptcy petition.

31. Because Mr. Daniel was not comfortable with the amount of the payment under the Chapter 13 plan, Mr. Daniel would not sign the bankruptcy petition.

32. On March 9, 2015, Mr. Daniel arrived at the office of the Respondent and demanded the return of his file and a refund of the fees paid.

33. Respondent returned the file to Mr. Daniel, but Respondent did not return any fees to Mr. Daniel.

34. The Respondent and Mr. Daniel signed an acknowledgement and fee agreement that Respondent would charge the hourly rate of \$250.00 per hour.

35. Despite the written acknowledgement and fee agreement, Respondent charged Mr. Daniel at a rate of \$395.00 per hour.

36. Respondent did not return to Respondent the fees which had not been earned by Respondent in his representation of Mr. Daniel.

37. Respondent's conduct as described in Count Three herein violates the Rules of Professional Conduct, to-wit:

(A) Rule 1.5 Fees and Expenses (A) A lawyer shall not make an agreement for, charge, or collect an *illegal* or clearly excessive fee;

**COUNT FOUR
(THE MOHR MATTER)**

38. Respondent was retained by Donald Mohr in January, 2011 to represent him in the filing of a Chapter 7 bankruptcy petition in the United States Bankruptcy Court for the Northern District of Ohio

39. Mr. Mohr paid Respondent a fee of \$1931.00 for his representation in this matter.

41. Despite payment of the fee, Respondent never filed a bankruptcy petition on behalf of Mr. Mohr and filed no other pleadings on behalf of Mr. Mohr.

41. Following payment of the fee, Mr. Mohr made repeated attempts to contact the Respondent and his office.

42. Respondent failed to return the calls to Mr. Mohr and failed to provide Mr. Mohr any information on the status of his bankruptcy petition.

43. In February, 2015 Respondent informed Mr. Mohr that Respondent would be closing his office and retiring from the practice of law. He further advised that Mr. Mohr would receive a partial refund of the fees paid.

44. Despite not filing any petition or pleadings on behalf of Mr. Mohr, Respondent did not refund the entire fee to Mr. Mohr, instead providing a check in the amount of \$408.85 as a partial refund. The refund check to Mr. Mohr was not drawn on an IOLTA Account of Respondent as required for the safekeeping of unearned fees.

45. Respondent did not provide an explanation to Mr. Mohr indicating why the attorney fees were retained by Respondent.

46. The fees retained by Respondent were excessive for the work performed and were not earned by Respondent.

47. Upon the termination of the relationship and the refund of \$408.85 Respondent provided Mr. Mohr with a "floppy disk" allegedly containing the information Mr. Mohr would need to provide to a new attorney.

48. Mr. Mohr was unable to use the "floppy disk" and contacted other attorneys who could not use the "floppy disk" to access Mr. Mohr's information.

49. Respondent did not return to Mr. Mohr his file or documents despite repeated requests by Mr. Mohr.

50. In conjunction with the refund and the "floppy disk" Respondent advised that Attorney Phillip Zuzolo had agreed to represent Mr. Mohr and complete the bankruptcy filing.

51. Respondent further indicated that Attorney Phillip Zuzolo would handle to completion any Chapter 13 cases still pending at the time Respondent closed his office.

52. Attorney Zuzolo did not agree to represent the Respondent's former clients and was not handling to conclusion the Chapter 13 bankruptcy cases pending at the time Respondent closed his office.

53. Respondent communicated with Mr. Mohr and many other clients in February, 2015 that he was closing his office and ending his practice.

54. Respondent further stated on numerous occasions that he was surrendering his law license and would cease practicing law in the State of Ohio.

55. After advising clients that he was closing his office, Respondent continued to receive payments from the United State Bankruptcy Court Chapter 13 Trustee despite no longer representing his clients.

56. Despite the statements of closing his practice and surrendering his law license, Respondent continued to appear in the United States Bankruptcy Court as an attorney and continued to practice law in the State of Ohio.

