

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

In re:

Case No. 2015-036

Complaint against

**John Edward Mahin
Attorney Reg. No. 0011253**

**Recommendation of the
Board of Professional Conduct
of the Supreme Court of Ohio**

Respondent

Disciplinary Counsel

Relator

DISCIPLINE BY CONSENT

{¶1} This matter was assigned to a hearing panel consisting of McKenzie K. Davis, William H. Douglass, and Roger S. Gates, chair. None of the panel members resides in the district from which the complaint arose.

{¶2} This case was submitted to the hearing panel pursuant to a consent to discipline agreement timely filed with the Board on September 9, 2015.

{¶3} The hearing panel finds that this agreement was filed on a timely basis and conforms to the requirements of Gov. Bar R. V, Section 16. For purposes of this agreement, the parties have stipulated to the following.

{¶4} Respondent converted money which his law firm was entitled to receive and his fraudulent endorsement and negotiation of a check which his client was entitled to receive. Respondent was convicted of one count of felony theft based on his conversion of his law firm's money and was sentenced to one year of nonreporting community control. Respondent has completed his community control sanctions and was released from probation on August 26, 2015.

{¶5} On January 9, 2015, the Supreme Court of Ohio suspended Respondent for an interim period based upon the felony conviction. *In re Mahin*, 142 Ohio St.3d 1254, 2015-Ohio-1254.

{¶6} After leaving his law firm but before his conviction, Respondent self-reported misconduct involving his signing as a witness to his client's signature on one or more documents connected with a settlement of the client's case even though Respondent did not actually witness the signature(s). At the time he signed as a witness, Respondent was unaware that the client was actually deceased.

{¶7} Respondent violated Prof. Cond. R. 8.4(b) [an illegal act that reflects on the lawyer's honesty or trustworthiness], Prof. Cond. R. 8.4(c) [conduct involving dishonesty, fraud, deceit, or misrepresentation], and Prof. Cond. R. 8.4(d) [conduct prejudicial to the administration of justice].

{¶8} Aggravating factors include dishonest or selfish motive, a pattern of misconduct, and commission of multiple offenses. Mitigating factors include no prior disciplinary record, full disclosure and cooperation during the disciplinary process, timely and full restitution, evidence of good character and reputation, imposition of other penalties or sanctions, completion of community control sanctions, and proof of the requirements under Gov. Bar R. V, Section 13(C)(7) regarding the existence of a disorder that contributed to cause the misconduct.

{¶9} Relying primarily upon the Court's decision in *Disciplinary Counsel v. Kraemer*, 126 Ohio St.3d 163, 2010-Ohio-3300, the parties have agreed to a sanction of a two-year suspension, with one year stayed on the conditions stated in the agreement. The parties additionally have agreed that Respondent should be given credit for time served under the felony suspension imposed on January 9, 2015. The panel concurs that this agreement presents similar

circumstances as were involved in the *Kraemer* decision. Although the panel considered three recent decisions in which the Court denied the respondent credit against a period of actual suspension for time spent under an interim suspension, the panel concludes that these three decisions are distinguishable from the instant matter.

{¶10} *Disciplinary Counsel v. Rammelsberg*, Slip Opinion No. 2015-Ohio-2024. Unlike the instant matter, *Rammelsberg* involved an indefinite suspension for IOLTA violations and a failure to cooperate during the disciplinary process; the respondent also made false statements in response to relator’s inquiries. Despite the Board’s recommendation, the Court denied Rammelsberg credit for time she served under an interim default suspension.

{¶11} *Disciplinary Counsel v. Cohen*, 142 Ohio St.3d 471, 2015-Ohio-2020. Like *Rammelsberg*, the *Cohen* decision involved an indefinite suspension based on the respondent’s conviction for attempting while defending a murder case to interfere with a witness's testimony by giving the witness money to travel out of state. The Court stated:

Few infractions impugn the integrity of the legal profession more than an attorney's criminal acts interfering with the fair administration of justice. Accordingly, we have previously reserved our most severe sanctions for attorneys who commit crimes such as obstruction of justice or tampering with evidence while representing a client.

{¶12} Although the Board recommended credit against the period of indefinite suspension for time spent under the interim felony suspension, the Court denied found “no compelling reason to grant Cohen credit for time served under his interim felony suspension.” *Id.* at ¶9.

{¶13} *Cleveland Metro. Bar Assn. v. Haynes*, Slip Opinion No. 2015-Ohio-3706. Although this decision presented circumstances similar to *Kraemer* and the instant matter, the panel concludes that a material distinction is the lack of evidence that Haynes suffered from a mental health disorder that contributed to the misconduct and qualified as a mitigating factor under Gov. Bar R. V, Sec. 13(C)(7). While the Court recognized Haynes’ participation in an OLAP

rehabilitation program as a mitigating factor under Gov. Bar R. V, Section 13(C)(8) [other interim rehabilitation], there was no finding as to the existence of a mental health disorder that contributed to Haynes' misconduct.

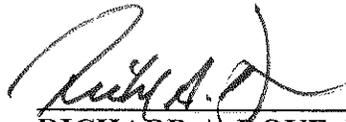
{¶14} In short, the panel concludes that the Court's decision in *Kraemer* is the most relevant precedent in regards to the issue of credit for time served. For this reason, the panel concludes that a period of actual suspension equal to the time that Respondent will likely serve under the interim felony suspension (but not less than one year) coupled with a one-year period under the portion of the suspension stayed on conditions is a sufficient sanction to protect the public.

{¶15} Based upon the stipulated violations, the stipulated aggravating and mitigating factors, the authority cited in the agreement, and the foregoing analysis, the panel recommends approval of the consent to discipline agreement and the sanction of a two-year suspension, with the final year stayed on the following conditions: (1) Respondent's continuation of psychological counseling; (2) compliance with the OLAP contract dated June 22, 2012, as extended on February 20, 2015; (3) submit to law practice management counseling, including IOLTA, as set forth in Exhibit 7 of the agreement; (4) submit to law practice probation/monitoring, including IOLTA, with a monitor approved by Relator for a period of two years after his return to the practice of law; and (5) refrain from any further misconduct.

BOARD RECOMMENDATION

Pursuant to Gov. Bar R. V, Section 12, the Board of Professional Conduct of the Supreme Court of Ohio considered this matter on October 2, 2015. The Board voted to accept and adopt the agreement entered into by Relator and Respondent and recommends imposition of the agreed sanction of a two-year suspension, with one year stayed on the conditions set forth in ¶15 of this report, and with credit for time served under the interim felony suspension imposed on January 9, 2015. The Board further recommends that Respondent be ordered to pay the costs of these proceedings.

**Pursuant to the order of the Board of Professional
Conduct of the Supreme Court of Ohio, I hereby certify
the foregoing recommendation as that of the Board.**



RICHARD A. DOVE, Director

2. Until June 13, 2013, respondent was a shareholder of the law firm of Clements, Mahin & Cohen, L.P.A. Co. (“CMC”),¹ where he practiced in the worker’s compensation and personal injury fields. Respondent’s compensation at CMC, which was governed by a Close Corporation and Shareholder Agreement, was predicated on his personal fee production after payment of overhead.
3. On November 30, 2006, respondent began seeing Kathleen A. Grant, Psy. D. (“Dr. Grant”), with whom he treated intermittently until September 20, 2013. Respondent resumed regular sessions with Dr. Grant on September 20, 2013 and has counseled with her an average of every two weeks since then, continuing to the present day.
4. During his treatment, Dr. Grant diagnosed respondent with Adjustment Disorder with Depression and Anxiety stemming from severe marital discord (and later from his divorce from his alcoholic wife, which was finalized on December 27, 2011) and related financial pressures. Respondent’s depression affected his ability to practice law.
5. In the spring of 2011, he contacted the Ohio Lawyers Assistance Program (“OLAP”) regarding his depression issues. On June 22, 2011, respondent entered into a mental health contract with OLAP, under the terms of which he agreed to continue seeing Dr. Grant for an assessment to determine diagnosis, appropriate level of care and treatment recommendations.²
6. Due in large measure to the chaos in his personal life, and the resultant depression and anxiety, respondent experienced a significant decrease in his income from CMC. During his most severe depression, which coincided with his divorce, respondent saw his income

¹ CMC is now known as Clements, Taylor, Butkovich & Cohen, L.P.A., Co.

² On February 20, 2015, respondent extended his original contract with OLAP for an additional year, until February 20, 2016.

decrease by half. By 2013, after his partners unilaterally decreased his annual salary, respondent was attempting to support himself, provide for his two children who attended private colleges, and meet his substantial, overdue financial obligations to his ex-wife on \$200/week.

7. Due to these financial pressures, between February 2013 and June 2013, respondent converted \$15,261.97 of CMC funds, relating to eleven client matters (twelve occasions), to his own personal use. In each instance, respondent had the client(s) sign a distribution sheet that he produced and that purposefully understated the contingent fees to which CMC was entitled. Then, claiming errors on the part of CMC, respondent requested that the clients write him personal checks for the balance of fees owed to the firm.³ Respondent then deposited these checks into his personal checking account with the full knowledge and understanding that those legal fees actually belonged to the firm. Respondent did not account to CMC for these funds.
8. Because respondent intentionally overpaid the clients and then had the clients reimburse him directly for the overpayments, no client funds were misappropriated.
9. However, in one other instance, respondent converted a client's funds to his own use by forging the client's signature on a settlement check that had been made jointly payable to CMC and to the client, Joanne M. Bier.
10. Joanne M. Bier was a CMC client whom respondent represented in conjunction with an automobile accident claim. As part of the settlement of that claim, Ms. Bier was entitled to certain underinsured motorist funds that had been deposited by State Farm with the

³ The clients to whom respondent made overpayments and then sought reimbursement were as follows: Sandra Bailey (\$700), Derek Bauman (\$1,100), Aimee Boesing-Shinkle (\$500), Deirdre Cornwell (\$6,000), Henri Eisenbaum (\$250), Randall & Cynthia Franchini (\$1,000), Paul Loveless (\$1,000), Christopher & Nicole Ludwig (\$1,200), Jack Phillips (\$1,200), Rodney & Diane Richwine (\$2,000) and Daniel & Linda Schnur (\$311.97).

Ohio Department of Commerce's Division of Unclaimed Funds. Respondent assisted her with securing the release of those funds.

11. After the funds were released and paid to Ms. Bier, a class action lawsuit was filed against the Ohio Director of Commerce, in which it was alleged that, when the Unclaimed Funds Division returned unclaimed funds to the owners after they made a claim, it failed to pay interest on the funds returned in violation of the United States and Ohio Constitutions. That suit resulted in a settlement that provided for the payment of interest to the owners of previously claimed funds, including Ms. Bier.
12. In early 2013, the class action settlement administrator issued a check, in the amount of \$270.96, payable to CMC and Joanne M. Bier. Having previously deeply discounted the fees paid by Ms. Bier in conjunction with the settlement of her automobile accident claim, respondent took the interest payment as a "catch-up" against those fees. On February 1, 2013, respondent fraudulently endorsed Ms. Bier's name and deposited the check into his personal account without the knowledge or consent of either Ms. Bier or CMC.
13. On June 13, 2013, CMC terminated respondent's employment with the firm. The termination was sudden and immediate and respondent was only given one day to clear his files; CMC uncovered respondent's theft, shortly thereafter.
14. After leaving CMC, respondent – who had never practiced without the administrative support afforded by partnership in a law firm – was forced to establish a solo practice.
15. On August 7, 2014, respondent was charged, by Bill of Information, with one count of knowingly obtaining or exerting control over property of another by deception, in

violation of O.R.C. § 2913.02(A)(3), for his theft of the \$15,261.97 from CMC. He was not charged for the forgery or theft of Ms. Bier's funds in the amount of \$270.96.

