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BOARD OF COMMISSIONERS
ON GRIEVANCES & DISCIPLINE

**BEFORE THE BOARD OF COMMISSIONERS
ON GRIEVANCES AND DISCIPLINE OF THE
SUPREME COURT OF OHIO**

IN RE: COMPLAINT AGAINST
CSABA ANDREW BODOR
8256 East Market Street, Suite 1150
Warren, Ohio 44484
Attorney Registration No. 0025613

Respondent

CASE NO. 14 - 048 

FILED

JUL 02 2014

BOARD OF COMMISSIONERS
ON GRIEVANCES & DISCIPLINE

COMPLAINT AND CERTIFICATE

TRUMBULL COUNTY BAR ASSOCIATION
CERTIFIED GRIEVANCE COMMITTEE
120 High Street NW
P. O. Box 4222
Warren, Ohio 44482

Relator

(RULE V OF THE SUPREME COURT
RULES FOR THE GOVERNMENT OF
THE BAR OF OHIO)

1. Relator says that Respondent, CSABA ANDREW BODOR, Ohio Supreme Court 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 Ohio Rules of Professional Conduct and the Rules for the Government of the Bar of Ohio and has heretofore been given notice of the allegations of this Complaint and the opportunity to respond thereto.

3. This Complaint is filed as a result of an investigation 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 whose present office address is 8256 East Market Street, Suite 115, Warren, Ohio 44484, and who practices law through a legal entity known as Bodor Law Offices, LLC.

5. To Relator's knowledge Respondent has not heretofore been the subject of disciplinary proceedings.

COUNT ONE

THE HOWARD AND TINA BALDWIN MATTER

6. Respondent was retained by Howard and Tina Baldwin (hereafter "Baldwins") on October 25, 2010, to represent Baldwins in a Chapter 7 bankruptcy case.

7. On October 25, 2010, Respondent signed and had Howard Baldwin sign a bankruptcy Attorney Fee Agreement.

8. The Fee Agreement did not specify the total amount the Baldwin's were to pay Respondent, but the Baldwin's understood that they were to pay \$250.00 per month beginning October 25, 2010, and they made at least six such payments from October 10, 2010 thru March 15, 2011, for a total of \$1,500.00 (**Exhibit 1**).

9. The Baldwins requested and scheduled a March 14, 2012 appointment with Respondent and his paralegal to clarify what was happening with their bankruptcy case. On March 9, 2012, Respondent sent Baldwins a letter indicating that he was not going to represent Baldwins and cancelled their appointment for March 14 (**Exhibit 2**).

10. Respondent did not provide Baldwins with any accounting for the money they had paid, approximately \$1,500.00.

11. The Fee Agreement Respondent had Baldwins sign contained the following language:

“By signing this Fee Agreement, you acknowledge and agree that all amounts paid for attorney fees to this office are deemed to be earned at the time payment is made and is nonrefundable. This means that if you change your mind for any reason after you have made payment to this office, there will be no refund for any amounts paid for attorney fees.”

12. Respondent failed to maintain a record for Baldwins of the money paid by them, the date received, the amount received and any disbursements subsequently made from said funds.

13. During the course of the investigation it was learned that Respondent is the 100% owner of a separate legal entity known as North Park Legal Services LLC which, according to Respondent, provides secretarial, paralegal and legal management services to Respondent and his law office, Bodor Law Offices, LLC.

14. Respondent claims that North Park Legal Services LLC supplied secretarial, paralegal, and management services to him. Respondent did not, however, notify the Baldwin's of this, nor did Respondent maintain an IOLTA account for North Park Legal Services LLC, nor did Respondent notify the Baldwin's that the money they thought that they were paying to Respondent was actually going to North Park Legal Services LLC in advance of any services being performed by that entity.

15. Further, Respondent did not advise Baldwins that they would be charged for secretarial or paralegal services whether in house or by disbursements from one legal service entity to another, both owned and controlled by Respondent.

16. At the time Respondent withdrew from representation of Baldwins he failed to promptly refund any part of the fees paid in advance, and failed to account for how fees paid by Baldwins were used.

17. Respondent's conduct as described herein violates the Ohio Rules of Professional Conduct, to-wit:

(A) Rule 1.5(D) (3) a lawyer may not accept a fee that is "earned upon receipt" unless a client is simultaneously advised in writing that "if a 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 on the value of the representation pursuant to the value of the representation".

