

RECEIVED

FEB 04 2015

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

BOARD OF PROFESSIONAL CONDUCT

In re:)
Complaint against)
DANIEL EARL BOND)
102 Water Street)
Chardon, Ohio 44024)
RESPONDENT)
GEAUGA COUNTY BAR ASSOCIATION)
Certified Grievance Committee)
114 East Park Street)
Chardon, Ohio 44024)
RELATOR)

No. 15 - 014 a 2

FILED

FEB 17 2015

**COMPLAINT
AND
CERTIFICATE**

BOARD OF PROFESSIONAL CONDUCT

**(Rule V of the Supreme
Court Rules for the
Government of the
Bar of Ohio)**

Now comes the Relator and alleges that Daniel E. Bond, an Attorney at Law, duly admitted to the practice of law in this State of Ohio is guilty of the following misconduct:

1. Relator is a certified grievance committee certified by the Board of Commissioners on Grievance and Discipline of the Supreme Court pursuant to Rule V, Section 3(C), of the Supreme Court Rules for the Government of the Bar to investigate allegations of misconduct by judges and attorneys and mental illness effecting judges or attorneys and to initiate complaints as a result of such investigations.
2. Respondent, Daniel E. Bond, is admitted to the practice of law in the State of Ohio and has been assigned Registration No. 0003004. Respondent is subject to the Code of Professional Responsibility, Ohio Rules of Professional Conduct and the Rules for the Government of the Bar of Ohio.
3. Relator has given the Respondent notice of each allegation contained in this Complaint and has given him an opportunity to respond to such allegations as

required by Rule V, Section 4(1), of the Supreme Court Rules for the Government of the Bar.

4. The undersigned counsel for Relator are each admitted to the practice of law in Ohio.
5. The written certification required by Rule V, Section 4(1)(7), of the Supreme Court Rules for the Government of the Bar has been signed by the Chairman of the Geauga County Bar Association Certified Grievance Committee and is attached to this Complaint as Exhibit A.

COUNT ONE

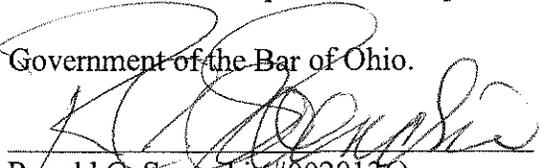
6. Paul Patrick Heald contracted with Respondent to represent him in asserting a claim for injuries and damages arising out of an occurrence on November 17, 2013, which was said to have occurred at his place of employment.
7. In furtherance of said representation Respondent entered into a contingency fee agreement with Paul Patrick Heald on February 3, 2014, which set forth the terms of his representation. A copy of the Contingent Fee Agreement is attached to this Complaint as Exhibit B.
8. Respondent proceeded to lend the sum of Two Thousand Dollars (\$2,000.00), with cash in the amount of Seven Hundred Dollars (\$700.00) and Thirteen Hundred Dollars (\$1,300.00) by check as is evidenced by copies attached to this Complaint as Exhibits C and D.
9. Respondent advised that Patrick Paul Heald was to repay the money from a paycheck within one (1) week period of time.
10. Respondent received a telephone call from a male on February 18, 2014 claiming to be Paul Silvren with a similar claim for a personal injury.

11. Respondent upon realizing that the second call was from Paul Patrick Heald went to the Chardon Police Department and reported the matter and filed a Complaint. A copy of the police report is attached to this Complaint as Exhibit E.
12. Respondent's Complaint with the Chardon Police Department resulted in an indictment of Paul Patrick Heald on charges of Theft (2912.02) and Forgery (2913.31).
13. Respondent's actions in this matter were referred to the Grievance Committee by the Geauga County Prosecutor.
14. Summary investigative report prepared by the Relator and attached to this Complaint as Exhibit F.
15. Respondent provided a written response to the Grievance Committee and a copy is attached to this Complaint as Exhibit G.
16. By acting in the manner alleged in Paragraphs 1 through 14, inclusive, of this Complaint, Respondent has violated Rule 1.8 (e): Conflict of Interest: Current Clients: Specific Rules, by providing financial assistance to a client in connection with pending or contemplated litigation.

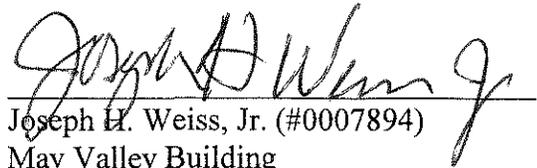
CONCLUSION

WHEREFORE, pursuant to Gov. Bar R. V, the Code of Professional Responsibility and Rules of Professional Conduct, relator alleges that respondent is chargeable with misconduct; therefore, relator requests that respondent be disciplined pursuant to Rule V of the Rules of the

Government of the Bar of Ohio.