16. On October 30, 2014 respondent entered a plea of guilty to one felony count of theft as set forth in the Bill of Information and made full restitution to CMC and Ms. Bier. On November 4, 2014, the court accepted respondent's plea and found him guilty.
17. On December 16, 2014, respondent was sentenced to one year of non-reporting community control, ordered to perform 80 days of community service and pay court costs. The court also advised respondent that if he violated the terms and conditions of his community control, then the court would impose a one-year prison term.
18. Respondent paid the court costs through probation and completed his 80 days of community service, which he performed at the Hamilton County River City Correctional Facility.
19. Respondent was released from probation on August 26, 2015.
20. On January 9, 2015, the Supreme Court of Ohio suspended respondent from the practice of law on an interim basis pursuant to Gov. Bar R. V (18)(A)(4), which suspension remains in effect. *In re: John Edward Mahin*, Case No. 2015-0014. Respondent is in full compliance with the terms of his interim suspension.
21. In July 2015, respondent became aware of another situation that he self-reported to relator.
22. In May 2011, while still employed at CMC, respondent began representing LaShauna Turnage and her two minor sons, Charles Turnage and Vince Turnage, Jr., relating to injuries they suffered in an automobile accident.

23. Respondent filed suit on behalf of the Turnages in the Hamilton County Court of Common Pleas, on May 20, 2011. However, the lawsuit was voluntarily dismissed by respondent in September 2012.
24. After respondent was terminated from CMC, he signed new contingency fee agreements with Ms. Turnage and her son, Vince, who had reached the age of majority.
25. On September 16, 2013, respondent refiled the Turnages' lawsuit, which was settled in January 2014.
26. On January 22, 2014, respondent gave Ms. Turnage a settlement distribution sheet, Full Release of Claims with Indemnity, and settlement draft from the defendant's insurer for Vince to sign.
27. Unbeknownst to respondent, his client, Vince Turnage, had been killed in a home invasion in November 2013.
28. Ms. Turnage returned the documents, purportedly with Vince's signature, to respondent. Respondent then proceeded to sign, as a witness, to Vince's purported signature on the Full Release of All Claims with Indemnity.
29. On January 24, 2014, respondent wrote a settlement check from his IOLTA, payable to Vince Turnage in the amount of \$3,691.67, which Ms. Turnage cashed on January 27, 2014.
30. Respondent did not become aware of Vince Turnage's death until July 2015, at which time he self-reported to relator that he had falsely attested that he had witnessed Vince's signature.

STIPULATED RULE VIOLATIONS

Conditioned upon the acceptance of this Consent to Discipline by the Board of Professional Conduct of the Supreme Court of Ohio, respondent admits to violating Ohio R. Prof. Conduct 8.4(b) (committing an illegal act that reflects adversely on the lawyer's honesty or trustworthiness), 8.4(c) (engaging in conduct involving dishonesty, fraud, deceit or misrepresentation) and 8.4(d) (engaging in conduct that is prejudicial to the administration of justice).

STIPULATED EXHIBITS

- Exhibit 1 Cincinnati Police Department, Investigation Summary – Complaint from Catharin Taylor, Esq. of Clements, Taylor & Cohen, L.P.A. Co. (dated November 25, 2013);
- Exhibit 2 Docket, *State v. Mahin*, Case No. B1401975 (Ohio C.P., Hamilton County) (printed August 27, 2015);
- Exhibit 3 *State v. Mahin*, Case No. B1401975 (Ohio C.P., Hamilton County – Bill of Information (August 7, 2014), Entry on Waiver of Indictment (August 7, 2014), Entry Entering Plea of Guilty Under Information (October 30, 2014), Entry Accepting Plea of Guilty (November 4, 2014), Judgment Entry: Sentence to Community Control (December 22, 2014) and Entry of Discharge (August 26, 2015);
- Exhibit 4 *Turnage v. Yoder*, Case No. A1103975 (Ohio C.P., Hamilton County) – Complaint (May 20, 2011) and Notice of Voluntary Dismissal Without Prejudice (September 17, 2012);

- Exhibit 5 *Turnage v. Yoder*, Case No. A1306272 (Ohio C.P., Hamilton County) – Fee Agreements, Complaint (September 16, 2013), Settlement Documents and Notice of Voluntary Dismissal With Prejudice (January 29, 2014);
- Exhibit 6 Character References (Honorable Ethna M. Cooper and Honorable Jody M. Luebbers);
- Exhibit 7 LegalBiz Success Proposal;
- Exhibit 8 Respondent’s OLAP contract; and
- Exhibit 9 Letters from Kathleen Grant, Psy. D. (October 25, 2013, September 30, 2014 and September 3, 2015).

STIPULATED MITIGATION

- Respondent has no prior disciplinary record;
- respondent has made full and free disclosure to the Board and cooperated fully in the disciplinary process, including signing multiple waivers of investigative time limits and waiving probable cause;
- respondent has made timely and full restitution;
- by virtue of his waiver of probable cause and this Consent to Discipline, Respondent has acknowledged the wrongful nature of his conduct;
- respondent has a reputation for good character in the Cincinnati legal community, as evidenced by the attached letters of support (Exhibit 6);
- respondent has been previously punished by the Hamilton County Court of Common Pleas, which sentenced him to one year of non-reporting community control, and ordered him to perform 80 days of community service and pay court costs;
- respondent has completed his community service and paid all court costs;
- respondent was discharged from probation and had his rights of citizenship restored on August 26, 2015;

- on June 22, 2011, respondent voluntarily entered into a Mental Health Contract with the Ohio Lawyers Assistance Program (“OLAP”), the term of which he voluntarily extended to February 20, 2016 (Exhibit 8);
- Respondent has been diagnosed with Adjustment Disorder with Depression and Anxiety (ICD10: F43.23) by Dr. Grant, with whom he has been treating since November 30, 2006 (intermittently between November 30, 2006 and September 20, 2013, and on an average of every two weeks since then to the present) (Exhibit 9);
- it is Dr. Grant’s professional opinion that respondent’s adjustment issues and depression contributed to his misconduct, that he is ready and able to return to his work, and that he is able to practice competently and in an ethical and professional manner.

STIPULATED AGGRAVATION

- Respondent had a dishonest or selfish motive;
- respondent engaged in a pattern of misconduct; and
- respondent committed multiple offenses.

STIPULATED RECOMMENDED SANCTIONS

The parties stipulate to a recommended sanction of a two-year suspension, with one year stayed on the condition that: (1) respondent continue his psychological counseling; (2) maintain compliance with his OLAP contract dated June 22, 2011, as extended on February 20, 2015; (3) submit to law practice management (including IOLTA) counseling, forthwith, as set forth in LegalBiz Success’ proposal, attached hereto as Exhibit 7; (4) submit to a law practice (including IOLTA) probation/monitoring with a relator-approved monitor for a period of two years, effective upon his return to the practice of law; and (5) refrain from any further misconduct. Additionally, the parties stipulate and recommend that respondent be given credit for time served under respondent’s interim suspension imposed January 9, 2015.

The Ohio Supreme Court has consistently held that the misappropriation of law firm funds warrants an actual suspension from the practice of law. *Disciplinary Counsel v. Kraemer*,

126 Ohio St.3d 163, 2010-Ohio-3300, ¶ 13; *Disciplinary Counsel v. Brenner*, 122 Ohio St.3d 523, 2009-Ohio-3602, 912 N.E.2d 1116 (citing *Toledo Bar Assoc. v. Crossmock*, 111 Ohio St. 3d 278, 2006-Ohio-5706, 855 N.E.2d 1215); *Disciplinary Counsel v. Yajko*, 77 Ohio St.3d 385, 674 N.E.2d 684 (1997).

The instant matter is substantially similar to *Disciplinary Counsel v. Kraemer*, 126 Ohio St.3d 163, 2010-Ohio-3300. In *Kraemer*, the Court held that a two-year suspension with one year stayed and credit for time served under an interim suspension was appropriate. Attorney Bradley M. Kraemer misappropriated \$7,157.10 of fees from his law firm, had his employment terminated, was charged with one felony count of theft, promptly entered a guilty plea, was sentenced to community control, fined \$1,000 and ordered to pay restitution. *Kraemer* at ¶ 4, 14. The Court concluded, in light of its findings, that Attorney Kraemer accepted responsibility and expressed sincere remorse for his conduct; that his offenses occurred over a period of only four months, involving \$7,157.10; and, in the absence of any objection, one year of Kraemer's interim suspension should be credited against his current sanction. *Id.* at ¶ 14.

Here, although respondent was terminated from his law firm shortly prior to the theft being discovered, respondent was charged with one felony count of theft, promptly entered a guilty plea, was sentenced to non-reporting community control and community service, fined and ordered to pay restitution. Respondent paid restitution to his law firm in the amount of \$15,261.97 and to a former client, Ms. Bier, in the amount of \$270.96. Similarly, respondent's offenses occurred over a period of about six months.

Unlike *Kraemer*, respondent's recently self-reported misconduct involving his false witness of his client's signature relating to settlement proceedings must also be considered in recommending a sanction in the present case. The parties stipulate that, once realized,

respondent was forthcoming about this misconduct that occurred early in his transition to solo private practice. This conduct reinforces the parties' stipulated recommendation that respondent engage in law practice management counseling forthwith, and serve a two-year monitoring period following his return to the practice of law, so as to avoid similar misconduct in the future.

Like *Kraemer*, respondent has no prior disciplinary record, paid restitution, displayed a cooperative attitude toward the disciplinary proceedings, and has suffered other penalties and sanctions. Additionally, relator and respondent submit that respondent acknowledged the wrongfulness of his conduct, voluntarily entered into an OLAP contract and will continue with his psychological treatment. As evidenced by Exhibit 9, respondent's diagnosis, treatment and prognosis qualify as mitigating factors pursuant to Gov. Bar R. V, Sec. 13 (7) (a-d).

Also, similar to *Kraemer*, the parties submit aggravating factors that respondent had a dishonest or selfish motive and displayed a pattern of misconduct involving multiple offenses.

Given these similarities, the parties stipulate to a recommended sanction of a two-year suspension, with one year stayed on the conditions that respondent: (1) continue his psychological counseling; (2) maintain compliance with his OLAP contract dated June 22, 2011, as extended on February 20, 2015; (3) submit to law practice management (including IOLTA) counseling, forthwith, as set forth in LegalBiz Success' proposal, attached herein as Exhibit 7; (4) submit to a law practice (including IOLTA) probation/monitoring with a relator-approved monitor for a period of two years upon his return to the practice of law; and (5) refrain from any further misconduct. Additionally, the parties stipulate and recommend that respondent be given credit for time served under respondent's interim suspension imposed January 9, 2015.

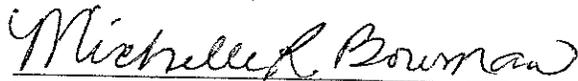
CONCLUSION

The above are stipulated to and entered into by agreement by the undersigned parties on this 8th day of September, 2015.