(B) Rule 1.15(A) (2) a lawyer shall properly hold funds of a client that are in the lawyer's possession in connection with the representation separate from the lawyer's own property and maintain a record for each client whose funds are being held.

(C) Rule 1.16(C) a lawyer who withdraws from employment shall refund promptly any part of a fee paid in advance that has not been earned.

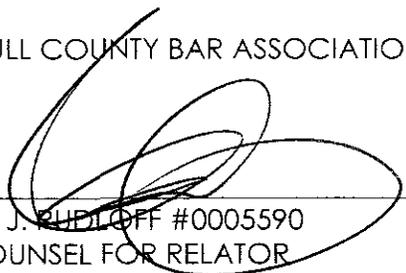
(D) Rule 5.7(C) a lawyer who controls or owns an interest in a business that provides a law related services shall not require the lawyer's client to agree to use that business as a condition of the agreement for legal services. A lawyer who controls or owns an interest in a business that provides a law related service shall disclose the interest to the

client and the fact that the client may retain the law related service elsewhere before providing a law related service to the client.

CONCLUSION

WHEREFORE, pursuant to Gov Bar R V and the Rules of Professional Conduct, Relator says that Respondent is chargeable with misconduct and requests that the Respondent be disciplined pursuant to Rule V of the Rules for the Government of the Bar of Ohio.

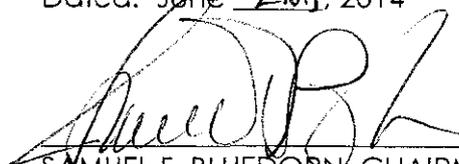
TRUMBULL COUNTY BAR ASSOCIATION

By 
RANDIL J. RUDLOFF #0005590
BAR COUNSEL FOR RELATOR
TRUMBULL COUNTY BAR ASSOCIATION
CERTIFIED GRIEVANCE COMMITTEE
151 East Market Street, P. O. Box 4270
Warren, Ohio 44482
Phone: (330) 393-1584
Fax: (330) 395-3831
rudloffrj@gsfirm.com

CERTIFICATION

The undersigned, Samuel F. Bluedorn, Chairman of the Trumbull County Bar Association Certified Grievance Committee hereby certifies that Randil J. Rudloff is authorized to represent the Relator in the premises and has accepted the responsibility of prosecuting the Complaint herein to its conclusion. After investigation, Relator believes reasonable cause exists to warrant a hearing on such complaint.

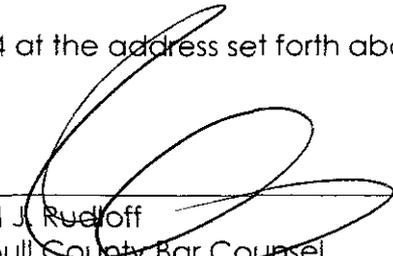
Dated: June 2nd, 2014



SAMUEL F. BLUEDORN, CHAIRMAN
TRUMBULL COUNTY BAR ASSOCIATION
CERTIFIED GRIEVANCE COMMITTEE

CERTIFICATE OF SERVICE

A copy of the foregoing Complaint was served upon Respondent by Certified and ordinary U.S. Mail the 11 day of June, 2014 at the address set forth above.



Randil J. Rudloff
Trumbull County Bar Counsel

TCBA

VS

CSABA ANDREW BODOR

C. BODOR_EXHIBIT_ / pdf

BODOR LAW OFFICES, L.L.C.

8256 E. Market Street; suite 115
 Warren, Ohio 44484
 (330) 393-4060; (800) 924-7403; Telefax: (330) 393-0855
cbodor@earthlink.net
<http://www.coblawsonline.com>

BANKRUPTCY ATTORNEY FEE AGREEMENT

(Valid if signed and returned no later than 30 days from initial conference)

Chapter 7

Also known as a fresh start bankruptcy, This type of bankruptcy is usually appropriate for people who have credit card debt and/or medical bills or other unsecured debts. You may have no more than a certain amount of equity per owner/resident in a home and your income must be below the median income for households of your size in this state. If you have more than the minimum amount of equity per owner/resident in your home (or own substantial other valuable assets besides normal household items), or if your household income exceeds the median income for households of your size, then you may not be eligible for Chapter 7 and you may be required to file under Chapter 13, discussed below.