Ronald C. Swencki (#0020136)

R.C. Swencki & Associates
2000 Standard Building
1370 Ontario Street
Cleveland, Ohio 44113
Tel: 216-621-6400
Fax: 216-621-5959
Counsel for Relator


Joseph H. Weiss, Jr. (#0007894)

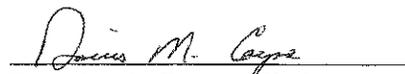
May Valley Building
8228 Mayfield Road, Suite 6B
Chesterland, Ohio 44026
Tel: 440-729-7278
Fax: 440-729-8132
Counsel for Relator

EXHIBIT A

CERTIFICATE

The undersigned, Dennis M. Coyne, of the Geauga County Bar Association Grievance Committee, hereby certifies that Ronald C. Swencki and Joseph H. Weiss, Jr. are duly authorized to represent 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: January 12th, 2015


Dennis M. Coyne, Chairman of the
Gauga County Certified Grievance
Committee

NOTICE OF INTENT

On the _____ day of January, 2015, relator sent Respondent's Name, Notice of Intent to File a Formal Complaint as required under Gov. Bar R.V(4)(1)(2).

Gov. Bar R. V, § 4(I) Requirement for Filing a Complaint

(1) Definition. "Complaint" means a formal written allegation of misconduct or mental illness of a person designated as the respondent.

(7) Complaints filed by the Disciplinary Counsel shall be filed in the name of Disciplinary Counsel as relator. Complaint filed by a certified grievance committee shall be filed in the name of the committee as relator. The complaint shall not be accepted for filing unless signed by one or more attorneys admitted to the practice of law in Ohio, who shall be counsel for the relator, and by bar counsel. The complaint shall be accompanied by a written certification, signed by the president, secretary, or chair of the certified grievance committee, that the counsel are authorized to represent the relator in the action and have accepted the responsibility of prosecuting the complaint to conclusion. The certification shall constitute the authorization of the counsel to represent the relator in the action as fully and completely as if designated and appointed by order of the Supreme Court with all the privileges and immunities of an officer of the Supreme Court. The complaint also may be signed by the grievant. Relator shall file both of the following with the secretary of the Board:

- (a) Four paper copies of the complaint and attachments;
- (b) One electronic copy of the complaint and attachments in electronic medium authorized by the secretary.

(8) Service. Upon the filing of a complaint with the Secretary of the Board, the relator shall forward a copy of the complaint to the Disciplinary, the certified grievance committee of the Ohio State Bar Association, the local bar association, and any certified grievance committee service the county or counties in which the respondent resides and maintains an office and for the county from which the complaint arose.

CONTINGENT FEE AGREEMENT

The undersigned, Paul Patrick Heald, (hereinafter known as Client) requests the legal services of Daniel E. Bond (hereinafter known as Attorney) for representation to assert a claim for damages arising out of an occurrence on or about November 17, 2013 in which Client was injured or claims to have sustained injury and damage.

Attorney shall perform all reasonable, necessary and usual services in matters of this kind including, but not limited to: investigation of facts, gathering of evidence, preparation of exhibits, interviewing witness(es), compiling records of expenses, and negotiations with the adversary's insurance carrier or other representative.

If a settlement is not effected which is satisfactory to the Client, Attorney agrees to bring an action against those persons or entities legally liable to Client to attain the benefits provided by judicial oversight of the claim. In connection with this, Attorney will file all necessary court papers, attend pretrial conferences and status conferences, prepare appropriate interrogatories, requests for admissions and requests for production of documents, attend and take appropriate depositions, and continue settlement negotiations. If a settlement satisfactory to Client cannot be attained, Attorney agrees to try the case in the trial court unless permitted to withdraw pursuant to Rule 1.16(b) of the Rules of Professional Conduct.

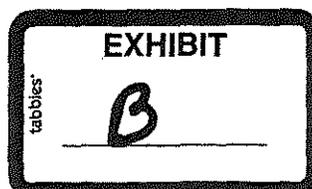
If a judgment in favor of Client is obtained in the trial court and the adversary appeals, Attorney shall provide all appropriate services in resistance to the appeal, including review of the trial court's record, preparation of appropriate briefs, and oral argument in the reviewing courts. If the trial of the case should result in a judgment that is adverse to Client, Attorney shall not be obligated to appeal. Attorney shall advise Client of the opinion concerning the advisability of appeal and may undertake to provide services as appellate counsel under a new, separate and distinct FEE AGREEMENT.