57. The statements made by Respondent were materially false and served to further mislead the clients of Respondent.

58. Respondent's conduct as described in Count Four herein violates the Rules of Professional Conduct, to-wit:

(A) Rule 1.3 Diligence: (1) a lawyer should pursue a matter on behalf of a client despite opposition, obstruction or personal inconvenience to the lawyer. A lawyer must also act with commitment and dedication to the interests of the client; (3) Delay and neglect are inconsistent with a lawyer's duty of diligence, undermines public confidence and may prejudice a client's cause. Reasonable diligence and promptness are expected of a lawyer in handling all client matters and will be evaluated in light of all relevant circumstances. The lawyer disciplinary process is particularly concerned with lawyers who consistently fail to carry out obligations to clients or consciously disregard a duty owed to a client.

(B) Rule 1.4 Communications: (A) A lawyer shall do all of the following: (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client reasonably informed about the status of the matter; (4) comply as soon as practicable with reasonable requests for information from the client;

(C) (A) Rule 1.5 Fees and Expenses (A) A lawyer shall not make an agreement for, charge, or collect an *illegal* or clearly excessive fee; (D) A lawyer shall not enter into an arrangement for, charge, or collect any of the following: (3) a fee denominated as "earned upon receipt," "nonrefundable," or in any similar terms, unless the client is simultaneously advised in *writing* that if the lawyer does not complete the representation for any reason, the client may be entitled to a refund of all or part of the fee based upon the value of the representation pursuant to division (a) of this rule.

(D) Rule 1.15 Safekeeping Funds and Property: (A) A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property. Funds shall be kept in a separate interest-bearing account in a financial institution authorized to do business in Ohio and maintained in the state where the lawyer's office is situated. Other property shall be identified as such and appropriately safeguarded. For other property, the lawyer shall maintain a record that identifies the property, the date received, the person on whose behalf the property was held, and the date of distribution. For funds, the lawyer shall do all of the following:

- (1) maintain a copy of any fee agreement with each client;
- (2) maintain a record for each client on whose behalf funds are held that sets forth all of the following:
 - (i) the name of the client;

- (ii) the date, amount, and source of all funds received on behalf of such client;
 - (iii) the date, amount, payee, and purpose of each disbursement made on behalf of such client;
 - (iv) the current balance for such client.
- (3) maintain a record for each bank account that sets forth all of the following:
- (i) the name of such account;
 - (ii) the date, amount, and client affected by each credit and debit;
 - (iii) the balance in the account.
- (4) maintain all bank statements, deposit slips, and cancelled checks, if provided by the bank, for each bank account;
- (5) perform and retain a monthly reconciliation of the items contained in divisions (a)(2), (3), and (4) of this rule.

(E) Rule 4.1 Truthfulness in Statements to Others: In the course of representing a client a lawyer shall not *knowingly* do either of the following:

(a) make a false statement of material fact or law to a third person;

(F) Rule 8.1 Bar Admission and Disciplinary Matters: In connection with a bar admission application or in connection with a disciplinary matter, a lawyer shall not do any of the following: (a) *knowingly* make a false statement of material fact;

(b) in response to a demand for information from an admissions or disciplinary authority, fail to disclose a material fact or *knowingly* fail to respond, except that this rule does not require disclosure of information otherwise protected by Rule 1.6.

COUNT FIVE
(THE THOMPSON MATTER)

59. Respondent was retained by Jacky Thompson in May, 2014 to represent her in the filing of a Chapter 7 bankruptcy petition in the United States Bankruptcy Court for the Northern District of Ohio

60. Ms. Thompson paid Respondent fees totaling \$1850.00 for his representation in this matter.

61. Ms. Thompson paid this fee in monthly installments after receiving notices from Respondent.

62. The monthly statements were received by Ms. Thompson despite the fact the fee agreement of Respondent indicated that attorney fees for a Chapter 7 bankruptcy would be \$700.00.

Despite payment of the fee, Respondent never filed a bankruptcy petition on behalf of Mr. Mohr and filed no other pleadings on behalf of Mr. Mohr.