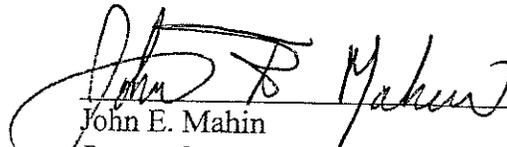
Respectfully submitted,



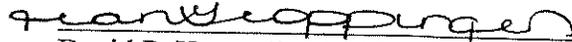
Scott J. Drexel (0091467)
Disciplinary Counsel

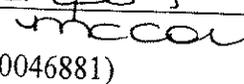


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BEFORE THE BOARD OF PROFESSIONAL CONDUCT
OF THE SUPREME COURT OF OHIO

IN RE: JOHN E. MAHIN,	:	
	:	Case No. 2015-036
Respondent,	:	
	:	
	:	AFFIDAVIT OF
DISCIPLINARY COUNSEL ,	:	<u>JOHN E. MAHIN</u>
	:	
Relator.	:	

STATE OF OHIO }
 } SS:
COUNTY OF HAMILTON }

I, John E. Mahin, having been duly cautioned and sworn, hereby state as follows:

1. I am an attorney who was licensed to practice law in the State of Ohio on November 4, 1977. My attorney registration number is 0011253.
2. On January 9, 2015, the Supreme Court of Ohio suspended me from the practice of law for an interim period.
3. The Stipulated Facts set forth in the Agreement for Consent to Discipline (the "Consent"), which I have also executed, are all true.
4. The Consent sets forth all grounds for discipline against me currently pending before the Board of Professional Conduct.
5. I admit that I violated my oath of office and Ohio R. Prof. Conduct 8.4(b) (committing an illegal act that reflects adversely on the lawyer's honesty or trustworthiness), 8.4(c) (engaging in conduct involving dishonesty, fraud, deceit or

misrepresentation) and 8.4(d) (engaging in conduct that is prejudicial to the administration of justice).

6. Grounds exist for the imposition of a sanction against me for the misconduct listed above and further specified in the Consent.

7. I agree to accept the sanction of a two-year suspension, with one year stayed on conditions and credit for time served.

8. I agree to the following conditions of my suspension:

- a. continuing my psychological counseling;
- b. maintaining compliance with my OLAP contract dated June 22, 2011, as extended on February 20, 2015;
- c. submitting to law practice management (including IOLTA) counseling, forthwith, as set forth in LegalBiz Success' proposal;
- d. submitting to law practice (including IOLTA) probation/monitoring with a relator-approved monitor for a period of two years upon my return to the practice of law; and
- e. refraining from any further misconduct.

9. I also agree to pay the costs of this proceeding.

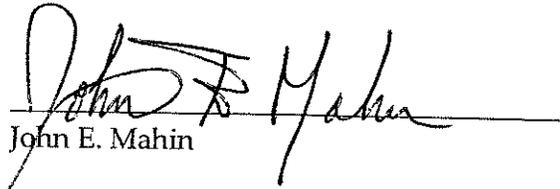
10. The foregoing admissions and agreement to sanction are freely and voluntarily given, without coercion or duress.

11. I am fully aware of the implication of the foregoing admissions and the Consent on my future ability to practice law in the State of Ohio.

12. I am represented by, and have had an opportunity to consult with, my attorneys, David P. Kamp and Jean Geoppinger McCoy, of White, Getgey & Meyer Co., L.P.A, in this matter.

13. I understand that the Supreme Court of Ohio has the final authority to determine the appropriate sanction for the foregoing admitted conduct.

FURTHER AFFIANT SAYETH NAUGHT.

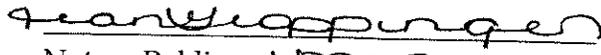

John E. Mahin

Sworn to and subscribed before me, a Notary Public, this 8th day of September,

2015.



Jean M. Geoppinger, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.


Notary Public 

November 25, 2013

Mr. Andrew Berghausen
Hamilton County Prosecutor's Office
230 E. Ninth St
Cincinnati, OH 45202

Dear Andy:

At your request, I have concluded my investigation that was generated on a complaint from attorney Catharin Taylor of Clements, Taylor & Cohen, LPA, Co.

BACKGROUND

Ms. Taylor's complaint concerns Mr. John Mahin who was formerly employed with the firm Clements, Mahin & Cohen, LPA, Co. The firm operated under a Close Corporation Agreement, by which any legal fees generated through the efforts of its attorneys are paid to the firm. Individual compensation is computed separately, but under no circumstances does each attorney accept fees directly outside of this structure. The vast majority of the firm's work utilizes contingent fee agreements, particularly in the areas of Ohio workers' compensation law and personal injury law. These agreements are between the client and the firm, not the individual attorney. The fee charged for permanent partial disability or temporary total disability awards is usually one-third of the amount received by the claimant.

On June 13, 2013, Mr. Mahin was discharged from the firm, and shortly after he was let go, firm members discovered that Mr. Mahin may have been converting the firms' legal fees into his personal bank account. On March 15, 2013, Mr. Derek Bauman was granted an award of permanent partial disability compensation in the amount of \$7,830.00. Under the firms' agreement, the one-third fee owed to the firm should have been \$2,610.00. However, the fee distribution sheet which Mr. Mahin signed and Mr. Bauman executed on April 11, 2013, indicated a fee of only \$1,510.00; the same distribution sheet also indicated that Mr. Bauman received \$5,995.00. On June 27, 2013, Mr. Bauman advised the firm that during the transaction, Mr. Mahin told him that their "accounting department" had made an error and overpaid him; he asked Mr. Bauman to reimburse the firm the overpayment of \$1,100.00 and to make the check payable to him (Mr. Mahin). Mr. Bauman issued check number 1123 for \$1,100.00 on April 10, 2013, and provided a copy of the paid check bearing Mr. Mahin's endorsement on the reverse side.

Ms. Taylor soon discovered that several other clients had also issued checks payable to Mr. Mahin under the same excuse that they had been overpaid and needed to repay the overpayment with a check made payable to him. They provided me check copies showing that these checks bore the endorsement of John Mahin and appeared to have been negotiated at Key Bank.

INVESTIGATION SUMMARY

Based on the evidence presented to me by Ms. Taylor, I requested a grand jury subpoena be issued to Key Bank to access John Mahin's account records. I received those account records in early September and discovered that several checks from the clients of Clements, Mahin, and Cohen were deposited into Mr. Mahin's Key Bank account.

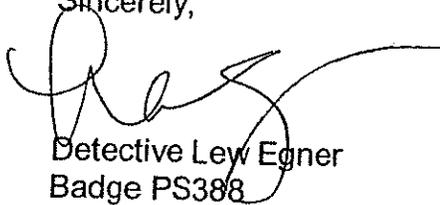
DATE OF DEPOSIT	AMOUNT	REMITTER
2/13/13	\$ 1,200.00	Jack D. Phillips
2/27/13	\$ 250.00	Henri Eisenbaum
3/18/13	\$ 400.00	Sandra R. Bailey
3/29/13	\$ 1,000.00	Randall & Cindy Franchini
4/9/13	\$ 311.97	Daniel & Linda Schnur
4/10/13	\$ 1,100.00	Derek Bauman
5/3/13	\$ 1,200.00	Chris & Nicole Ludwig
5/8/13	\$ 2,000.00	Rodney & Diane Richwine
5/22/13	\$ 300.00	Sandra R. Bailey
5/22/13	\$ 500.00	Aimee Shinkle
5/29/13	\$ 1,000.00	Paul Loveless
6/4/13	\$ 6,000.00	Deidrie Cornwell
TOTALS	\$15,261.97	

Each of the clients has been interviewed by either Catharin Taylor or me, and each has confirmed that they issued the checks at the request of Mr. Mahin. It appears that Mr. Mahin converted \$15,261.97 of client fees into his personal bank account at Key Bank.

ADDITIONAL FINDING

During my review of Mr. Mahin's account records, I identified a check that was issued to Clements, Mahin & Cohen for Joanne M. Bier on December 20, 2012 in the amount of \$270.96. This check was deposited into Mr. Mahin's Key Bank account on February 1, 2013, and bore the endorsement of John Mahin and, with apparently the same handwriting, the signature of Joanne M. Bier. I contacted Catharin Taylor, and she determined that the payment was intended for Ms. Bier and should have never been deposited into Mr. Mahin's personal account. Ms. Bier was a client of the firm's whose address is 2771 Queen City Av #12, Cincinnati, OH 45238, telephone number (513) 481-5466. On November 15, 2013, I interviewed Ms. Bier and she stated that she had never seen this check, and also that her endorsement on the reverse side of the check was forged. She stated that she wants to pursue criminal charges against Mr. Mahin, and I completed an offense report on her behalf.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lew Egnor', with a long horizontal flourish extending to the right.

Detective Lew Egnor
Badge PS388
Criminal Investigation Section
(513) 352-6435



Tracy Winkler
CLERK OF COURTS



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Case Summary

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Case Options

Case Number: B 1401975
 Case Caption: STATE OF OHIO vs. JOHN MAHIN
 Judge: PATRICK T DINKELACKER
 Filed Date: 8/7/2014
 Case Type: 0 - OPEN ITEM ; BEGINNING BALANCE
 Race: WHITE
 Sex: M
 Age: 63
 Date of Birth: 5/19/1952
 Bond Amount: \$ RELEASED ON OWN RECOGNIZANCE
 Count 1: THEFT 2913-02A3 ORCN
 Disposition: 12/22/2014 - COMMUNITY CONTROL

- Case History
- Case Schedules
- Case Documents
- Document Request Forms
- ** Revised 12/03/13 **
- Common Pleas**
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- Municipal**
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Case History

Printer Friendly Version

Doc Image#	Date	Description	Amount
	8/26/2015	DISCH BY ORD OF CRT B 1401975--1	
	8/26/2015	ENTRY DISCHARGING FROM PROBATION AND RESTORING RIGHTS OF CITIZENSHIP.	
	7/31/2015	MONEY RECEIVED FROM PROBATION	20.00-
	12/31/2014	JUDGE ASSIGNED CASE ASSIGNED TO DINKELACKER/PATRICK/T PRIMARY	
	12/31/2014	JUDGE REASSIGNED CASE TRANSFERRED FROM NADEL/NORBERT/A PRIMARY	
<input type="checkbox"/>	12/22/2014	JUDGMENT ENTRY: SENTENCE TO COMMUNITY CONTROL SENTENCE DATE: 12/16/2014 THE DEFENDANT IS TO PERFORM EIGHTY (80) DAYS OF COMMUNITY SERVICE. THE DEFENDANT IS TO PAY COURT COSTS.	
	12/22/2014	SENTENCED COUNT 1: THEFT COMMUNITY CONTROL: 1 YRS NON REPORTING	
<input type="checkbox"/>	11/4/2014	ENTRY ACCEPTING PLEA OF GUILTY WHEREUPON, THE COURT ORDERED SENTENCE DEFERRED UNTIL DECEMBER 9, 2014 AT 9:00 A.M.	
	11/4/2014	CONVICTED BY PLEA B 1401975--1	
	10/31/2014	CHARGED	
<input type="checkbox"/>	10/30/2014	ENTRY RELEASING DEF ON OWN RECOGNIZANCE	
	10/30/2014	CONV BY PLEA ON INFO B 1401975--1	
<input type="checkbox"/>	10/30/2014	PLEA OF GUILTY UNDER INFORMATION COUNT 1: THEFT, 2913-02A3/ORCN,F5	
<input type="checkbox"/>	10/30/2014	OWN RECOGNIZANCE BOND - SIGNED	
<input type="checkbox"/>	10/30/2014	OWN RECOGNIZANCE BOND - SIGNED	
	10/30/2014	ARRESTED DATE/TIME	
<input type="checkbox"/>	9/26/2014	ENTRY OF CONTINUANCE 10/30/14	
<input type="checkbox"/>	9/3/2014	ENTRY OF CONTINUANCE 10/2/14	
	8/7/2014	JUDGE ASSIGNED CASE ROLLED TO NADEL/NORBERT/A PRIMARY	

- 8/7/2014 WAIVER OF INDICTMENT.
- 8/7/2014 CHARGE: INFORMATION: CT 1: THEFT R.C. 2913.02(A)(3)
- 8/7/2014 CASE INITIATION COUNT 1: 2913-02A3 ORCN THEFT
- 1/1/2013 WHEN OCCURRED DATE

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ABOUT SSL CERTIFICATES

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ENTERED
AUG 07 2014

THE STATE OF OHIO, HAMILTON COUNTY

COURT OF COMMON PLEAS

CRIMINAL DIVISION

FILED

2014 AUG -7 A 9:03

TRACY WINKLER
CLERK OF COURTS
HAMILTON COUNTY, OH

STATE OF OHIO

: NO. B1401975

Plaintiff

:

vs.