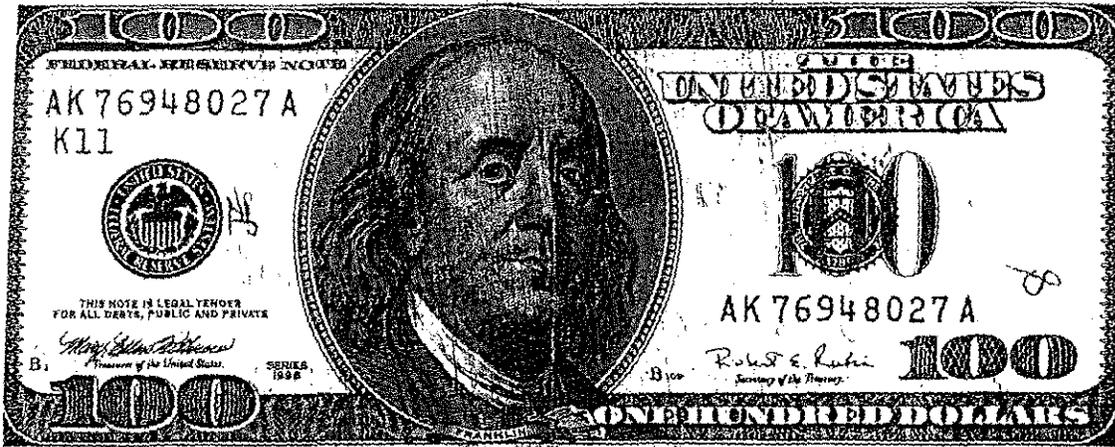
The fee of Attorney shall be contingent upon the result obtained. There shall be no legal obligation by Client to pay Attorney any fee if nothing is recovered from the adversary or from the Client's insurer in an underinsured or uninsured situation. However, Client is responsible for all expenses incurred in the prosecution of the claim. Client gives permission to Attorney to advance the payment of costs and expenses, but Client acknowledges the Client remains responsible for payment of said costs and expenses and agrees to reimburse Attorney for any such costs and expense for which Attorney advances payment. Client may reimburse Attorney as costs and expenses are incurred or, if Client reimburses Attorney upon settlement, Client agrees that such costs and expenses shall be paid out of Client's portion of the settlement proceeds.

The legal fee of Attorney shall be 1/3 (one-third) of the gross amount recovered.

In the event of discharge by Client and in the event Client subsequently recovers money or other property as a result of this action, Client shall be indebted to Attorney for legal fees based upon the value in Chardon, Ohio of legal services rendered and for any costs and expenses advanced by Attorney.

Attorney reserves the right to withdraw from representation if Client fails to cooperate or follow Attorney's advice on a material matter, or if any fact or circumstance arises or is discovered that would, in Attorney's view, render continuing representation unlawful or unethical. Client should be aware of an ethical requirement imposed on all Ohio attorneys that if a client, in the course of representation by an attorney, perpetrates a





Temporary loan of \$700.00 cash
advanced 2/3/14 by Daniel E. Borich
to Patrick Paul Heald.

Patrick Paul Heald
Patrick Paul Heald

EXHIBIT
C

Daniel E. Bond, Esq. LLC
104 Water Street
Chardon, Ohio 44024
(440) 285-3123

Date 2/3/14

0201
6-7045/2410

Pay to the order of Paul Heald

\$ 1300.00

One thousand three hundred and 00/100 hundredths Dollars

PARK VIEW FEDERAL SAVINGS BANK

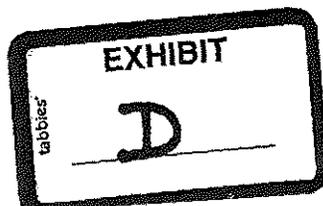
Daniel E. Bond
Daniel E. Bond, Esq. LLC

For _____

⑆ 24 6070459⑆ 3029019471⑆ 0201

Oscar © 2008

www.checkworks.com





First National Bank

Business Online Banking

Account Activity

Activity for your account is displayed below. Click the check number link to view a check image if available for your account.