63. Following payment of the fee, Ms. Thompson made repeated attempts to contact the Respondent and his office.

64. Respondent failed to return the calls to Ms. Thompson and failed to provide Ms. Thompson any information on the status of her bankruptcy petition.

65. In February, 2015 Respondent informed Ms. Thompson that Respondent would be closing his office and retiring from the practice of law.

66. Despite not filing any petition or pleadings on behalf of Mr. Mohr, Respondent did not refund the entire fee to Ms. Thompson, instead providing a check in the amount of \$287.50 as a partial refund. The refund check to Ms. Thompson was not drawn on an IOLTA Account of Respondent as required for the safekeeping of unearned fees.

67. Respondent did not provide an explanation to Ms. Thompson indicating why the attorney fees were retained by Respondent.

68. The fees retained by Respondent were excessive for the work performed and were not earned by Respondent.

69. Respondent did not return to Ms. Thompson her file or documents.

70. In conjunction with the refund Respondent advised that Attorney Phillip Zuzolo had agreed to represent Ms. Thompson and complete the bankruptcy filing.

71. Respondent further indicated that Attorney Phillip Zuzolo would handle to completion any Chapter 13 cases still pending at the time Respondent closed his office.

72. Attorney Zuzolo did not agree to represent the Respondent's former clients and was not handling to conclusion the Chapter 13 bankruptcy cases pending at the time Respondent closed his office.

73. Respondent communicated with Ms. Thompson and many other clients in February, 2015 that he was closing his office and ending his practice.

74. Respondent further stated on numerous occasions that he was surrendering his law license and would cease practicing law in the State of Ohio.

75. After advising clients that he was closing his office, Respondent continued to receive payments from the United State Bankruptcy Court Chapter 13 Trustee despite no longer representing his clients.

76. Despite the statements of closing his practice and surrendering his law license, Respondent continued to appear in the United States Bankruptcy Court as an attorney and continued to practice law in the State of Ohio.

77. The statements made by Respondent were materially false and served to further mislead the clients of Respondent.

78. Respondent presented Ms. Thompson with a fee agreement which was signed by Ms. Thompson. That fee agreement indicated the cost of filing for a bankruptcy was

\$700.00, however, the fee agreement provided additional charges for services excluded from the bankruptcy fee.

79. The fee agreement presented to Ms. Thompson included a provision that additional fees would be charged for services rendered by Howland Legal Services, LLC for secretarial services.

80. Howland Legal Services, LLC was incorporated by Respondent on October 29, 2012 and appears to be owned by Respondent.

81. Respondent failed to disclose to his clients that he was the owner of the secretarial service that would be collecting additional fees for work performed.

82. Respondent's fee agreement further provided that if either party terminated the relationship then the attorney fee would revert to a rate of \$395.00 per hour.

83. Respondent's fee agreement provided that secretarial work would be performed at a rate of \$250.00 per hour.

84. Despite the written fee agreement, when calculating the refund of Ms. Thompson, Respondent charged Ms. Thompson an hourly rate of \$395.00 for work performed by his paralegal and staff.

85. Respondent's conduct as described in Count One herein violates the Rules of Professional Conduct, to-wit:

(A) Rule 1.3 Diligence: (1) a lawyer should pursue a matter on behalf of a client despite opposition, obstruction or personal inconvenience to the lawyer. A lawyer must also act with commitment and dedication to the interests of the client; (3) Delay and neglect are inconsistent with a lawyer's duty of diligence, undermines public confidence and may prejudice a client's cause. Reasonable diligence and promptness are expected of a lawyer in handling all client matters and will be evaluated in light of all relevant circumstances. The lawyer disciplinary process is particularly concerned with lawyers who consistently fail to carry out obligations to clients or consciously disregard a duty owed to a client.