: BILL OF INFORMATION

JOHN MAHIN

: CHARGE(S):

Defendant

CT 1: Theft

R.C. 2913.02(A)(3) [F5]

STATE OF OHIO)

)

HAMILTON COUNTY)

COUNT 1

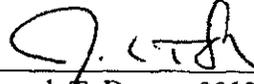
Now comes, Joseph T. Deters, the duly qualified Prosecuting Attorney of said County, and by way of Information says that the Defendant, JOHN MAHIN, from on or about January 1, 2013 through on or about June 30, 2013, at the County of Hamilton, State of Ohio, aforesaid, with purpose to deprive the owner of certain property or services worth \$1000 or more, to wit: U.S. CURRENCY belonging to Clements, Mahin & Cohen, L.P.A., Co., knowingly obtained or exerted control over the property or services by deception.

All in violation of O.R.C. 2913.02(A)(3), a felony offense of the fifth degree, and against the peace and dignity of the State of Ohio.



D107311339

Joseph T. Deters
Hamilton County Prosecuting Attorney



Joseph T. Deters, 0012084P
230 E. Ninth Street, Suite 4000
Cincinnati, Ohio 45202
513-946-3000

ENTERED
AUG 07 2014

THE STATE OF OHIO, HAMILTON COUNTY

COURT OF COMMON PLEAS

CRIMINAL DIVISION

STATE OF OHIO

: NO. B1401975

Plaintiff

:

vs.

:

ENTRY ON WAIVER OF
INDICTMENT

JOHN MAHIN

:

Defendant

:

I, John Mahin, the Defendant in the above cause, charged with 1 Count of Theft, in violation of R.C. 2913.02(A)(3), a felony offense of the 5th degree which is not punishable by death nor life imprisonment, being represented by counsel and having been advised by my counsel of the charges against me and of my Constitutional rights, do hereby waive in writing prosecution by Indictment and request the charges against me proceed by way of Information.

This waiver is made without threat or promise or hope of leniency and is my free and voluntary act.



John Mahin

John Mahin, Defendant

Adam F. Seiber

Attorney for Defendant

FILED
- 7 A 9: 03
HAMILTON COUNTY, OH
CLERK OF COURTS
JINKLER

ENTERED
OCT 30 2014

✓
Mudley
10/30/14

THE STATE OF OHIO, HAMILTON COUNTY
COURT OF COMMON PLEAS
CRIMINAL DIVISION

STATE OF OHIO : NO. B1401975
Plaintiff :
vs. : ENTRY ENTERING PLEA OF
JOHN MAHIN : GUILTY UNDER INFORMATION
Defendant :

I, John Mahin, the Defendant in the above cause, hereby freely and voluntarily enter a plea of GUILTY to the offense[s] as set forth in the Information:

Count No.	Name of Offense/Section No.	Degree	Potential Sentence Range (years/months)	Mandatory Prison Term	Maximum Fine
1	Theft R.C. 2913.02(A)(3)	F-5	6 - 12 months	No	\$2,500.00

I understand the maximum penalty as set out above, and any mandatory prison term during which I am NOT eligible for judicial release. I understand that maximum fine possible, of which \$0 is mandatory. I understand that restitution, other financial costs and a driver's license suspension are possible in my case. If I am currently on probation or parole, this plea may result in revocation proceedings and any new sentence could be imposed consecutively.

I understand that I may be eligible to earn days of credit under the circumstances set forth in Section 2967.193 of the Ohio Revised Code. I further understand that the days of credit are not automatically earned, but must be earned in the manner specified in that section. After release from



D108458832

the Department of Corrections, I understand the following: I shall be supervised on post release control as follows: For each offense that is a F-1 or a sex offense = 5 years; For each offense that is a F-2 = 3 years; For each offense that is a F-3 in which I caused or threatened physical harm to a person = 3 years; For each offense that is an F-5, an F-4, or an F-3 which does not involve causing or threatening physical harm to a person, I may be supervised on post release control for up to 3 years as determined by the parole board. The parole board could return me to prison for up to nine (9) months for each violation of those conditions, for a total of 50% of my stated term. If I commit a new felony while on post release control, I may be punished both for the violation of post release control and the new offense. At sentencing for the new felony, I may then receive a prison term for the violation of post-release control of up to the remaining period of post-release control or one (1) year, which ever is greater. A prison term imposed for the violation shall be served consecutively to any prison term imposed

I understand and agree and stipulate that pursuant to the terms of the plea agreement the above offenses to which I am pleading guilty are not allied offenses of similar import, were committed with separate animus, and committed at different points in time. I further understand that before the Court can impose consecutive sentences the Court must make findings pursuant to Section 2929.14(C)(4) of the Ohio Revised Code.

If I am granted community control at any point in my sentence and if I violate any of the conditions imposed, I may be given a longer period under court control, greater restrictions, or a prison term from the basic range. Community control may last five (5) years.

I understand the nature of these charges and the possible defenses I might have. I am satisfied with my attorney's advise, counsel and competence. I am not under the influence of drugs

or alcohol at this time. I have not been forced or threatened in any way to cause me to sign and offer this plea.

I understand by pleading guilty I give up my constitutional rights to a jury trial, to confront witnesses against me, to have subpoenaed witnesses in my favor, and to require the state to prove my guilt beyond a reasonable doubt at a trial at which I cannot be compelled to testify against myself.

In addition to waiving my constitutional rights described above, I also waive any rights I may have to submit to a jury any fact that is necessary to support a sentence exceeding the maximum authorized by facts established by my guilty plea or admitted by me and I agree to allow the Judge to determine such facts, if any, at the sentencing hearing.

I understand that my plea of guilty is a complete admission of my guilt of the charge[s]. I know the judge may either sentence me today or refer my case for a pre-sentence report. I understand my right to appeal a maximum sentence, my other limited appellate rights, and that any appeal must be filed within 30 days of my sentence.

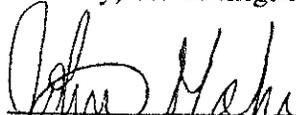
I understand that by my pleading guilty, the trial judge may, in addition to or independent of all other penalties provided by law or by ordinance, suspend or revoke my driver=s license or commercial driver=s license or permit or nonresident operating privilege for a period of not less than 6 months or more than 5 years.

I am RY am not _____ (initial) a citizen of the United States of America. I understand that if I am not a citizen of the United States, a conviction of the offense[s] to which I am pleading guilty may be the consequence of deportation, exclusion from admission to the United States, or denial of naturalization pursuant to the laws of the United States.

I understand that if I am sentenced to serve time in prison, jail, or a community based correctional or detention facility, I will be required to submit a DNA specimen which will be

collected at the prison, jail, correctional, or detention facility. I also understand that if I do not submit the required specimen at the time of my intake processing at the prison, jail, correctional, or detention facility, I will be required to submit a DNA specimen prior to my release. I further understand that if my sentence includes any period of probation or community control, or if I am at any time on parole, transitional control or post release control, I will be required to submit a DNA specimen to the probation department, adult parole authority, or other authority as designated by law. I understand that my failure to submit to the DNA specimen collection procedure will subject me to arrest and punishment for violating this condition of my probation, community control, parole, transitional control or post release control.

I have read this form and I knowingly, voluntarily, and intelligently enter this guilty plea.

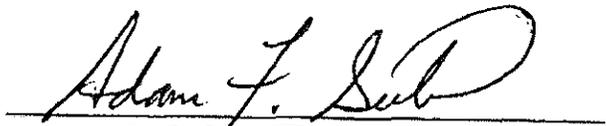


John Mahin, Defendant

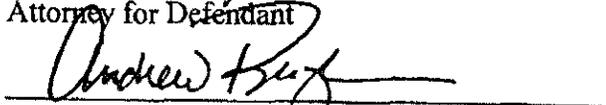
July 30, 2014

Date

I have explained to the Defendant, prior to the signing of this plea, the charges contained in the Indictment or Information, the penalties involved, and the Constitutional rights involved. I represent that in my opinion the Defendant is competent to enter the plea and now does so knowingly, intelligently, and voluntarily.



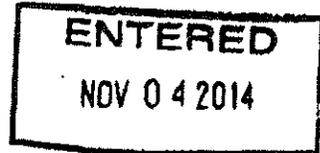
Attorney for Defendant

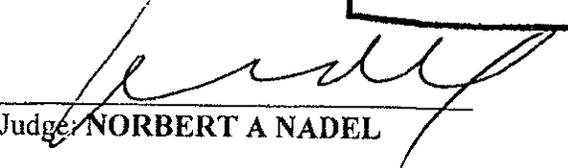


Andrew A. Berghausen, 0061818P
Assistant Prosecuting Attorney

THE STATE OF OHIO, HAMILTON COUNTY
COURT OF COMMON PLEAS

date: 10/30/2014
code: GEPG
judge: 109




Judge NORBERT A NADEL

NO: B 1401975

STATE OF OHIO
VS.
JOHN MAHIN

ENTRY ACCEPTING PLEA OF
GUILTY

The Defendant herein, having entered a Plea of Not Guilty to the charge in the Indictment on a former day of the Court, this day came into Court and being represented by Counsel ADAM F SEIBEL who was present, retracted Defendant's Plea of Not Guilty heretofore entered herein, and enters a Plea of Guilty UNDER INFORMATION of:

count 1: THEFT, 2913-02A3/ORCN,F5
which Plea the Court accepts and finds the Defendant guilty.

WHEREUPON, THE COURT ORDERED SENTENCE DEFERRED UNTIL
DECEMBER 9, 2014 AT 9:00 A.M.



D108456618

THE STATE OF OHIO, HAMILTON COUNTY
COURT OF COMMON PLEAS

ENTERED
DEC 22 2014

date: 12/16/2014
code: GJCC
judge: 109


Judge: NORBERT A NADEL

NO: B 1401975

STATE OF OHIO
VS.
JOHN MAHIN

JUDGMENT ENTRY: SENTENCE
TO COMMUNITY CONTROL

Defendant was present in open Court with Counsel ADAM F SEIBEL on the 16th day of December 2014 for sentence.

The court informed the defendant that, as the defendant well knew, the defendant had pleaded guilty under INFORMATION, and had been found guilty of the offense(s) of:
count 1: THEFT 2913-02A3/ORCN,F5

The Court held a sentencing hearing during which the Court afforded defendant's counsel an opportunity to speak on behalf of the defendant. The Court addressed the defendant personally and asked if the defendant wished to make a statement in the defendant's behalf, or present any information in mitigation of sentence. The State's representative also had the opportunity to address the Court.

After considering the risk that defendant will commit another offense, the need for protecting the public therefrom, the nature of circumstances of the offense(s), and the defendant's history, character and condition, the Court hereby orders the defendant placed on Community Control on condition that defendant comply with the general conditions of Community Control established by this Court, and further:

count 1: COMMUNITY CONTROL:1 Yrs
NON REPORTING

THE DEFENDANT IS TO PERFORM EIGHTY (80) DAYS OF COMMUNITY SERVICE.

THE DEFENDANT IS TO PAY COURT COSTS.