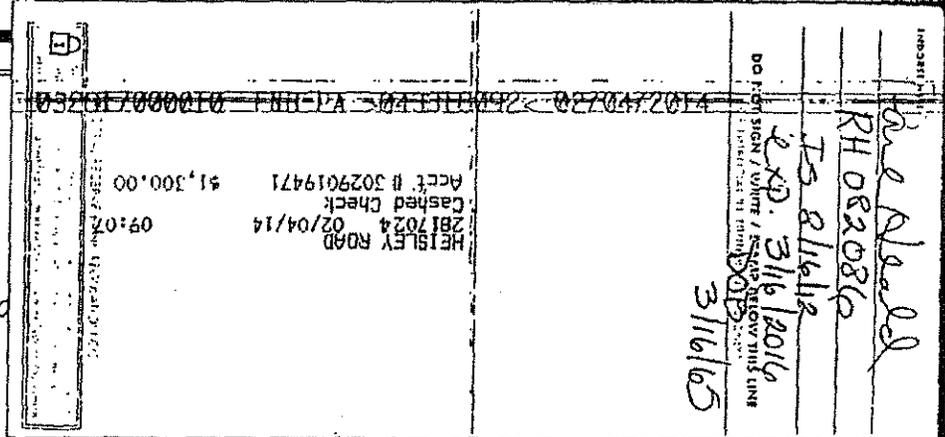
Business Checking

Account Number: *****9471
 Available Balance: \$343.96
 Ledger Balance: \$437.24
 Previous Statement Balance: \$804.59
 Last Deposit: \$150.00
 Last Deposit Date: 2/12/2014
 Last Check: \$200.00
 Last Check Date: 2/13/2014

Account: Business Checking *****9 Type: All Types-- Category: All Categories-- From: 1/19/2014 To: 2/18/2014
 Check Number 0000000201
 History can be displayed for up to 2 years but only 90 days

Items in italics are pending transactions.

Date	Description	Category	Amount	Balance
2/21/2014	PROCESSING: 815109 FREAUIH MORGANS PLACE MORGANS PLACE CHARDON OHUS -5812	UNCATEGORIZED	\$1,300.00	
2/26/2014	PROCESSING: 502166 FREAUIH SMARTSIGN SMARTSIGN 718- 797-1900 NYUS -5943	UNCATEGORIZED	(\$37.90)	*
2/18/2014	PROCESSING: 31086 RECLARKING WWW.LANDI.COM WWW.LANDI.COM 877-4612631 FAUS -4816	UNCATEGORIZED	(\$29.91)	*
2/13/2014	9360 ATM WTD 02/13 11:50 FNB OF PA 540 WATER STREET CHARDON OHUS -6011	ATM	(\$200.00)	\$437.24
2/12/2014	Deposit	UNCATEGORIZED	\$150.00	\$637.24
2/11/2014	Check	UNCATEGORIZED 0000000202	(\$1,200.00)	\$487.24
2/11/2014	Deposit	UNCATEGORIZED	\$400.00	\$1,687.24





Chardon Police Department

Deputy Report for Incident T14-0871

Nature: Theft

Address: 104 Water St; City of Chardon; City of Chardon

Location: T

Chardon OH 44024

Offense Codes: SUSP

Received By: Talarcek D CHPD

How Received: T

Agency: CHPD

Responding Officers: Shaw M CHPD

Responsible Officer: Shaw M CHPD

Disposition: CLO 02/18/14

When Reported: 12:17:00 02/18/14

Occurred Between: 12:16:32 02/18/14 and 12:16:32 02/18/14

Assigned To:

Detail:

Date Assigned: **/**/**

Status:

Status Date: **/**/**

Due Date: **/**/**

Complainant:

Last:

First:

Mid:

DOB: **/**/**

Dr Lic:

Address:

Race:

Sex:

Phone:

City: ,

Offense Codes

Reported: SUSP Suspicion

Observed: TPOT Theft, Prop, Othr

Additional Offense: SUSP Suspicion

Circumstances

Responding Officers:

Unit :

Shaw M CHPD

207

Responsible Officer: Shaw M CHPD

Agency: CHPD

Received By: Talarcek D CHPD

Last Radio Log: 13:31:41 02/18/14 C

How Received: T Telephone

Clearance: RTF Report to Follow

When Reported: 12:17:00 02/18/14

Disposition: CLO Date: 02/18/14

Judicial Status:

Occurred between: 12:16:32 02/18/14

Misc Entry:

and: 12:16:32 02/18/14

Modus Operandi:

Description :

Method :

Involvements

Date

Type

Description



02/18/14	Name	Bond, Daniel E	Victim
02/18/14	Name	Heald, Paul	Subject
02/18/14	Cad Call	12:17:00 02/18/14 Suspicious	Initiating Call

Narrative

02/18/2014, 1216 hrs., Ofc. M.E. Shaw #207

Date, Time, Reporting Officer:

On Tuesday, 02/18/2014, at approximately 1216 hrs., Daniel Bond came to the Chardon Police Department to file this report.

