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

**BOARD OF COMMISSIONERS
ON GRIEVANCES & DISCIPLINE**

In re:

Complaint against

**Timothy Eric Bellew, Esq.
7695 Glen Oaks Drive, NE
Warren, OH 44484
Attorney Registration No. (0067573)**

14 - 069
No. _____

Respondent,

COMPLAINT AND CERTIFICATE

**Disciplinary Counsel
250 Civic Center Drive, Suite 325
Columbus, Ohio 43215-7411**

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

FILED

OCT 06 2014

Relator.

**BOARD OF COMMISSIONERS
ON GRIEVANCES & DISCIPLINE**

Now comes the relator and alleges that Timothy Eric Bellew, Attorney at Law, duly admitted to the practice of law in the state of Ohio, is guilty of the following misconduct:

1. Respondent, Timothy Eric Bellew, was admitted to the practice of law in the state of Ohio on May 12, 1997. Respondent is subject to the Code of Professional Responsibility, the Rules of Professional Conduct, and the Rules for the Government of the Bar of Ohio.

COUNT I – Failure to Keep Required IOLTA Records

2. On June 21, 2013, relator received an overdraft notice from Chase Bank that respondent's IOLTA (account number XXXXX7757) became overdrawn on June 11, 2013.
3. On July 5, 2013, relator sent a letter of inquiry relating to the June 11, 2013 overdraft to respondent by certified mail to the address provided by respondent at that time to the Attorney Registration Office, 214 N. State Street, Girard, Ohio 44420.

4. Although respondent received relator's letter on July 25, 2013, he did not reply to the allegations.
5. On July 25, 2013, respondent promised relator's office that he would provide his response no later than August 1, 2013; however, respondent did not provide his response by the promised date.
6. On August 6, 2013, relator sent a second letter of inquiry relating to the June 11, 2013 IOLTA overdraft to respondent by certified mail to the above-referenced address that respondent had provided to the Attorney Registration Office.
7. Although respondent received relator's second letter on August 15, 2013, he did not reply to the allegations.
8. On August 26, 2013, relator sent a third letter requiring respondent's response to relator's previous inquiries. Relator's letter was sent by first-class mail to the address provided to the Attorney Registration Office. Respondent did not reply to relator's letter.
9. On August 30, 2013, relator received an additional overdraft notice from Chase Bank that respondent's IOLTA (account number XXXXXX7757) became overdrawn on August 19, 2013.
10. The Insufficient Funds Notice described the item causing the overdraft as a transaction from (8778361506Gplend) in the amount of \$126.91. The IOLTA account balance reflected on the overdraft notice was \$12.39.
11. On September 9, 2013, relator sent a letter requiring respondent's response to the August 19, 2013 overdraft notice. Relator's letter was sent by first-class mail to the above-referenced address provided by respondent to the Attorney Registration Office. Respondent did not reply to relator's letter.

12. On at least five more occasions between August 26, 2013 and October 7, 2013, relator received additional overdraft notices from Chase Bank indicating that respondent's IOLTA was overdrawn and described the same item as causing the overdraft, i.e., (8778361506Gplend) in the amount of \$126.91.
13. On September 19, 2013, relator sent a letter requiring respondent's response to three additional overdraft notices dated August 26, September 3, and September 9, 2013. Relator's letter was sent by first-class mail to the above-reference address that respondent had provided to the Attorney Registration Office. Respondent did not reply to relator's letter.
14. Due to respondent's lack of cooperation and in furtherance of relator's investigation, relator obtained respondent's Chase Bank account records pursuant to a subpoena duces tecum.
15. Respondent's Chase Bank account records shows that, between September 2012 and September 2013, respondent deposited unearned client funds into his Chase Bank business checking (account number XXXXX7807) on at least twenty occasions in the amount of at least \$48,930.18.
16. Between September 2012 and June 2013, respondent's Chase Bank IOLTA (account number XXXXX7757) monthly balance was maintained at \$10 and there was no activity until the transaction that caused the June 11, 2013 overdraft.
17. Between September 2012 and September 2013, respondent utilized his Chase Bank business checking (account number XXXXX7807) through automatic teller cash withdrawals and debit card transactions on a monthly basis for his personal use.