THE COURT ALSO ADVISED THE DEFENDANT THAT IF HE / SHE VIOLATES THE TERMS AND CONDITIONS OF COMMUNITY CONTROL, THE COURT WOULD IMPOSE A PRISON TERM OF ONE (1) YEAR IN THE DEPARTMENT OF CORRECTIONS.



D108979915

THE STATE OF OHIO, HAMILTON COUNTY
COURT OF COMMON PLEAS

date: 12/16/2014
code: GJCC
judge: 109


Judge: NORBERT A NADEL

NO: B 1401975

STATE OF OHIO
VS.
JOHN MAHIN

JUDGMENT ENTRY: SENTENCE
TO COMMUNITY CONTROL

FURTHER, IN ACCORDANCE WITH RC 2901.07, THE DEFENDANT IS REQUIRED TO SUBMIT A DNA SPECIMEN WHICH WILL BE COLLECTED AT THE PRISON, JAIL, CORRECTIONAL OR DETENTION FACILITY TO WHICH THE DEFENDANT HAS BEEN SENTENCED. IF THE SENTENCE INCLUDES ANY PERIOD OF PROBATION OR COMMUNITY CONTROL, OR IF AT ANY TIME THE DEFENDANT IS ON PAROLE, TRANSITIONAL CONTROL OR POST-RELEASE CONTROL, THE DEFENDANT WILL BE REQUIRED, AS A CONDITION OF PROBATION, COMMUNITY CONTROL, PAROLE, TRANSITIONAL CONTROL OR POST-RELEASE CONTROL, TO SUBMIT A DNA SPECIMEN TO THE PROBATION DEPARTMENT, ADULT PAROLE AUTHORITY, OR OTHER AUTHORITY AS DESIGNATED BY LAW. IF THE DEFENDANT FAILS OR REFUSES TO SUBMIT TO THE REQUIRED DNA SPECIMEN COLLECTION PROCEDURE, THE DEFENDANT WILL BE SUBJECT TO ARREST AND PUNISHMENT FOR VIOLATING THIS CONDITION OF PROBATION, COMMUNITY CONTROL, PAROLE, TRANSITIONAL CONTROL OR POST-RELEASE CONTROL.

THE STATE OF OHIO, HAMILTON COUNTY
COMMON PLEAS CRIMINAL

Judge: 198

ENTERED
AUG 26 2015

Entered
Date:
Image:

For Judge: PATRICK T DINKELACKER

NO: B 1401975--1

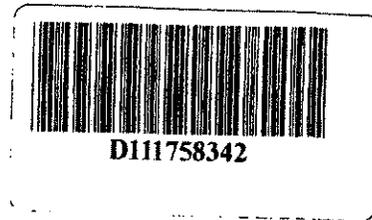
STATE OF OHIO
VS.
JOHN MAHIN

ENTRY:
DISCHARGE

Whereas, JOHN MAHIN the defendant herein, was previously convicted of **Count 1: THEFT (F5)** and subsequent to this conviction, the defendant was placed on Community Control for a period of **1 years on December 16, 2014** and;

Whereas, it now appears to the Court from records of the Common Pleas Probation Department that the defendant herein has complied with the terms of his Community Control including payment of all Court indebtedness.

It is, therefore, ordered, adjudged, and decreed by the Court that the defendant be hereby discharged from Community Control.



File Number: AP-116051

P.O.: ABBY NIENABER *ABN* Date: *8/20/15*

Supervisor: *[Signature]* Date: *8/20/15*



ORIGINAL

COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

A 1103975

LASHAUNA TURNAGE
1160 Tassie Lane
Cincinnati, OH 45231

CASE NO. _____

JUDGE _____

and

CHARLES TURNAGE, a minor,
by LASHAUNA TURNAGE, his Mother
and Next Friend

COMPLAINT

and

VINCE TURNAGE, JR., a minor,
By LASHAUNA TURNAGE, his Mother
and Next Friend,



D93143476 INI

Plaintiffs

vs

ROBIN YODER
7415 Montgomery Road
Cincinnati, OH 45236

Defendant

FILED

2011 MAY 20 P 2:22

PATRICIA M. CLANCY
CLERK OF COURTS
HAMILTON COUNTY, OH

COUNT I

1. Plaintiff, LaShauna Turnage, is and was at all times relevant herein, a resident of Hamilton County, Ohio.
2. Defendant, Robin Yoder, is and was at all times relevant herein, a resident of Hamilton County, Ohio.
3. On or about May 27, 2011, Plaintiff, LaShauna Turnage, was operating a motor vehicle also occupied by her sons, Charles Turnage, and Vince Turnage, Jr., at the time they

were stopped on northbound U.S. 42, when Defendant Robin Yoder, while operating a motor vehicle, failed to stop striking another vehicle from behind forcing that vehicle to hit LaShauna Turnage's vehicle.

COUNT II

Plaintiff incorporates by reference as if fully rewritten paragraphs 1 through 3, and for her Second Cause of Action, states as follows:

4. As the direct, proximate and foreseeable result of the negligence of the Defendant, Plaintiff LaShauna Turnage, sustained permanent physical injuries, including, but not limited to, injuries to her back. These injuries have required medical treatment and will continue to require medical treatment in the foreseeable future.

5. As the direct, proximate and foreseeable result of the negligence of the Defendant, Plaintiff LaShauna Turnage, has endured pain, suffering, emotional distress, and will continue to endure such pain, suffering and emotional distress in the foreseeable future.

6. As the direct, proximate and foreseeable result of the negligence of the Defendant, Plaintiff, LaShauna Turnage, suffered damage to her ability to perform her normal usual activities of life.

7. As the direct, proximate and foreseeable result of the negligence of the Defendant, Plaintiff LaShauna Turnage, has incurred medical expenses, and expects to incur more medical expenses in the future.

8. As the direct, proximate and foreseeable result of the negligence of the Defendant, Plaintiff LaShauna Turnage, has had to miss work and suffered lost wages because of the treatment for her injuries.

COUNT III

Plaintiff incorporates by reference as if fully rewritten paragraphs 1 through 8, and for her Third Cause of Action, states as follows:

9. Defendant's negligence in operating a motor vehicle giving rise to the collision described above, constitutes violation of O.R.C. §4511.21, assured clear distance.

COUNT IV

Plaintiff incorporates by reference as if fully rewritten paragraphs 1 through 9, and for her Fourth Cause of Action, states as follows:

10. Plaintiffs Charles Turnage and Vince Turnage, Jr., are at all times relevant herein, minor children residing in Hamilton County, Ohio.

11. Plaintiff LaShauna Turnage, at all times relevant herein, is an individual residing in Hamilton County, Ohio, and is the natural mother and guardian of Plaintiffs Charles Turnage and Vince Turnage, Jr., minor children.

12. Plaintiffs Charles Turnage and Vince Turnage, Jr., minors, were passengers in an automobile being driven by LaShauna Turnage.

13. While traveling northbound on U.S. 42, Hamilton County, Ohio, Defendant Robin Yoder, struck the rear of another vehicle from behind forcing that vehicle into the vehicle which Charles Turnage and Vince Turnage, Jr., were passengers.

14. Defendant's operation of her automobile, as described above, was negligent, and that negligence was the direct, proximate, and foreseeable cause of the collision.

15. As a direct, proximate and foreseeable result of Defendant's negligence, Plaintiff Charles Turnage has sustained injuries. These injuries have required medical treatment, and may continue to require such medical treatment in the foreseeable future.

16. As a direct, proximate and foreseeable result of Defendant's negligence, Plaintiff Vince Turnage, Jr., has sustained injuries, including, but not limited to, his neck. These injuries have required medical treatment, and will continue to require such medical treatment in the foreseeable future.

17. As a direct, proximate and foreseeable result of Defendant's negligence, Plaintiffs Charles Turnage and Vince Turnage, Jr., have sustained pain, suffering, and emotional distress, and will continue to sustain such pain, suffering and emotional distress in the foreseeable future.

COUNT V

Plaintiff incorporates by reference as if fully rewritten paragraphs 1 through 17, and for her Fifth Cause of Action, states as follows:

18. As the direct, proximate and foreseeable result of Defendant's negligence, Plaintiff LaShauna Turnage, has incurred medical and other monetary expenses necessitated by the injuries to her sons, Charles Turnage and Vince Turnage, Jr., and will continue to sustain such expenses in the foreseeable future.

19. As the direct, proximate and foreseeable result of Defendant's negligence, Plaintiff LaShauna Turnage, has endured emotional distress, and will continue to sustain such emotional distress in the foreseeable future.

20. As the direct, proximate and foreseeable result of Defendant's negligence, Plaintiff LaShauna Turnage has been deprived of the company, and service of her sons, Charles Turnage and Vince Turnage, Jr., and will continue to endure such loss of company and services in the foreseeable future.

21. As the direct, proximate and foreseeable result of Defendant's negligence, Plaintiff LaShauna Turnage, has incurred a loss of earnings and will continue to incur such loss of earnings in the foreseeable future.

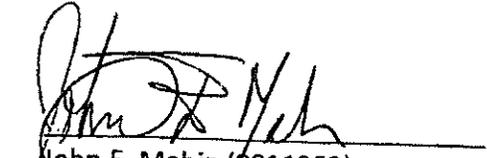
COUNT VI

Plaintiff incorporates by reference as if fully rewritten paragraphs 1 through 21, and for her Sixth Cause of Action, states as follows:

22. Defendant's operation of her automobile was in violation of the applicable provision of the Ohio Traffic Code, including, but not limited to, O.R.C. §4111.21, and as such, constitutes negligence per se.

23. Defendant's negligence was the direct, proximate and foreseeable cause of Plaintiffs' injuries and damages as outlined above.

WHEREFORE, Plaintiffs pray for judgment against Defendant in an amount to be determined, together with costs, interest, and all other relief to which they may be entitled.


John E. Mahin (0011253)
Clements Mahin & Cohen, L.P.A. Co.
35 E. Seventh Street, Suite 710
Cincinnati, OH 45202
(513) 721-6500
(513) 763-6415 Fax
jem@cmclawyers.com



COMMON PLEAS COURT
HAMILTON COUNTY, OHIO

LaShauna Turnage, et al

A 1103975

CASE NO. _____

VS

Robin Yoder

WRITTEN REQUEST FOR SERVICE
(TYPE OF PAPERS BEING SERVED)

() PLEASE CHECK IF THIS IS A
DOMESTIC CASE

PLAINTIFF/DEFENDANT REQUESTS:

CERTIFIED MAIL SERVICE

PERSONAL SERVICE _____

PROCESS SERVICE _____

EXPRESS MAIL SERVICE _____

REGULAR MAIL SERVICE _____

RESIDENCE SERVICE _____

FOREIGN SHERIFF _____

ON Robin Yoder

7415 Montgomery Road

Cincinnati OH 45236

FILED

2011 MAY 20 P 2:22

PATRICIA M. CLANCY
CLERK OF COURTS
HAMILTON COUNTY, OH

John E. Mahin

ATTORNEY

35 E 7th Street #710

Cincinnati OH 45202

ADDRESS

513-721-6500

PHONE NUMBER

0016253

ATTORNEY NUMBER

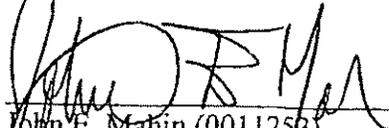
COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO



LASHAUNA TURNAGE, et al. : Case No. A1103975
 Plaintiffs, : Judge Nadine Allen
 v. : NOTICE OF VOLUNTARY DISMISSAL
 ROBIN YODER : WITHOUT PREJUDICE
 Defendant. :

Plaintiffs, by and through counsel, and pursuant to Rule 41(A)(1) of the Ohio Rules of Civil Procedure, voluntarily give notice of their dismissal of the above-referenced action without prejudice. This notice is subject to the savings provision of Ohio Revised Code Section 2305.19.