Bond explained that he is an attorney. He received a phone call early in February from a male identifying himself as Patrick Paul Heald. Heald told Bond that someone had recommended he seek Bond's services for a personal injury case.

Heald agreed to meet with bond at the Lakeshore Diner in Willoughby. The two met there and had lunch on 02/03/2014.

Bond said that Heald had his right arm wrapped in a bandage and he was limping. Heald told him that he had been employed by L & R Industrial out of Euclid, Ohio and was doing work at Steris Corporation in November of 2013. While at Steris, he was badly burned in an industrial accident and is now seeking legal counsel in the matter. Bond took notes during their conversation.

At some point, Heald asked Bond for a financial loan. Heald claimed that he had to purchase some medication and pay some living expenses. He would be able to pay Bond back within a couple of weeks once his paycheck from work was sent to him. He told Bond that the paycheck would be for about \$4600.

Bond told me that the two met at his Chardon office on 02/03/2014. Bond gave Heald \$700 in cash (seven \$100 bills) and a check for \$1300. Bond took a photo copy of the cash and wrote on the paper "Temporary loan of \$700 cash advanced 2/13/14 by Daniel E. Bond to Patrick Paul Heald." Heald then signed below this writing.

Since that day, Heald and Bond have spoken on the phone a couple of times and Heald has made excuses as to why he has been unable to get back with Bond to repay the money. During one conversation, Heald claimed to be out of the area and having car transmission problems. He asked Bond again for a loan and Bond refused.

Today, 02/18/2014, Bond received a phone call from a male claiming to be Paul Silvien. The male told Bond that he would like to meet with him about using his services for a personal injury case. The male asked Bond to pick him up at his apartment at 1209 Lost Nation Road in Willoughby so the two could talk. Bond then came to the police department to file this complaint.

Bond had copies of the \$700, the cashed check for \$1300, and the Contingent Fee Agreement signed by himself and Heald. The check had been cashed at a bank on Heisley Road in Mentor on 02/04/2014. The clerk had checked the identification of the person cashing the check and wrote the information on the back. The check was signed "Paul Heald" (in what appears to be a different handwriting than that used to sign Bond's paperwork on 02/03/2014 - Bond mentioned that the male on 02/03/2014 used his left hand to sign as his right hand was bandaged). The bank clerk marked down a birthdate of "03/16/65" and an Ohio driver's license number of "RH082086".

Upon checking in OHLEG, I found this driver's license and birthdate to belong to Paul E. Heald. I printed that information. I also noticed a Patrick J. Heald with the same birthdate. I printed this information, as well. It is unknown at this time if the two are related. I showed both pictures to Bond to see if the person he had met with was even using their real name and he said that the picture of Paul E. Heald looked similar to the man he had met in Willoughby. When I mentioned that the man in the picture was 6'07" tall, Bond said that the man he met was not even close to being that tall. He could not be sure if the picture of Patrick Heald (5'10") was the man he may have met with on

that day.

I contacted the Willoughby Police Department's detective bureau and spoke with Sergeant Tartaglia. Tartaglia told me that he was familiar with the scam as some attorneys in his area had also been contacted. None had actually gone so far as to allow Heald to facilitate the money transfer. I mentioned that Bond had been telephoned by a Paul Silvien and Tartaglia said that he recognized that name as being used by Heald, as well. I mentioned that Bond was supposed to meet with this male today at 1600 hrs. in Willoughby and Tartaglia said that he and his staff would be willing to meet with Bond and be present when Bond met with the male. If a transaction was made between the two, Willoughby Police would make an arrest.

I passed this information onto Bond who immediately got in contact with Tartaglia. I spoke with Tartaglia who confirmed that Bond was coming to meet with him at 1500 hrs. today to discuss the meet with the male in Willoughby. At this point, I am faxing a copy of this report to Tartaglia in the event they take someone into custody in relation to this report.



Responsible LEO:

Approved by:

Date

Supplement

CAD Call info/comments

=====

Speak to officer about possible scam

Supplement

Chardon Police Department
Supplemental Narrative

Details of Supplemental Narrative:

02/20/2014, Ofc. M.E. Shaw #207
Date, Time, Reporting Officer

Bond did meet with Willoughby detectives on 02/18/2014. In speaking, they realized that the caller, who they believed to be Heald, didn't realize that he had already scammed Bond for money earlier in the month. Detective Tartaglia decided to pose as Bond and meet with the male so that he would not recognize the real Bond. They arranged a meet at a bar in Willoughby.