The attorney fees for a typical and simple non-business Chapter 7 case starts at \$395.00 for a single debtor bankruptcy, with an additional charge of \$299.00 to cover the bankruptcy court filing fee, \$100.00 for the required counseling sessions and \$100.00 per person to perform a due diligence search. Attorney fees for a case involving a business (either currently operating or defunct) may require an additional fee. For a non-business case, a minimum non-refundable payment of \$250.00 is required in order for us to start work on your case; for a case involving a business, a minimum non-refundable payment of \$500.00 is required. The balance of the fees and expenses must be paid prior to the filing of your Chapter 7 bankruptcy. This is due to the fact that any fees which are deferred past the filing date are also discharged in your bankruptcy. It would be silly to defer such fees past the filing date when the attorney would not be allowed to even ask for the fees and would then have to work without a fee. Some Chapter 13 fees, however, may be deferred. (See below.) We expect you to pay toward whatever the fee might be, on a monthly basis, at least \$250.00 or more.

PLEASE NOTE: BY AGREEMENT, EVIDENCED BY THE SIGNATURE(S) OF THE DEBTOR(S), THE ABOVE DISCLOSED ATTORNEY'S FEE DOES NOT INCLUDE CHARGES FOR CREDIT REPORTS, PRE AND POST-BANKRUPTCY DEBT COUNSELING CERTIFICATES, COURT COSTS, CHARGES FOR ANY OTHER DOCUMENTS YOU MAY BE REQUIRED TO OBTAIN BY THE U.S. BANKRUPTCY COURT OR THE BANKRUPTCY TRUSTEE ASSIGNED TO YOUR CASE, ADVERSARY ACTIONS, HEARINGS BEFORE THE BANKRUPTCY COURT, REPRESENTATION BEFORE, OR FILINGS IN, ANY NON-BANKRUPTCY LAW SUIT, DEALINGS WITH OR COMMUNICATIONS OF ANY KIND WITH A CREDITOR, COLLECTION AGENCY, OR AN ATTORNEY, SEARCHES OF PUBLIC OR SEMI-PUBLIC RECORDS FOR THE EXISTENCE OF UNREPORTED OR OMITTED ASSETS OR TRANSFERS OF ASSETS, OR OBTAINING CREDIT REPORTS FOR YOU. THE FEE ALSO ASSUMES THAT THERE IS ONLY ONE DEBTOR INVOLVED IN THE FILING AND THAT EACH DEBTOR HAS BEEN A RESIDENT OF OHIO FOR THE PAST TWO YEARS, HAS NO STUDENT LOANS WHERE A HARDSHIP DISCHARGE ACTION IS REQUIRED, HAS NO VEHICLE TITLED IN HIS OR HER NAME AND NO REAL ESTATE IS INVOLVED IN THE FILING, THERE ARE NO ISSUES DEALING WITH TRANSFERS OF PROPERTY, THERE ARE NO ISSUES DEALING WITH PAYMENTS TO FRIENDS OR RELATIVES PRIOR TO THE FILING OF THE PETITION, THERE ARE NO REDEMPTIONS, REAFFIRMATIONS OR REDEMPTION OR REAFFIRMATION HEARINGS BEFORE THE COURT, THERE ARE NO ISSUES DEALING WITH EXCESS USE OF CREDIT OR LOADING UP ON DEBT, AND THE MEANS TEST RESULTS IN A BELOW MEDIAN INCOME CASE. SUCH FEES ALSO ASSUME THAT YOU HAVE NO MORE THAN FIVE (5) CREDITORS AND NO MORE THAN \$5,000.00 IN DEBT AND YOUR INCOME IS MOSTLY FROM SOCIAL SECURITY OR GOVERNMENT ASSISTANCE. IT ALSO ASSUMES THAT YOU HAVE NOT LOST YOUR DRIVERS LICENSE DUE TO A CHARGE OF NOT HAVING INSURANCE ON YOUR VEHICLE. SUCH FEES ALSO DO NOT INCLUDE ANY CHARGES FOR REPRESENTATION IN ANY POTENTIAL AUDIT OF YOUR CASE OR REPRESENTATION IN ANY MATTER OR ISSUE RAISED BY THE CHAPTER 7 TRUSTEE OR THE U.S. TRUSTEE. SHOULD ANY OF THESE EXCEPTIONS APPLY, OR ASSUMPTIONS DO NOT APPLY, THE INDICATED FEE WILL ALSO NOT APPLY. IN SUCH CASES, THE ATTORNEY FEE SHALL BE CALCULATED BASED UPON THE TIME ACTUALLY SPENT ON SUCH MATTERS, OR WHICH IS NORMALLY ALLOCATED TO SUCH PROCEDURES, AND AT THE RATE OF \$250.00 PER HOUR, OR PORTION OF AN HOUR, FOR NON HEARING OR COURT TIME, AND AT THE HOURLY RATE OF \$350.00 PER HOUR FOR TIME