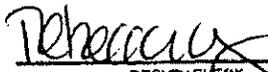
Respectfully submitted,


 John E. Mahin (0011253)
 Clements Mahin & Cohen, L.P.A. Co.
 35 E. Seventh Street, Suite 710
 Cincinnati, OH 45202
 Ph. (513) 721-6500
 Fax (513) 763-6415 Fax
 jem@cmclawyers.com

Attorney for Plaintiffs

COSTS PAID
TRACY WINKLER
CLERK OF THE COURT OF COMMON PLEAS

SEP 17 2012


 DEPUTY CLERK
 CINCINNATI, OHIO

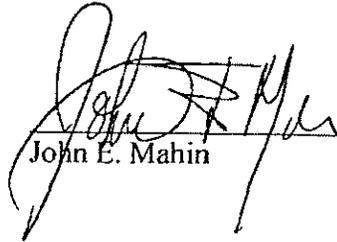
FILED

2012 SEP 17 P 3:46
 COURT OF COMMON PLEAS
 HAMILTON COUNTY, OH

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing was served on the following by regular U.S. Mail, postage pre-paid, this 17 day of September 2012:

Mr. J. Timothy Riker, Esq.
Ms. Sharon M.J. Shartzler, Esq.
J.T. Riker Co., L.P.A.
115 West Ninth Street
Cincinnati, Ohio 45202



John E. Mahin

FEE AGREEMENT FOR A PERSONAL INJURY CASE

ha shauna lunge hereinafter called "Clients," do hereby request and authorize John E. Mahin, hereinafter called "Attorneys," to represent Clients as legal counsel for all purposes in connection with injuries and damages arising out of an incident which occurred on the 17 day of May, 2009 in the County of Hamilton, State of Ohio, to ha shauna lunge (Clients), on the following conditions:

1. Attorneys will devote their full professional abilities to case and Clients agree to fully cooperate with Attorneys. Neither Attorneys nor Clients will settle case without other's approval in writing.
2. Clients will pay Attorneys for their services 33%. Such fee shall be computed from the amount of recovery. All costs as referred to in paragraph 3 and hereafter will be deducted from amount after Attorney's fees.
IN THE EVENT OF NO RECOVERY, CLIENTS SHALL OWE ATTORNEYS NOTHING FOR SERVICES RENDERED.
3. Clients agree to pay all costs of investigation, preparation and trial of case, and authorize Attorneys to deduct their fee and such costs from the proceeds recovered. Clients authorize and direct Attorneys to deduct from Clients' share of proceeds, directly to any doctor, hospital, expert or other medical creditor, any unpaid balance due them for Clients' care and treatment.
4. **CLIENTS AGREE THAT ATTORNEYS HAVE MADE NO PROMISES OR GUARANTEES REGARDING THE OUTCOME OF CLIENTS' CLAIM.** Clients understand Attorneys will investigate Clients' claim and, if after so investigating, claim does not appear to them to have merit, then Attorneys shall have the right to cancel this agreement.

I have read this contract, have received a copy of it and agree to the terms and conditions. There are no other or oral agreements between Clients and Attorneys.

ha shauna lunge

John E. Mahin

By: John E. Mahin

FEE AGREEMENT FOR A PERSONAL INJURY CASE

Weshaun Turnage mother and natural guardian of Charles Turnage, hereinafter called "Clients," do hereby request and authorize John E. Mahin, hereinafter called "Attorneys," to represent Clients as legal counsel for all purposes in connection with injuries and damages arising out of an incident which occurred on the 17 day of May, 2009, in the County of Hamilton, State of Ohio, to Charles Turnage (Clients), on the following conditions:
a minor

- 1. Attorneys will devote their full professional abilities to case and Clients agree to fully cooperate with Attorneys. Neither Attorneys nor Clients will settle case without other's approval in writing.
- 2. Clients will pay Attorneys for their services 33%. Such fee shall be computed from the amount of recovery. All costs as referred to in paragraph 3 and hereafter will be deducted from amount after Attorney's fees.

IN THE EVENT OF NO RECOVERY, CLIENTS SHALL OWE ATTORNEYS NOTHING FOR SERVICES RENDERED.

3. Clients agree to pay all costs of investigation, preparation and trial of case, and authorize Attorneys to deduct their fee and such costs from the proceeds recovered. Clients authorize and direct Attorneys to deduct from Clients' share of proceeds, directly to any doctor, hospital, expert or other medical creditor, any unpaid balance due them for Clients' care and treatment.

4. CLIENTS AGREE THAT ATTORNEYS HAVE MADE NO PROMISES OR GUARANTEES REGARDING THE OUTCOME OF CLIENTS' CLAIM. Clients understand Attorneys will investigate Clients' claim and, if after so investigating, claim does not appear to them to have merit, then Attorneys shall have the right to cancel this agreement.

I have read this contract, have received a copy of it and agree to the terms and conditions. There are no other or oral agreements between Clients and Attorneys.

Weshaun Turnage

John E. Mahin

By: John E. Mahin

FEE AGREEMENT FOR A PERSONAL INJURY CASE

Vince Turney, hereinafter called "Clients," do hereby request and authorize John E. Mahin, hereinafter called "Attorneys," to represent Clients as legal counsel for all purposes in connection with injuries and damages arising out of an incident which occurred on the 17 day of May, 2009 in the County of Hamilton, State of Ohio, to Vince Turney (Clients), on the following conditions:

1. Attorneys will devote their full professional abilities to case and Clients agree to fully cooperate with Attorneys. Neither Attorneys nor Clients will settle case without other's approval in writing.
2. Clients will pay Attorneys for their services 33%. Such fee shall be computed from the amount of recovery. All costs as referred to in paragraph 3 and hereafter will be deducted from amount after Attorney's fees.
IN THE EVENT OF NO RECOVERY, CLIENTS SHALL OWE ATTORNEYS NOTHING FOR SERVICES RENDERED.
3. Clients agree to pay all costs of investigation, preparation and trial of case, and authorize Attorneys to deduct their fee and such costs from the proceeds recovered. Clients authorize and direct Attorneys to deduct from Clients' share of proceeds, directly to any doctor, hospital, expert or other medical creditor, any unpaid balance due them for Clients' care and treatment.
4. **CLIENTS AGREE THAT ATTORNEYS HAVE MADE NO PROMISES OR GUARANTEES REGARDING THE OUTCOME OF CLIENTS' CLAIM.** Clients understand Attorneys will investigate Clients' claim and, if after so investigating, claim does not appear to them to have merit, then Attorneys shall have the right to cancel this agreement.

I have read this contract, have received a copy of it and agree to the terms and conditions. There are no other or oral agreements between Clients and Attorneys.

Vince Turney

John E. Mahin

By: John E. Mahin

ORIGINAL

COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

LASHAUNA TURNAGE
1160 Tassie Lane
Cincinnati, Ohio 45231

and

CHARLES TURNAGE, a minor,
By LASHAUNA TURNAGE, his Mother
and Next Friend

and

VINCE TURNAGE, JR., a minor,
By LASHAUNA TURNAGE, his Mother
and Next Friend,

Plaintiffs

vs

ROBIN YODER
7415 Montgomery Road
Cincinnati, Ohio 45236

: CASE NO. A 1 3 0 6 2 7 2
:
:
: JUDGE: _____
: Previously filed under Case No. A1103975
: Previously assigned to Judge Nadine
: Allen

: COMPLAINT

TRACY WINKLER
CLERK OF COURTS
HAMILTON COUNTY, OH
2013 SEP 16 P 1:20
FILED

COUNT I

1. Plaintiff, LaShauna Turnage, is and was at all times relevant herein, a resident of Hamilton County, Ohio.
2. Defendant, Robin Yoder, is and was at all times relevant herein, a resident of Hamilton County, Ohio.
3. This action was originally filed on May 20, 2011 in the Hamilton County, Ohio Court of Common Pleas and assigned Case No. A1103975. This action was subsequently dismissed without prejudice on September 17, 2012 and is now being refilled pursuant to the saving provision of Ohio Revised Code Section 2305.19

YKM



D103569083 INI

COUNT II

Plaintiff incorporates by reference as if fully rewritten paragraphs 1 through 3, and for her Second Cause of Action, states as follows:

4. As the direct, proximate and foreseeable result of the negligence of the Defendant, Plaintiff LaShauna Turnage, sustained permanent physical injuries, including, but not limited to, injuries to her back. These injuries have required medical treatment and will continue to require medical treatment in the foreseeable future.
5. As the direct, proximate and foreseeable result of the negligence of the Defendant, Plaintiff LaShauna Turnage, has endured pain, suffering, emotional distress, and will continue to endure such pain, suffering and emotional distress in the foreseeable future.
6. As the direct, proximate and foreseeable result of the negligence of the Defendant, Plaintiff, LaShauna Turnage, suffered damage to her ability to perform her normal usual activities of life.
7. As the direct, proximate and foreseeable result of the negligence of the Defendant, Plaintiff LaShauna Turnage, has incurred medical expenses, and expects to incur more medical expenses in the future.
8. As the direct, proximate and foreseeable result of the negligence of the Defendant, Plaintiff LaShauna Turnage, has had to miss work and suffered lost wages because of the treatment for her injuries.

Count III

Plaintiff incorporates by reference as if fully rewritten paragraphs 1 through 9, and for her Fourth Cause of Action, states as follows:

10. Plaintiffs Charles Turnage and Vince Turnage, Jr., are at all times relevant herein, minor children residing in Hamilton county, Ohio

11. Plaintiff LaShauna Turnage, at all times relevant herein, is an individual residing in Hamilton County, Ohio, and is the natural mother and guardian of Plaintiffs Charles Turnage and Vince Turnage, Jr., minor children.

12. Plaintiffs Charles Turnage and Vince Turnage, Jr., minors, were passengers in an automobile being driven by LaShauna Turnage.

13. While traveling northbound on U.S. 42, Hamilton County, Ohio, Defendant Robin Yoder, struck the rear of another vehicle from behind forcing that vehicle into the vehicle which Charles Turnage and Vince Turnage, Jr., were passengers.

14. Defendant's operation of her automobile, as described above, was negligent, and that negligence was the direct, proximate, and foreseeable cause of the collision.

15. As a direct, proximate and foreseeable result of Defendant's negligence, Plaintiff Charles Turnage has sustained injuries. These injuries have required medical treatment, and may continue to require such medical treatment in the foreseeable future.

16. As a direct, proximate and foreseeable result of Defendant's negligence, Plaintiff Vince Turnage, Jr., has sustained injuries, including but not limited to, his neck. These injuries have required medical treatment, and will continue to require such medical treatment in the foreseeable future.

17. As a direct, proximate and foreseeable result of Defendant's negligence, Plaintiff Charles Turnage and Vince Turnage, Jr., have sustained pain, suffering, and emotional distress, and will continue to sustain such pain, suffering and emotional distress in the foreseeable future.

COUNT V

Plaintiff incorporates by reference as if fully rewritten paragraphs 1 through 17, and for her Fifth Cause of Action, states as follows:

18. As the direct, proximate and foreseeable result of Defendant's negligence, Plaintiff LaShauna Turnage, has incurred medical and other monetary expenses necessitated by the injuries to her sons, Charles Turnage and Vince Turnage, Jr., and will continue to sustain such expenses in the foreseeable future.

19. As the direct, proximate and foreseeable result of Defendant's negligence, Plaintiff LaShauna Turnage, has endured emotional distress, and will continue to sustain such expenses in the foreseeable future.