(B) Rule 1.4 Communications: (A) A lawyer shall do all of the following: (2) *reasonably* consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client *reasonably* informed about the status of the matter; (4) comply as soon as practicable with *reasonable* requests for information from the client;

(C) (A) Rule 1.5 Fees and Expenses (A) A lawyer shall not make an agreement for, charge, or collect an *illegal* or clearly excessive fee; (D) A lawyer shall not enter into an arrangement for, charge, or collect any of the following: (3) a fee denominated as "earned upon receipt," "nonrefundable," or in any similar terms, unless the client is simultaneously advised in *writing* that if the lawyer does not complete the representation for any reason, the client may be entitled to a refund of all or part of the fee based upon the value of the representation pursuant to division (a) of this rule.

(D) Rule 1.15 Safekeeping Funds and Property: (A) A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property. Funds shall be kept in a separate interest-bearing account in a financial institution authorized to do business in Ohio and maintained in the state where the lawyer's office is situated. Other property shall be identified as such and appropriately safeguarded. For other property, the lawyer shall maintain a record that identifies the property, the date received, the person on whose behalf the property was held, and the date of distribution. For funds, the lawyer shall do all of the following:

- (1) maintain a copy of any fee agreement with each client;
- (2) maintain a record for each client on whose behalf funds are held that sets forth all of the following:
 - (i) the name of the client;
 - (ii) the date, amount, and source of all funds received on behalf of such client;
 - (iii) the date, amount, payee, and purpose of each disbursement made on behalf of such client;
 - (iv) the current balance for such client.
- (3) maintain a record for each bank account that sets forth all of the following:
 - (i) the name of such account;
 - (ii) the date, amount, and client affected by each credit and debit;
 - (iii) the balance in the account.
- (4) maintain all bank statements, deposit slips, and cancelled checks, if provided by the bank, for each bank account;

(5) perform and retain a monthly reconciliation of the items contained in divisions (a) (2), (3), and (4) of this rule.

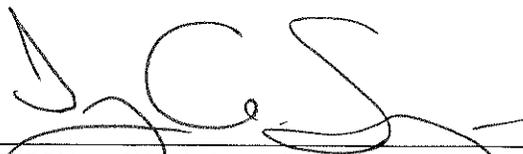
(E) Rule 4.1 Truthfulness in Statements to Others: In the course of representing a client a lawyer shall not *knowingly* do either of the following:
(a) make a false statement of material fact or law to a third person;

(F) Rule 8.1 Bar Admission and Disciplinary Matters: In connection with a bar admission application or in connection with a disciplinary matter, a lawyer shall not do any of the following: (a) *knowingly* make a false statement of material fact;
(b) in response to a demand for information from an admissions or disciplinary authority, fail to disclose a material fact or *knowingly* fail to respond, except that this rule does not require disclosure of information otherwise protected by Rule 1.6.

CONCLUSION

WHEREFORE, pursuant to Gov. Bar Rule V, Relator alleges that Respondent, Attorney CSABA ANDREW BODOR, has violated the Ohio Rules of Professional Conduct and the Ohio Rules for the Government of the Bar; and the Relator respectfully requests that the Board proceed accordingly; certify this matter for prosecution; and allow this matter to progress forthwith.

TRUMBULL COUNTY BAR ASSOCIATION

By 
TERRY A. SWAUGER #0064874
COUNSEL for RELATOR
TRUMBULL COUNTY BAR ASSOCIATION
GRIEVANCE COMMITTEE
1129 Niles Cortland Road SE
Warren, OH 44484
(330) 394-4488

CERTIFICATION

The undersigned, Samuel Bluedorn, Chairman of the Trumbull County Bar Association Certified Grievance Committee, hereby certifies that Terry A. Swauger IS duly authorized to represent the Relator in the premises and have accepted the responsibility of prosecuting the Complaint to its conclusion. After investigation, Relator believes reasonable cause exists to warrant a hearing on such Complaint.

Dated: October 14, 2015

By 
SAMUEL BLUEDORN #0059154
CHAIRMAN TRUMBULL COUNTY BAR
ASSOCIATION GRIEVANCE COMMITTEE