18. On November 16, 2012, respondent deposited into his Chase Bank business checking (account number XXXXX7807) a settlement check, made payable to "William R. Bartlett and Timothy Bellew his atty" in the amount of \$43,230.18.
19. On November 21, 2012, respondent issued to Mr. Bartlett, from his Chase Bank business checking (account number XXXXX7807), a settlement disbursement check in the amount of \$28,830.18.
20. On or about November 21, 2013, relator scheduled a meeting with respondent to be held at relator's office on December 4, 2013.
21. Respondent confirmed that he also receives first-class mail at P.O. Box 427, Girard, Ohio 44420, and at his residential address 7695 Glen Oaks Dr. Northeast, Warren, Ohio 44484.
22. The address that respondent provided to the Attorney Registration Office as of November 27, 2013 was 1 South State Street, Girard, Ohio 44420.
23. As of the date of this complaint, the address that respondent has provided to the Attorney Registration Office remains the same above-referenced address.
24. Prior to the scheduled meeting and in furtherance of relator's investigation, relator requested that respondent bring to the meeting copies of respondent's bank statements, deposits, withdrawals, and cancelled checks from his IOLTA (account number XXXXX7757) and business checking (account number XXXXX7807) for the months of October and November 2013.
25. Relator also requested that respondent bring copies of client ledgers and fee agreements pertaining to both accounts from September 2012 through December 2013, and respondent's client ledgers and fee agreements pertaining to his clients, William Bartlett and Brent Jones.

26. Relator's meeting with respondent was rescheduled for December 11, 2013 at respondent's request.
27. Respondent attended the meeting on December 11, 2013 but only provided relator with his contingent fee agreement related to his client, William Bartlett. Respondent failed to provide relator with client ledgers, fee agreements, or any additional documents that relator had requested.
28. Even though respondent maintained a Chase Bank IOLTA, he failed to appropriately safeguard his unearned client funds; rather, respondent habitually deposited unearned client funds into his Chase Bank business checking account.
29. Respondent does not maintain client ledgers.
30. Respondent does not perform a monthly reconciliation of his IOLTA.
31. Respondent failed to provide relator with a written response to relator's multiple letters of inquiry related to the June 11, 2013 overdraft of respondent's IOLTA.
32. With respect to the overdraft notice that initiated relator's investigation, on or about June 11, 2013, respondent wrote a check from his IOLTA as a refund of fees to a client that paid him \$100 cash. Respondent issued the check from his IOLTA with full knowledge that he had insufficient funds to cover the payment; thereby, causing his IOLTA account to become overdrawn.
33. On December 11, 2013, respondent signed an affidavit acknowledging his obligations pursuant to Rule 1.15 of the Ohio Rules of Professional Conduct.
34. At the December 11, 2013 meeting with relator, respondent promised by January 31, 2014, to provide relator with copies of his client ledgers and invoices for all of his current clients, his bank statements for both his IOLTA and business checking accounts for

- October, November, and December 2013, and his settlement statement for client, William Bartlett.
35. As of the date of this complaint, respondent has failed to provide relator with any of the above-referenced documentation that was requested by relator on December 11, 2013; furthermore, respondent has failed to have any further communication with relator since the December 11, 2013 meeting.
 36. Respondent did not prepare a closing/settlement statement for his client, William Bartlett, even though the settlement check was endorsed by both parties, deposited, and some funds were disbursed to William Bartlett.
 37. On March 31, 2014 and April 7, 2014, relator received additional overdraft notices from Chase Bank reporting that respondent's IOLTA (account number XXXXX7757) became overdrawn on March 20, 2014 and March 27, 2014. Both overdraft notices described the transaction causing the overdrafts as (Paypal, Echeck 5Xj227Wtjxb78) in the amount of \$197.00. Both items were returned unpaid as the account balance was only \$140.80.
 38. On April 4, 2014, relator sent a letter to respondent requiring his response to the March 20, 2014 overdraft. Relator sent the letter to respondent by first-class mail to P.O. Box 427, Girard, Ohio, 44420, and to respondent's residential address, 7695 Glen Oaks Dr. Northeast, Warren, Ohio 44484. Respondent failed to reply to relator's letter.
 39. Respondent's conduct as outlined above violates the Ohio Rules of Professional Conduct, specifically Prof. Cond. R. 1.15(a) (requiring a lawyer to keep client funds in an interest bearing trust account separate from the lawyer's own property); Prof. Cond. R. 1.15(a)(2) (requiring a lawyer to maintain a record for each client that sets forth the name of the client; the date, amount, and source of all funds received on behalf of the client; the date,

amount, payee, and purpose of each disbursement made on behalf of the client; and the current balance for each client); Prof. Cond. R. 1.15(a)(3) (requiring a lawyer to maintain a record for each bank account that sets forth the name of the account; the date, amount, and client affected by each credit and debit; and the balance in the account); Prof. Cond. R. 1.15(a)(5) (requiring a lawyer to perform a monthly reconciliation of the lawyer's IOLTA and related documents); Prof. Cond. R. 8.1 (b) [a lawyer shall not fail to disclose a material fact or knowingly fail to respond]; and Gov. Bar R. V(4)(G) [failure to cooperate with relator's investigation].