Bodor Law Offices, L.L.C. is one of the few law firms Federally Designated as a debt relief agency, proudly helping people file bankruptcy since 1984.

Andrew Bodor is a Member of the National Association of Consumer Bankruptcy Attorneys

EXHIBIT

PENGAO 800-631-6088

Relator

SPENT ON NON-COURT AND COURT HEARINGS, AND A NEW FEE AGREEMENT WILL BE PRESENTED TO YOU FOR CONSIDERATION AND SIGNING.

Chapter 13

Debt reorganization involving repayment of at least a portion of your debts. This type of bankruptcy is for people who don't qualify for relief under Chapter 7 either because they have too many assets or too much income. Some other people file Chapter 13 because they need to get their driver's license back (if they have not been convicted as a habitual offender) or because they need to stop a foreclosure on their home. Still other people file Chapter 13 because they have particular debts that must be repaid, such as most taxes, or because they just feel strongly that they want to make an attempt to repay their debts while under the protection of the bankruptcy court, and they have the ability to do so.

Under Chapter 13, unlike Chapter 7, a debt repayment plan is set up through the bankruptcy court. The repayment plan may last from 36 months at a minimum to 60 months at a maximum. In basic terms, this involves figuring out how much money you can afford to pay to your creditors and then actually paying that amount to the Chapter 13 Trustee's office for the life of your plan. The actual amount of your plan payment and the length of your re-payment plan will be calculated by our office after discussions with you.

The attorney fees for the simplest Chapter 13 case are controlled by the court for the most part. Each jurisdiction sets its own fees. A certain amount of such fees may be paid up front, prior to filing, and the balance may be deferred and paid to us over the life of the Chapter 13 plan. In many cases the amount that may be paid up front to the attorney is controlled by the court. To find out what portion of the attorney fees could be deferred you must ask the attorney at the time of your Forms Check-list Conference. The court-controlled fee currently in the Cleveland jurisdiction is \$3,000.00; in Akron it is \$2,000.00; in Canton it is \$1,500.00 to \$2,000.00, depending upon the circumstances; and, in Youngstown it is \$3,000.00. Our fee will be either the court-controlled amount or higher, if the case is more complex and requires more work than what the court-controlled fee allows. If the fees are likely to deviate from the court-controlled fee, you will be informed of such deviation prior to filing. In all cases when the fees are greater than the court-controlled fees, we must file an application with the court for its approval. The court filing fee is \$274.00 and would have to be paid prior to filing, as well as the counseling fees. A minimum non-refundable payment of \$250.00 is required in order for us to start work on your case whether a Chapter 7 or 13. Payments are required of you each month to the Law Office as stated above until the filing of your Chapter 13 (or Chapter 7). Such required monthly payments shall be at least \$250.00 or the amount told you at the time of the next conference, whichever is greater.

And if you are filing a Chapter 13 bankruptcy case because there is a foreclosure sale pending on your residence or other real estate set within the next 30 days, you will need to pay all of the attorney fees, whether the court-controlled amount or otherwise, plus the court costs and counseling fees at the time you retain our office.

PLEASE NOTE: BY AGREEMENT WITH THE DEBTOR(S) OUR FEES DO NOT INCLUDE ANY FEES FOR ADVERSARY ACTIONS TO DECLARE JUNIOR MORTGAGES AS BEING UNSECURED OR TO AVOID ANY JUDGEMENT LIENS ON YOUR REAL ESTATE. ALSO, SHOULD YOU FAIL TO MEET YOUR OBLIGATIONS UNDER THE CHAPTER 13 PLAN (MAKING PAYMENTS TO THE TRUSTEE OR TO THE MORTGAGE HOLDERS) THERE ARE LIKELY TO BE ADDITIONAL FEES.