Upon meeting, Tartaglia recognized the male as Heald from past dealings. Tartaglia was recording the meeting in which Heald gave the same story about an industrial accident at Steris Corp. in Mentor. All of the details that he was giving to Tartaglia appeared to be identical to the story that he had given Bond on 02/03/2014. At some point, Heald asks Tartaglia for a loan for medication and expenses. Heald was given \$470 and signed a contract promising to pay it back. He was then arrested by detectives. Heald confessed that he had been using this scam for years in order to get money to support his crack cocaine habit. During further questioning, Heald confessed to meeting with Bond earlier in the month and taking \$2000 from him with no intention of paying it back. He also admitted that the backstory about the industrial accident was a fabrication and that he was not looking for attorney representation for any case.

Willoughby P.D. emailed me a copy of their report, a copy of which is included with this report. Willoughby P.D. will also get a hard copy (on disc) of the recorded interview with Heald delivered to Chardon P.D. in the near future. Heald was unable to write as he has an injury to his right arm, so his confession is all verbal and recorded.

This report will be forwarded for Grand Jury review for charges related to Theft and/or Fraud.



Supplement

Chardon Police Department
Supplemental Narrative

Details of Supplemental Narrative:

02/24/2014, Ofc. M.E. Shaw #207
Date, Time, Reporting Officer

On 02/24/2014, a Willoughby police officer dropping off a DVD with the recording of their interview of Paul Heald on 02/18/2014.

At around 24:05, at 29:00, and at 33:30 of the interview, there are references to Heald's meeting with Bond and Heald agrees that his intention was to scam Bond (and others) out of money.



Name Involvements:

Victim : 44052

Last: Bond

DOB: 02/14/50

Race: W **Sex:** M

First: Daniel

Dr Lic: RH103009

Phone: (440)564-7282

Mid: E

Address: 10484 Bell St; Newbury Twp

City: Newbury, OH 44065

Subject : 167597

Last: Heald

DOB: 03/16/65

Race: W **Sex:** M

First: Paul

Dr Lic: RH082086

Phone: () -

Mid:

Address: 1209 Lost Nation Rd; Willoughby

City: Apt 204

City: Willoughby, OH 44094

OFFENSE	OFFENSE FRAUD	CLASSIFICATION	REPORTING AREA	COMPLAINT NUMBER T14-0871
OFFENSE	LOCATION BY ADDRESS 104 WATER ST. CHARDON	LOCATION BY NAME		DATE AND TIME OF INCIDENT 02/18/2014-1216 ⁴⁵

MASTER NAME INDEX INFORMATION	01	NAME - LAST BOND	FIRST DANIEL	MI E.	DOB	RACE W	SEX M	REL. VIC	
	ADDRESS - NO. 104 WATER ST.		STREET	APT.	CITY CHARDON, OH	STATE OH	HOME PHONE	SOC. (OPTION)	
					BUSINESS PHONE (440) 285-3123				
	02	NAME - LAST HEALD	FIRST PAUL	MI	DOB 03/16/65	RACE W	SEX M	REL. SUB	
	ADDRESS - NO. 1209 LOST NATION RD.		STREET #204	APT.	CITY WILLOUGHBY, OH	STATE	HOME PHONE	SOC. (OPTION)	
					BUSINESS PHONE				
03	NAME - LAST	FIRST	MI	DOB	RACE	SEX	REL.		
ADDRESS - NO.		STREET	APT.	CITY	STATE	HOME PHONE	SOC. (OPTION)		
				BUSINESS PHONE					
04	NAME - LAST	FIRST	MI	DOB	RACE	SEX	REL.		
ADDRESS - NO.		STREET	APT.	CITY	STATE	HOME PHONE	SOC. (OPTION)		
				BUSINESS PHONE					
05	NAME - LAST	FIRST	MI	DOB	RACE	SEX	REL.		
ADDRESS - NO.		STREET	APT.	CITY	STATE	HOME PHONE	SOC. (OPTION)		
				BUSINESS PHONE					
06	NAME - LAST	FIRST	MI	DOB	RACE	SEX	REL.		
ADDRESS - NO.		STREET	APT.	CITY	STATE	HOME PHONE	SOC. (OPTION)		
				BUSINESS PHONE					
INDEXED PERSONS	01	NAME - LAST	FIRST	MI	DOB	RACE	SEX	REL.	
	SOC.		HGT	WGT	HAIR	EYE	SKIN	NAT	S-M-T
	ADDRESS - NO.		STREET	APT.	CITY	STATE	ALIAS		
02	NAME - LAST	FIRST	MI	DOB	RACE	SEX	REL.		
SOC.		HGT	WGT	HAIR	EYE	SKIN	NAT	S-M-T	
ADDRESS - NO.		STREET	APT.	CITY	STATE	ALIAS			
03	NAME - LAST	FIRST	MI	DOB	RACE	SEX	REL.		
SOC.		HGT	WGT	HAIR	EYE	SKIN	NAT	S-M-T	
ADDRESS - NO.		STREET	APT.	CITY	STATE	ALIAS			
04	NAME - LAST	FIRST	MI	DOB	RACE	SEX	REL.		
SOC.		HGT	WGT	HAIR	EYE	SKIN	NAT	S-M-T	
ADDRESS - NO.		STREET	APT.	CITY	STATE	ALIAS			