COUNT II – The Poole Matter

40. On March 6, 2013, William F. Poole, Jr. (Mr. Poole) hired respondent to handle a child support matter.
41. On that same day, respondent and Mr. Poole signed a fee agreement acknowledging respondent's representation of Mr. Poole at the hourly rate of \$100.
42. Tera Arrington, on Mr. Poole's behalf, then paid to respondent by personal check his retainer in the amount of \$500.
43. As previously indicated in ¶ 14 of Count I, as a result of respondent's lack of cooperation with relator's disciplinary investigation, relator was compelled to obtain respondent's Chase Bank account records by subpoena duces tecum.
44. Respondent's bank account records reflect that, on March 6, 2013, respondent deposited Tera Arrington's personal check for Mr. Poole's unearned retainer into his business checking (account number XXXXX7807) at Chase Bank, not into his IOLTA.

45. Notwithstanding the fact that respondent deposited Mr. Poole's unearned retainer into a non-trust account in violation of Rule 1.15, respondent should have maintained the \$500 in trust at all times, but he failed to do so.
46. By the end of March 2013, respondent's Chase Bank business checking (account number XXXXX7807) had a negative balance of -\$337.79. The account had a negative balance of -\$451.48 at the end of September 2013.
47. Respondent's Chase Bank IOLTA (account number XXXXX7757) had a balance of \$12.39 at the end of September 2013.
48. Respondent has not provided Mr. Poole with a refund of any portion of his advanced fee.
49. As of the date of this complaint, respondent has failed to perform any legal work on Mr. Poole's behalf even though Mr. Poole signed the fee agreement and paid his retainer in March 2013, more than 18 months ago.
50. Mr. Poole attempted on numerous occasions to reach respondent about the status of his child support matter. Although Mr. Poole left messages asking respondent to return his calls, respondent failed to return any calls or communicate with Mr. Poole.
51. Mr. Poole has suffered financially because of respondent's neglect of his legal matters.
52. On January 17, 2014, relator sent a letter of inquiry relating to Mr. Poole's grievance to respondent by certified mail to P.O. Box 427, Girard, Ohio, 44420, and to his residential address, 7695 Glen Oaks Dr. Northeast, Warren, Ohio 44484.
53. Although respondent received the letter on January 21, 2014 at both his post office box address and residential address, he did not reply to the allegations.
54. On February 6, 2014, relator sent a second letter of inquiry by certified mail relating to Mr. Poole's grievance to respondent at his post office box address.

55. Relator's second letter of inquiry was returned to sender, with a label from the U.S. Postal Service indicating that the letter was "unclaimed" and "unable to forward".
56. On or about April 16, 2014, relator sent a third letter requiring respondent's response to relator's previous inquiries. Relator's letter was sent to respondent by certified and first-class mail to the address that respondent had provided to the Attorney Registration Office, i.e., 1 South State Street, Girard, Ohio 44420.
57. The certified letter was returned to sender, with a label from the U.S. Postal Service indicating that the letter was "unclaimed" and "unable to forward". The regular first-class mail was returned to sender, with a label from the U.S. Postal Service indicating "refused" and "unable to forward".
58. Respondent has never provided a response to Mr. Poole's grievance; thereby, repeatedly failing to cooperate with relator's investigation.
59. Respondent's conduct as outlined above violates the Ohio Rules of Professional Conduct, specifically Prof. Cond. R. 1.15(a) (requiring a lawyer to keep client funds in an interest bearing trust account separate from the lawyer's own property); Prof. Cond. R. 8.4 (c) [a lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation]; Prof. Cond. R. 1.3 [A lawyer shall act with reasonable diligence and promptness in representing a client]; Prof. Cond. R. 1.4(a)(3) [A lawyer shall keep the client reasonably informed about the status of the matter]; Prof. Cond. R. 1.4(a)(4) [A lawyer shall comply as soon as practicable with reasonable requests for information from the client]; Prof. Cond. R. 1.15(c) [A lawyer shall deposit into a client trust account all fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred]; Prof. Cond. R. 8.1 (b) [a lawyer shall not fail to

disclose a material fact or knowingly fail to respond]; and Gov. Bar R. V(4)(G) [failure to cooperate with relator's investigation].