All Cases: (Chapters 7 And 13)

If you have decided to proceed with the filing of a bankruptcy petition through this office, please indicate below which type of case you would like to file (the attorney will review your choice and let you know if you qualify for such bankruptcy) and then sign this fee agreement in the space provided. You will also need to submit a completed bankruptcy questionnaire with all necessary supporting documents and pay the necessary fee retainer. By signing this fee agreement, you acknowledge and agree that all amounts paid for attorney fees to this office are deemed to be earned at the time payment is made and are non-refundable. This means that if you change your mind for any reason after you have made a payment to this office, there will be no refund for any amounts paid for attorney fees. Amounts you have paid for costs such as filing fees or credit reports may be refundable if the costs have not already been incurred at the time the request for a refund is made.



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Andrew Bodor is a Member of the National Association of Consumer Bankruptcy Attorneys

PLEASE NOTE: BY AGREEMENT WITH THE DEBTOR(S) OUR FEES DO NOT INCLUDE CHARGES FOR COURT COSTS, CREDIT REPORTS OR PRE OR POST BANKRUPTCY DEBT COUNSELING CERTIFICATES OR CHARGES FOR ANY OTHER DOCUMENTS YOU MAY BE REQUIRED TO OBTAIN BY THE U.S. BANKRUPTCY COURT OR THE BANKRUPTCY TRUSTEE ASSIGNED TO YOUR CASE. YOU WILL BE CHARGED ADDITIONAL FEES FOR ANY EXTRA COURT APPEARANCES CAUSED BY YOU NOT APPEARING AT THE CREDITORS' MEETING, BY YOU NOT SUPPLYING REQUIRED DOCUMENTATION, CERTIFICATES, IDENTIFICATION, OR IF THE TRUSTEE ADJOURNS SAID HEARING. YOU WILL ALSO BE CHARGED EXTRA FEES FOR ANY SECTION 2004 EXAMINATIONS (DEPOSITIONS), REPRESENTATION IN ANY APPEAL OF ANY DECISION, MOTIONS FOR RECONSIDERATION OR MODIFICATION, LIEN SEARCHES, APPRAISALS OF PROPERTY, OR FOR ANY PROCEEDING IN ANY LAWSUIT NOT CONNECTED WITH YOUR BANKRUPTCY, OR OTHER PROCEEDINGS ARISING OUT OF YOUR CONDUCT IN THIS CASE, OR ANY OTHER CASE OR MATTER PRIOR TO OR DURING THIS CASE.

We provide ONLY the following services under the fee agreements described above:

1. Review and analysis of your current financial situation
2. Determination as to whether client qualifies for relief under Chapter 7 and/or Chapter 13 of the Bankruptcy Code;
3. Description of relief available under Chapter 7 or Chapter 13 and description of how the bankruptcy process works;
4. Copies of notices required to be provided by the Bankruptcy Code;
5. We provide a questionnaire to be completed by you, with instructions, and a check-list of documents to be provided to this office and the Bankruptcy Court and/or Trustee;
6. Only ONE conference with the attorney in a Chapter 7 case to review the petition questionnaire and document "check-list", if applicable;
7. Preparation of bankruptcy petition and schedules of assets and liabilities, income and expenses, and statement of affairs and schedule of exempt property;
8. Computation of your average monthly income based on income for the past 6 months;
9. Preparation of Chapter 13 plan, if applicable, and amendments thereto if necessary;
10. Representation at ONE Meeting of Creditors (Trustee's Meeting);
11. No contacts with or negotiations with creditors for reaffirmation or redemption agreements for debtor, if applicable

If you decide to retain this office to proceed with the filing of a bankruptcy petition, prior to the filing of the Chapter 7 or 13, a more detailed fee agreement will be presented to you for consideration, consistent with this short-form Fee Agreement and with the restrictions set forth above. Such enhanced fee agreement will contain the actual fees to be charged for your Chapter 7 bankruptcy case and explain in detail our and your obligations during the prosecution of your case. An enhanced fee agreement will be presented to you for a Chapter 13 case only if it is anticipated that the actual fees are likely to be greater than the court-controlled fees.