20. As the direct, proximate and foreseeable result of Defendant's negligence, Plaintiff LaShauna Turnage has been deprived of the company, and service of her sons. Charles Turnage and Vince Turnage, Jr., and will continue to endure such a loss of company and services in the foreseeable future.

21. As the direct, proximate and foreseeable result of Defendant's negligence, Plaintiff LaShauna Turnage, has incurred a loss of earnings and will continue to incur such a loss of earnings in the foreseeable future.

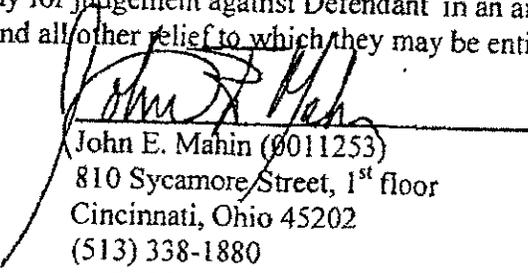
COUNT VI

Plaintiff incorporates by reference as if fully rewritten paragraphs 1 through 21, and for her Sixth Cause of Action, states as follows:

22. Defendant's operation of her automobile was in violation of the applicable provision of the Ohio Traffic Code, including, but not limited to, O.R.C. §4111.21, and as such, constitutes negligence per se.

23. Defendant's negligence was the direct, proximate and foreseeable cause of the Plaintiffs' injuries and damages as outlined above.

WHEREFORE, Plaintiffs pray for judgement against Defendant in an amount to be determined, together with costs, interest, and all other relief to which they may be entitled.



John E. Mahin (0011253)
810 Sycamore Street, 1st floor
Cincinnati, Ohio 45202
(513) 338-1880
(513) 263-9088
jmahin@mahinlaw.com

Attorney for Plaintiffs

SETTLEMENT DISTRIBUTION

Vince Turnage

Received from Insurance Co.	\$ 5,700.00
Attorney Fees	\$ 1,900.00
Expenses	\$ 108.33
Final to Client	\$ 3,691.67

1/22/14
Date

Shauna Turnage
Vince Turnage For Vince Turnage

John E. Mahin
John E. Mahin

FULL RELEASE OF ALL CLAIMS WITH INDEMNITY

Claim #: 095017707-kxy

Date: 1/17/14

KNOW ALL BY THESE PRESENTS, THAT Vince Turnage Jr, a single adult, for and in consideration of the payment of **Five Thousand Seven Hundred and xx/100 dollars (\$5700.00)** the receipt and sufficiency of which is hereby acknowledged, does (do) hereby for myself (ourselves) and for my (our) heirs, executors, administrators, successors, assigns and any and all other persons, firms, employers, corporations, associations, or partnerships forever release, acquit, discharge, and forever discharge **Robin Yoder** and his, her, their or its agents, employees, servants, heirs, administrators, successors, executors, assigns and all other persons, firms, corporations, associations or partnerships of, and from any and all claims, actions, causes of actions, demands, rights, damages, costs, loss of wages, expenses, hospital and medical expenses, loss of consortium, loss of service, any and all claims for interest accruing on the settlement, including, without limitation, all claims for interest pursuant to Ohio Revised Code 1343.03 and any compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of an accident which occurred on or about 5/17/2009 at or near US 42 near Cox Rd, W. Chester, OH.

It is understood and agreed that this settlement is in full compromise of a doubtful and disputed claim as to both questions of liability and as to the nature and extent of the injuries and damage, and that neither this release, nor the payment pursuant thereto, shall be construed as an admission of liability, such being denied.

The undersigned hereby declare(s) and represent(s) that the injuries are or may be permanent and that recovery therefrom is uncertain and indefinite and in making the release, it is understood and agreed that the undersigned rely(ies) wholly upon the undersigned's judgment, belief, and knowledge of the nature, extent, effect and duration of said injuries and liability therefore and is made without reliance upon any statement or representation of the party or parties being released, or their representatives, or by any physician or surgeon by them employed.

In further consideration of the payment of the sum noted above, the undersigned agree(s) to indemnify and hold harmless **Robin Yoder** and Progressive Specialty Insurance Company from any and all further liability, loss, payment, damage, claims of subrogation and expense arising out of injuries and damages sustained by the undersigned. This indemnification agreement includes, without limitation, all claims by providers of medical treatment to the undersigned whether such claims arise out of subrogation, assignment, or otherwise and irrespective of whether the claim is made by the provider, its agent, or an insurer. If necessary to save the above released party or parties so harmless, the undersigned further agrees to pay for legal counsel to defend any suit and satisfy on their behalf any settlement or judgment made by or entered against the released party or parties arising in any way out of the above referenced accident.

The undersigned further declares(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this release contains the entire agreement between the parties hereto, and that the terms of this release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Vince Turnage
Signed

1/22/14
Date

[Signature]
Witness

1/22/14
Date

Signed

Date

Witness

Date

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading information, concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

Policy # 0786582-006	Insured YODER, ROBIN S	Date Issued 1/17/2014	Area Code 070	Dist Number 480811745	AG 302 438
Claim # 095017701	Claimant TURNAGE, VINCE	Date of Loss 5/17/2009	State Code OH	Office Issued At OH-CASLS-GRP	PAC

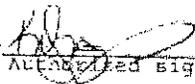
Pay FIVE THOUSAND SEVEN HUNDRED AND NO/100 Dollars \$*****5,700.00

In Payment of
FINAL & FINAL SETTLEMENT OF ALL CLAIMS & DEMANDS

Payable through
PNC Bank, N.A. 070
 Cincinnati, Ohio 45221-1118

Progressive Specialty Insurance Company

Pay VINCE TURNAGE, JR. A SINGLE ADULT AND JOHN MAHIN, HIS ATTY
 TO JOHN MAHIN
 The 830 SYCAMORE ST 1ST FLR
 Order CINCINNATI OH 45202
 CE

By 
 AUTHORIZED SIGNATURE

⑆480811745⑆ ⑆041203695⑆ 4239694508⑆

Vince Turnage

John Mahin

JOHN E MAHIN A. ORNEY AT LAW
ESCROW ACCOUNT / IOLTA / IOTA

07-13

1052

810 SYCAMORE ST
CINCINNATI, OH 45202

56-28/422
57651

DATE

January 24, 2014

PAY
TO THE
ORDER OF

Vince Turnage, Jr.

\$ *3,691⁶⁷/₁₀₀*

Three thousand six hundred ninety-one and ⁶⁷/₁₀₀

DOLLARS



Security
Features
Deliver on
Date



KeyBank National Association
Cincinnati, Ohio 45202
1-888-KEY4BIZ® Key.com®

John F. Ma

FOR

⑈001052⑈ ⑆042200295⑆ 356512012227⑈

COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

COSTS PAID
TRACY WINKLER
CLERK OF THE COURT OF COMMON PLEAS

JAN 29 2014

Tracy Winkler
DEPUTY CLERK
CINCINNATI, OHIO

LASHAUNA TURNAGE, et al.
Plaintiffs

: CASE NO. A-1306272
:
:
:
:
:
:

vs.

ROBIN YODER
Defendants

NOTICE OF VOLUNTARILY DISMISSAL
WITH PREJUDICE

Plaintiffs, by and through counsel, hereby give notice of their dismissal of the above-referenced action with prejudice.

Respectfully Submitted,

John E. Mahin

John E. Mahin (001/253)
810 Sycamore Street, 1st floor
Cincinnati, Ohio 45202
(513) 338-1888
(513) 263-9088 fax
jmahinlaw.com

Attorney for Plaintiffs

FILED

2014 JAN 29 P 3:45

TRACY WINKLER
CLERK OF COURTS
HAMILTON COUNTY, OH



D105041269



Hamilton County Court of Common Pleas

HAMILTON COUNTY, OHIO
COURTHOUSE
1000 MAIN STREET
CINCINNATI, OHIO 45202-1217

JUDGE
ETHNA M. COOPER

TELEPHONE
(513) 946-5860
FAX (513) 946-5864

September 3, 2015

The Supreme Court of Ohio
65 South Front Street
Columbus, Ohio 43215-3431

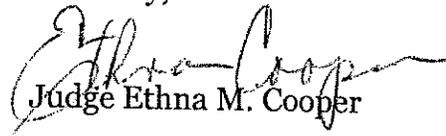
To The Honorable Justices of the Ohio Supreme Court:

I am writing in support of John Mahin. I have known Mr. Mahin since the early 1980's and had cases with him when I was in private practice. In those cases, I found him to be professional, fair and a strong advocate for his clients. The same can be said of the cases he has had assigned to my docket.

Mr. Mahin advised me of his suspension and readily takes full responsibility for his actions. He told me that he has sought treatment and therapy which have been a great benefit to him. In addition, he said that the entire experience has made him a better lawyer.

I respectfully request that you give him every consideration.

Sincerely,


Judge Ethna M. Cooper



Hamilton County Court of Common Pleas

HAMILTON COUNTY, OHIO
COURTHOUSE
1000 MAIN STREET
CINCINNATI, OHIO 45202-1217

JUDGE JODY M. LUEBBERS

September 2, 2015

TELEPHONE
(513) 946-5755
FAX (513) 946-5752
email: jmluebbbers@cms.hamilton-co.org

Board of Professional Conduct
Supreme Court of Ohio
65 South Front Street, 5th Floor
Columbus, Ohio 43215

Re: John E. Mahin

To Whom It May Concern:

I am writing on behalf of John E. Mahin, whom I understand is presently before the Board of Professional Conduct for disciplinary proceedings. I am aware of the allegations against John, and that he and Disciplinary Counsel have negotiated an Agreement for Consent to Discipline that would potentially resolve those proceedings. I am writing to express my support of a reasonable, negotiated resolution of the proceedings.

I have known John, both professionally and socially, for ___ years. John, who is a genuinely nice man, has practiced before me on numerous occasions. I have always found him to be professional and prepared. I believe that actions that gave rise to John's interim suspension and these proceedings are completely out of character. I am also confident that John, who is quite ashamed of his behavior and the criminal consequences, will refrain from any conduct that might bring him before the Board again.

Thank you for your consideration.

Very truly yours,

A handwritten signature in black ink that reads "Judge Jody Luebbers".

Jody M. Luebbers
Judge, Hamilton County Court
of Common Pleas

Hi Jeanne,

Thank you for your call last week regarding your client. Here is an outline of services we can provide to assist your client with his solo practice. Most tasks are done on a hourly billing schedule at \$80/hr. After the initial work with a client, I like to transition them to a flat monthly rate that fits their budget and achieves the goals as set out in the business plan or assessment.

1. I start all my engagements with a new client by doing needs assessment. Basically, we peel back the layers and document everything about the business. This is accomplished by doing an on-site visit or a Skype call if the client is not located in Cincinnati. The outcome of this assessment lays the groundwork for the scope of the projects. And it is a very eye-opening experience for the business owner.
2. Now we look at the following areas and **create processes and procedures**. This list is just a partial list and will depend on the items identified in #1. The below items are the ones I generally find need the most attention in a solo practice.
 - a. Client intake procedure
 - b. Client setup procedure
 - i. Conflict checking
 - ii. Initial client meeting
 - iii. Fee agreements – review of all types of fee agreements being used
 - iv. Fees – hourly, flat and contingent
 - v. Client onboarding
 - c. Calendaring system
 - i. Deadlines/tasks
 - ii. Statute of limitations tracking
 - iii. Court dates and deadlines
 - d. Client invoicing and collections
 - i. Billing workflow
 - ii. Getting paid workflow
 - e. Trust accounting
 - f. Document storage and document management systems
 - g. Financials
 - i. Paying yourself
 - ii. Cash flow reports – can I pay my bills?
 - iii. Revenue tracking
 - iv. Paying bills
 - v. Monthly reconciliations
 - vi. Monthly financial reports
 - vii. Trust account reconciliation
3. Monitoring CLE and other requirements for maintaining your license to practice law

4. The items in step 2 above may include the following and each item below has multiple steps to implementing.
 - a. Set up a law practice management software system (I recommend Clio, MyCase or RocketMatter)
 - b. Set up a cloud based document storage system that meets all the ABA Rules of Professional Conduct (Box.net)
 - c. Set up a calendaring system
 - d. Set up accounting software (QuickBooks)
 - e. Train on all the above

Lastly, we can work on a business plan. For solos, I tend to do this after all of the above since all of the above is critical to the business getting healthy and staying healthy. Working through all of these projects will naturally lead to the outline of a business plan.