RACE CODES A Asian/Pacific Isl B Black I Amer Indian U Unknown W White H Hispanic Origin	HAIR CODES BAL Bald BLK Black BLN Blond BRO Brown GRY Gray RED Red SDY Sandy WHT White XXX Unknown	RELATIONSHIP CODES ARA Arrested, Adult ARJ Arrested, Juvenile BSO Bus. Owner COM Complainant GJC Guardian/ Juv. Complainant NOK Next of Kin OIV Others Involved PRP Person Reporting SUB Subject SUS Suspect VIC Victim WIT Witness PED Pedestrian	COLOR CODES SIL Aluminum BGE Beige BLK Black BLU Blue DBL Dk. Blue LBL Lt. Blue BRZ Bronze BRO Brown MAR Burgundy COM Chrome CPR Copper CRM Cream GLD Gold GRY Gray GRN Green DGR Dk Green LGR Lt. Green CRM Ivory LAV Lavender MAR Maroon ONG Orange PNK Pink PLE Purple RED Red SIL Silver TAN Tan TRQ Turquoise WHT White YEL Yellow MUL/COL Multicolored
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NARRATIVE

Large empty area for narrative text.

EVIDENCE RECOVERED <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CRIME SCENE PROCESSED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
EVIDENCE NO. _____		BY WHOM _____	
NEIGHBORHOOD CHECKED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (Details in Narrative)		PHOTOS TAKEN <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
WILL PROSECUTE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	WHO WILL SIGN COMPLAINT? VICTIM	REPORTING OFFICER SHAW	I.D. NO. # 207 SUPERVISOR
REPORT STATUS <input type="checkbox"/> Unfounded <input type="checkbox"/> Closed Arrest	<input type="checkbox"/> Exceptional/Cleared <input type="checkbox"/> Pending	<input type="checkbox"/> Administrative/Closed <input checked="" type="checkbox"/> Refer to Prosecutor	<input type="checkbox"/> Insurance <input type="checkbox"/> Civil REVIEW OFFICER LTC [Signature]
FOLLOW-UP REQUIRED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	UNIT ASSIGNED FOLLOW-UP <input type="checkbox"/> Patrol <input type="checkbox"/> Det. <input type="checkbox"/> Juv. <input type="checkbox"/> Other Agency	DATE OF REPORT 02/18/2014	Page _____ of _____ Pages

INVESTIGATION SUMMARY

The events as related by the Attorney occurred on February 3, 2014 and were given to the Chardon Police Department.

The Attorney had received a telephone call earlier that month from the respective Client. The Attorney and Client, as a result of that telephone call met, at the Client's request, at a place called "The Lakeshore Diner" in Willoughby, Ohio. They had lunch that day. Apparently, the Client had his right arm wrapped in a bandage.

He indicated to the Attorney that he was employed by a company in Euclid, Ohio and was doing work as part of a subcontracting crew at Steris Corporation in Mentor, Ohio. While doing that work, in November 2013, he sustained injuries. He supposedly was referred to the Attorney.

Apparently, during the course of that lunch, he indicated that he could use a loan for some medication and some living expenses, and he was expecting a pay check to be sent to him for approximately \$4,600.00 by his employer.

On that same date, sometime after the luncheon meeting in Willoughby, the Client and the Attorney met at the Attorney's office in Chardon. At that time, the Attorney gave \$700.00 in cash and a check for an additional \$1,300.00, payable to the Client. Documentation regarding the \$2,000.00 refer to it as a "temporary loan." This was apparently signed by the Client at the Attorney's Office.

Between February 3 and February 18, 2014, the Parties spoke on the telephone a few times but the Client made excuses and was never responsive to repaying the Attorney.



On February 18, 2014 the Attorney made a complete report to the Chardon Police Department, at the Department.

The Client was subsequently arrested by the Willoughby Police Department and admitted to defrauding the Attorney and, had indicated he had done this to other Attorneys in the past.

The Fee Contract, allegedly signed by the Client and by the Attorney has a handwritten date of February 3, 2014. The check given by the Attorney is dated February 3, 2014. However, the "Account Activity" from the First National Bank contains the backside of that check, which apparently was negotiated by the Client, and negotiated by the Bank on February 4, 2014.