NOTE: IT IS EXTREMELY IMPORTANT THAT YOU COMPLETE THE QUESTIONNAIRE ACCURATELY AND THOROUGHLY AND BRING IN ALL THE DOCUMENTS APPLICABLE TO YOUR CASE AND REQUESTED IN THE "CHECK LIST" BEFORE YOU TURN IT INTO OUR OFFICE FOR PROCESSING AT THE FORMS CONFERENCE WITH THE ATTORNEY. IT IS VERY IMPORTANT, ALSO, THAT PAYMENTS OF \$250.00 OR MORE, ARE MADE ON A MONTHLY BASIS TOWARDS THE FEES AND COSTS AND THAT THE DATA AND FORMS ARE PRODUCED ON A TIMELY BASIS. IF EITHER IS NOT DONE, THE LAW OFFICE SHALL WITHDRAW FROM ASSISTING YOU AND INFORM YOUR CREDITORS OF THIS FACT. AN ADDITIONAL FEE OF AT LEAST \$85.00 WILL BE CHARGED TO YOU EACH TIME THE OFFICE STAFF IS REQUIRED TO SPEND TIME WITH YOU. YOU WILL BE CHARGED AN ADDITIONAL FEE OF AT LEAST \$75.00, PLUS COURT COSTS, IF APPLICABLE, TO AMEND YOUR BANKRUPTCY SCHEDULES DUE TO INCOMPLETE OR INACCURATE INFORMATION, WHETHER BEFORE OR AFTER THE FILING OF THE PETITION; AND YOU WILL ALSO BE CHARGED AT LEAST \$100.00 FOR EACH ADDITIONAL CONFERENCE WITH THE ATTORNEY BEYOND THE CONFERENCE WHEN YOU ARE TO BRING IN THE COMPLETELY FILLED OUT QUESTIONNAIRE AND ALL OF THE "CHECK LIST" DOCUMENTS.

I agree to the provisions set forth above and agree to pay the fees as described for a Chapter 7 or Chapter 13 bankruptcy filing, for whichever I may qualify.

Client signature: *Howard B Bales*

Date: *10-25-10*

Client signature: _____

Date: _____

Attorney signature: *[Signature]*
Andrew Bodor, Esq.

Date: _____



TCBA

VS

CSABA ANDREW BODOR

C. BODOR_EXHIBIT 2.pdf

Youngstown
(330) 782-0799

BODOR LAW OFFICES LLC
ANDREW BODOR
8256 East Market St. Ste. 115
Warren, OH 44484
(330) 393-4060
(330) 393-0855 FAX

Cleveland
(216) 476-1730

March 9, 2012

Howard and Tina Baldwin
6487 St. Rt. 5
Kinsman, OH 44428

Dear Mr. and Mrs. Baldwin,

You had retained our office to represent you in a bankruptcy proceeding on October 25, 2010. Since this time, you have made six payments, with the last payment being made on March 13, 2011.

On January 17, 2011 you met with me and I had sent you back with your forms to finish, and to also get an appraisal on farm equipment and vehicles, 18 months of credit card statements and was told to claim 2 on your W-2's. To date, we have not received any appraisals.

On May 23, 2011 a letter was sent to you requesting information needed to proceed with the preparation of your bankruptcy. On February 23, 2011 you had called the office regarding income, 401k income that will be received, severance pay that will be received and a sign on bonus that you will be receiving at some point. It was also stated that you do not want to file at this time since you believe your income will be going down at some point.

Mandy, my paralegal for the Chapter 13 bankruptcies explained this to me as well as you only want to file if you will be garnished. However; that is not how our office works. There has been a great amount of time put towards the preparation of your petition and numerous requests for information that have been ignored.



By reviewing the status of your case, it appears that you are not serious on your intentions to file bankruptcy at this time.

As of today, March 9, 2012, Bodor Law Offices is no longer representing you in any bankruptcy proceedings and all creditor calls will be prompted to contact you directly.

In addition, I do see that you have an appointment scheduled with us on Wednesday, March 14, 2012. This appointment is no longer necessary for the reasons stated above.

Good luck in all of your future endeavors.

Thank you,

A handwritten signature in dark ink, appearing to read "Andrew Bodor", is written over a faint, illegible typed name.

Andrew Bodor
Attorney at Law

ENC