CONFIDENTIAL

Ohio Lawyers Assistance Program, Inc.

1650 Lake Shore Drive, Suite 375, Columbus, Ohio 43204-4991
Tel. 800-348-4343 614-586-0621 Fax: 614-586-0833
www.ohiolep.org

SCOTT R. MOTE, J.D.
EXECUTIVE DIRECTOR

STEPHANIE S. KRZMARICH, LISW-S, LCDC-III, ICADC
CLINICAL DIRECTOR

MEGAN R. SNYDER, MSW, LISW
CLINICAL ASSOCIATE

Cincinnati Office:
PATRICK J. GARRY, J.D.
ASSOCIATE DIRECTOR
513-623-8953

Cleveland Office:
PAUL A. CAIMI, J.D., LCDC-III, ICADC
ASSOCIATE DIRECTOR
800-816-8808

OHIO LAWYERS ASSISTANCE PROGRAM, INC.
MENTAL HEALTH CONTRACT

WHEREAS, John E. Mahin:

by order of the Supreme Court of Ohio dated 10.22.11, participation in the program offered by the Ohio Lawyers Assistance Program, Inc. (OLAP) is required, and/or, is obligated by reason of an agreement with OLAP to participate in the program offered by OLAP and/or Ohio Lawyers Support System (OLSS), and/or, is currently involved in the Supreme Court of Ohio disciplinary process, and/or, is applying for admission to the Ohio bar, and/or, has been diagnosed as suffering from a mental health or related disorder(s), and desires assistance from and participation in the program offered by OLAP, and

WHEREAS, OLAP is a nonprofit Ohio corporation providing evaluation, rehabilitation, and assistance to attorneys suffering from mental health or related disorder(s), and to provide monitoring and reporting services in connection therewith.

NOW, THEREFORE, the parties who agree as follows:

I, John E. Mahin agree to:

1. Report to Gahey Grant, PhD for an assessment to determine diagnosis, appropriate level of care, and treatment recommendations no later than July 15, 2011, or ASAP.
2. Renegotiate the terms of this Agreement upon receipt of the above evaluation if required by OLAP.
3. Totally refrain from the use of all mood altering substances, including alcohol.
4. Prior to the use of any mood altering/psychoactive prescription medication, I agree to notify the prescribing physician that I am under contract with OLAP, and request that the physician notify OLAP in writing that he/she has knowledge of my chemical dependency, identify the drug or drugs prescribed, and advise of the reason for said prescription.

- may have 1 drink per week.

5. Provide OLAP with the name, address and telephone number of each physician and other mental health professional(s) treating me, and herein authorize OLAP to obtain any information desired from said professionals.
6. I have selected as my primary physician, Dr. Thaler, located at _____, with telephone number _____.
7. I agree to obtain treatment from my primary physician and mental health professional(s) and to provide free and unlimited release of all information concerning my health and participation in treatment to OLAP.
8. I understand the need for and have requested that my primary physician, as well as any other treating professional(s), notify OLAP immediately of the following:
 - a. failure to comply with or progress in treatment;
 - b. any change of medication;
 - c. discontinuation of therapy;
 - d. change of treating professional(s);
 - e. failure to appear for appointments, continue prescribed medications or cooperate in the therapeutic process.
9. Accept ~~Scott R. Maffei~~ Megan R. Skuder as Monitor of my performance under this contract and I assume the responsibility of making at least one personal contact per month with my Monitor, in addition to other therapy sessions recommended by my Monitor, treating physician and/or mental health professional(s).
10. Provide my OLAP Monitor with whatever substantiating documentation the monitor may require to assure compliance with this contract.
11. Provide OLAP with notification of any changes in my physical or mental health, address, phone number, or employment.
12. If available and endorsed by my Monitor, actively participate in a facilitated support group for recovering professionals.
13. If therapeutically indicated, submit to and pay for random urine drug/alcohol screens at the direction of OLAP.
14. Provide appropriate signed release forms for urine/blood laboratory results, treatment center records, psychiatric or mental health records, physician or therapist reports and other written and verbal information required to assure compliance with the terms of this Agreement.
15. Participate in continuing private and/or group therapy as required by OLAP, treating physician, mental health professional(s) or Monitor.
16. Immediately notify OLAP as well as my monitor in the event I use any mind or mood altering substances without a prescription from the physician above or any new physicians that may not be aware of my condition(s).
17. Agree to pay OLAP \$50.00/~~\$100~~ when you are able to pay. \$200 monthly administrative fee and forward payment to OLAP by the fifth day of each month.
18. Involve my family in continuing supportive care as suggested by OLAP, my Monitor, my physician and my mental health professional(s).
19. Make appropriate restitution, if applicable.
20. To perform in accordance with each and every term contained in any court order and this agreement.
21. To the modification of these Contract terms as required by my monitor and dictated by a change in circumstances.

22. To attend the annual OLAP workshop, if possible.

OLAP agrees to:

1. Provide a trained and/or certified individual to monitor the performance required by this Contract.
2. Insofar as treatment and ability to practice law is concerned, and where applicable, assume an advocacy role before any Commission Court Agency or with any Employer or other person to whom Participant must report or account.
3. Assume the responsibility to hold this Contract and all information acquired in furtherance thereof in strict confidence until released from such obligation in writing.
4. Assume the responsibility to report compliance or non-compliance with this Contract to the appropriate person (this report may also be made by the Monitor).

This Contract shall remain in effect for three (3) years from the date of execution and may be extended by order of the Court or agreement of the parties.

This contract is hereby extended to February 20, 2016.

Date: 6-22-2011

Date: 6-22-2011

02/20/2015

OHIO LAWYERS ASSISTANCE PROGRAM, INC.

By: Scott R. Mote
 Scott R. Mote, Esq.
 Stephanie S. Kizmarich, MSW, LISW-S, LCDC-III
 Megan R. Robertson, MSW, LISW
 Paul A. Calmi, J.D., LCDC-III, ICADC
 Patrick J. Garry, Esq.

John E. Mahin
 Participant
 John E. Mahin
 Print Name

Approves
[Signature]
 Scott R. Mote
 2/20/15

John E. Mahin
 John E. Mahin

KATHLEEN A. GRANT, PSY. D.
4450 Carver Woods Drive
Cincinnati, OH 45242
Phone (513) 984-9940
Fax (513) 984-9858

October 25, 2013

Ohio Lawyers Assistance Program
1650 Lakeshore Drive, Suite 375
Columbus, OH 43204

To Whom It May Concern:

I am writing regarding my treatment of Mr. John Mahin.

Mr. Mahin was first seen for psychotherapy by me November 30, 2006, and has continued in treatment intermittently since then. He has been diagnosed with Adjustment Disorder with Depression and Anxiety.

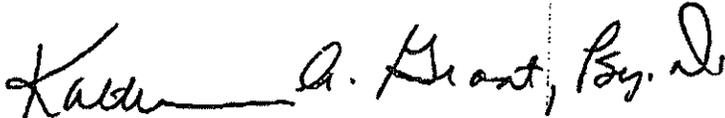
When his treatment began, the focus was on severe marital discord. He and his wife later divorced resulting in much distress for Mr. Mahin. He was significantly depressed and anxious due to the divorce and resulting changes in his life. One significant factor in his psychological condition was severe financial pressures resulting from the divorce. The psychological and financial effects also contributed to difficulties at work. He reported problems with concentration and attention.

Mr. Mahin recently returned for treatment on September 20, 2013, and reported that he had lost his job with the firm where he had worked for many years. He has continued to work, now in his own solo practice, and is trying very hard to get his life back on track.

Currently, Mr. Mahini is experiencing significant depression and anxiety. Despite this, he is facing his problems and working hard at moving forward with his practice and his life in general. He is regularly attending sessions and motivated in his treatment.

If you need further information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Kathleen A. Grant, Psy. D." The signature is written in a cursive style.

Kathleen A. Grant, Psy. D
Clinical Psychologist

KAG/jmc

KATHLEEN A. GRANT, PSY.D.
4450 CARVER WOODS DRIVE
CINCINNATI, OH 45242
(513) 984-9940
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September 30, 2014

Ohio Lawyers Assistance Program
1650 Lakeshore Drive, Suite 375
Columbus, OH 43204

To Whom It May Concern:

I am writing regarding my treatment of Mr. John Mahin. I have included a letter sent by me to you on October 25, 2013. This letter is sent to update you about his ongoing psychotherapy and his current status.

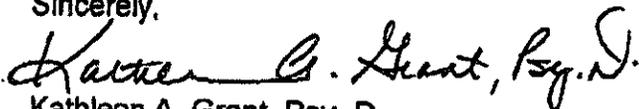
As stated in the earlier letter, Mr. Mahin suffered from depression and anxiety in large part due to severe marital discord and later his divorce. The depression and anxiety greatly impacted his work life.

Since the last letter, I have continued to see Mr. Mahin on the average of every two weeks. He continues to experience depression and anxiety and is currently prescribed medication for the anxiety. Since the original letter was sent, the sources of his depression and anxiety are trying to recover from the financial pressures of his divorce, from losing his job with his former firm and from legal matters involving him and this law firm. In addition, this past week he notified me of the death of a very good friend who had committed suicide. He was very distraught with this news.

Mr. Mahin continues to work hard to remedy the financial problems and to resolve the issues with his former law firm. He regularly attends scheduled sessions and is highly motivated in his treatment.

If you need further information, please feel free to contact me.

Sincerely,



Kathleen A. Grant, Psy. D.
Clinical Psychologist

KAG/jmc
Enclosure

KATHLEEN A. GRANT, PSY.D.
4450 CARVER WOODS DRIVE
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(513) 984-9940
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September 3, 2015

The Ohio Supreme Court
65 South Front Street, 7th Floor
Columbus, OH 43215-3431

Dear Justices:

I am writing regarding my treatment of Mr. John Mahin.

I began seeing Mr. Mahin for psychotherapy on November 30, 2006 and have seen him intermittently since then. He has been diagnosed with Adjustment Disorder with Depression and Anxiety (ICD10: F43.23).

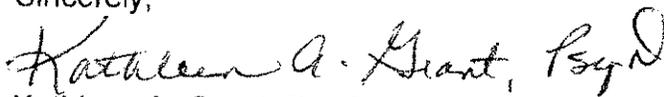
The adjustment issues involved severe marital discord and later divorce. At that time he was significantly depressed and anxious due to the resulting changes in his life. The divorce also contributed to severe financial pressures. The psychological and financial stress caused difficulties at work, including concentration and attention problems and, in my professional opinion, contributed to his misconduct.

I last saw Mr. Mahin on July 8, 2015, but there has been telephone contact since then. He has been working hard at getting his personal and work life back on track.

Based on my work with Mr. Mahin, I believe he is ready and able to return to his work. I see him as able to practice competently and in an ethical and professional manner.

If you need further information, please feel free to contact me.

Sincerely,



Kathleen A. Grant, Psy.D.
Clinical Psychologist

KAG/jmc