The Attorney admits to the Police that he loaned or advanced the funds, and that they are referred to as "Loans".

When meeting with the Attorney we were never shown his file that was supposedly established for this representation. In fact, the only documentation that we were given came from James R. Flaiz, Prosecuting Attorney for Geauga County, that contained the Police Reports of Chardon, as well as Police Reports from Willoughby, Ohio.


RONALD C. SWENSKI

Daniel E. Bond, Esq. LLC Law Office

102 Water Street, Chardon, Ohio 44024

August 4, 2014

Geauga County Bar Association
Certified Grievance Committee
c/o Joseph H. Weiss, Jr., Esq. & Ronald C. Swencki, Esq.
8228 Mayfield Road – Suite 6B
Chesterland, Ohio 44026

Re: Disciplinary matter involving Paul Heald

Dear Madams and Sirs:

This correspondence is my response to the issues under consideration in the above-referenced matter. I agree with the descriptions of events set forth in the police reports in your possession. I further agree that my conduct therein described violated Section 1.8(e) of the Rules of Professional Conduct, if those rules apply in the circumstances.

I have conducted a thorough review of disciplinary cases decided by the Supreme Court of Ohio, and I have found no cases in which the question of whether the attorney-client relationship existed was in question. Further, no cases involved a confidence man fraudulently purporting to engage an attorney. Given this, I have explored a couple other avenues.

In the case of State ex rel. V & A Risk Services v. State of Ohio Bureau of Workers' Compensation 2012-Ohio-3583 (10th Dist.) the court was required to define the term "client", and offered the following, at paragraph 32: "... Webster's Encyclopedic Unabridged Dictionary of the English Language 276 (1997) defines "client, " in part, as "a customer." Random House Dictionary of the English Language 386 (1987) defines "client" as "a person or group that uses the professional advice or services of a lawyer, accountant, advertising agency, architect, etc." or "a customer." Blacks Law Dictionary 289 (9th Ed.2009) defines "client" as "[a] person or entity that employs a professional for advice or help in that professional's line of work." ...” Mr. Heald never intended to, nor did he, employ me for advice or help in my professional line of work as an attorney.

Ohio Rev. Code Sec. 4705.15, in pertinent part, states as follows:

“(A) As used in this section:

- (1) "Contingent fee agreement" means an agreement for the provision of legal services by an attorney under which the compensation of the

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EXHIBIT

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attorney is contingent, in whole or in part, upon a judgment being rendered in favor of or a settlement being obtained for the client and is either a fixed amount or an amount to be determined by a specified formula, including, but not limited to, a percentage of any judgment rendered in favor of or settlement obtained for the client. ...”

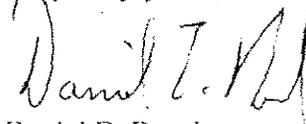
Clearly, “an agreement for the provision of legal services” is required. It is axiomatic that an agreement procured by fraud is a nullity. *Imperial Aluminum, Inc v. Gino J. Persuric*, 81-LW-1031 (8th Dist.) Indeed, if an attorney-client relationship existed between Paul Heald and me, then any disciplinary proceeding relating thereto should include allegations that I violated Rule 1.3 - Diligence – by failing to pursue his claims, and that I violated Rule 1.6(a) - Confidentiality of Information - by reporting Mr. Heald’s conduct to the police. [Please note that none of the exceptions in rule 1.6(b) apply because Mr. Heald’s crime had already occurred, and the financial interests involved were my own, not those of another.]

It is also worth observing that Mr. Heald stated to Sgt. Matthew A. Tartaglia of the Willoughby Police Department (Incident Report Number 14-04732) that “ he has been pulling the same scam for nearly twenty years ...”, and “he deceives attorneys out of money to support his crack cocaine addiction.” Obviously the scam had worked before, but had never been reported by any of the scammed attorneys, either to law enforcement, or to disciplinary authorities. I also did not report the matter to disciplinary authorities because of my position that the Rules of Professional Conduct do not appertain in the circumstances.

Finally, Rule 1.18 - Duties to Prospective Client, provides some guidance. Subpart (a) states: “A person who discusses with a lawyer the possibility of forming a client-lawyer relationship with respect to a matter is a prospective client.” Mr. Heald never engaged in such discussions with me, given that he never intended to form a client-lawyer relationship with me. Because of this, he was never in a prospective client-lawyer relationship with me, much less an actual client-lawyer relationship.

Thank you for your consideration of my position.

Very truly yours,



Daniel E. Bond