COUNT III – The Dennis Matter

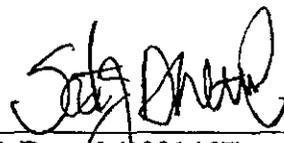
60. In March 2012, Donald G. Dennis (Mr. Dennis) hired respondent to represent him in a civil proceeding in Lorain County Court of Common Pleas. *David Gatian v. Frank C. Dennis, et al.*, Case No. 12-CV-176732.
61. On March 15, 2012, respondent and Mr. Dennis signed a fee agreement.
62. Mr. Dennis paid respondent a total of \$850 throughout the course of his representation.
63. Respondent did file some motions and appeared in court on Mr. Dennis' behalf; however, throughout the course of this representation it was nearly impossible for Mr. Dennis to receive any status updates or communication of any kind from respondent, despite Mr. Dennis' numerous emails and texts begging respondent to contact him.
64. On August 27, 2013, although respondent attended a scheduled pre-trial, he was running late and cited "personal problems" to Mr. Dennis.
65. The Court granted Mr. Dennis leave until November 29, 2013 to file a motion for summary judgment.
66. Despite numerous emails from Mr. Dennis to respondent at attytbellew@yahoo.com requesting a response and case status updates, respondent failed to maintain any communication with Mr. Dennis after the pre-trial hearing on August 27, 2013.
67. Respondent failed to prepare or file a motion for summary judgment on Mr. Dennis' behalf.
68. On November 8, 2013, nearing the deadline to file his motion for summary judgment and after receiving no communication from respondent, Mr. Dennis terminated respondent's

- representation through email correspondence at attytbellew@yahoo.com and ultimately sought subsequent counsel.
69. In the same email, Mr. Dennis requested that respondent immediately forward his case file to him.
 70. Respondent failed to respond to Mr. Dennis' email and failed to turn over his file.
 71. On February 12, 2014, relator sent a letter of inquiry relating to Mr. Dennis' grievance to respondent by certified mail to his residential address, 7695 Glen Oaks Dr. NE, Warren, Ohio 44484.
 72. Although respondent received the letter on February 14, 2014, he did not reply to the allegations.
 73. On March 31, 2014, relator sent a second letter of inquiry relating to Mr. Dennis' grievance to respondent by certified mail to his residential address.
 74. Relator's second letter of inquiry was returned to sender, with a label from the U.S. Postal Service indicating that the letter was "unclaimed" and "unable to forward".
 75. On April 17, 2014, relator sent a third letter requiring respondent's response to relator's previous inquiries. Relator's letter was sent to respondent by certified and first-class mail to the address that had been provided by respondent to the Attorney Registration Office, i.e., 1 South State Street, Girard, Ohio 44420.
 76. The certified letter was returned to sender, with a label from the U.S. Postal Service indicating that the letter was "unclaimed" and "unable to forward". The regular first-class mail was not returned to sender.
 77. Respondent has never provided a response to Mr. Dennis' grievance, thereby, repeatedly failing to cooperate with relator's investigation.

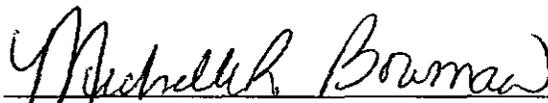
78. Respondent's conduct as outlined above violates the Ohio Rules of Professional Conduct, specifically Prof. Cond. R. 1.3 [A lawyer shall act with reasonable diligence and promptness in representing a client]; Prof. Cond. R. 1.4(a)(3) [A lawyer shall keep the client reasonably informed about the status of the matter]; Prof. Cond. R. 1.4(a)(4) [A lawyer shall comply as soon as practicable with reasonable requests for information from the client]; Prof. Cond. R. 1.16 (d) [a lawyer shall promptly deliver to the client papers and property]; Prof. Cond. R. 8.1 (b) [a lawyer shall not fail to disclose a material fact or knowingly fail to respond]; and Gov. Bar R. V(4)(G) [failure to cooperate with relator's investigation].

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.



Scott J. Drexel (0091467)
Disciplinary Counsel

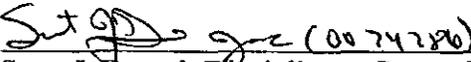


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CERTIFICATE

The undersigned, Scott J. Drexel, Disciplinary Counsel, of the Office of Disciplinary Counsel of the Supreme Court of Ohio hereby certifies that Michelle R. Bowman is duly authorized to represent relator in the premises and has 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: September 22, 2014



Scott J. Drexel, Disciplinary Counsel

Gov. Bar R. V, § 4(I) Requirements 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) Complaint Filed by Certified Grievance Committee. Six copies of all complaints shall be filed with the Secretary of the Board. Complaints 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. 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.

(8) Complaint Filed by Disciplinary Counsel. Six copies of all complaints shall be filed with the Secretary of the Board. Complaints filed by the Disciplinary Counsel shall be filed in the name of the Disciplinary Counsel as relator.

(9) 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 Counsel, the Certified Grievance Committee of the Ohio State Bar Association, the local bar association, and any Certified Grievance Committee serving the county or counties in which the respondent resides and maintains an office and for the county from which the complaint arose.