

IN THE SUPREME COURT OF OHIO

DISCIPLINARY COUNSEL,	:	
	:	Case No. 2015-1641
Relator,	:	
	:	
v.	:	
	:	
JOHN EDWARD MAHIN,	:	
	:	
Respondent.	:	

**RESPONDENT JOHN EDWARD MAHIN'S
APPLICATION FOR REINSTATEMENT**

David P. Kamp (0020665)
Jean Geoppinger McCoy (0046881)
WHITE, GETGEY & MEYER CO., L.P.A.
1700 Fourth & Vine Tower
One West Fourth Street
Cincinnati, Ohio 45202
dkamp@wgmlpa.com
jmccoy@wgmlpa.com
(513) 241-3685

Counsel for Respondent/Applicant

Scott J. Drexel (0091467)
Disciplinary Counsel
Michelle R. Bowman (0074233)
Assistant Disciplinary Counsel
250 Civil Center Drive, Suite 325
Columbus, Ohio 43215
s.drexel@sc.ohio.gov
m.bowman@sc.ohio.gov
(614) 461-0256

Counsel for Relator

Now comes Respondent, John Edward Mahin, pursuant to Gov. Bar R. V, § 24, and hereby applies to the Court for reinstatement to the practice of law. In support of his application, which is accompanied by his supporting affidavit (Exhibit A), Respondent states as follows.

The events that led to Respondent's suspension occurred in 2013, while he was a shareholder of the law firm of Clements, Mahin & Cohen, L.P.A. Co. ("CMC") in Cincinnati. Respondent has never denied that the wrongful events occurred, in court or the disciplinary process. The events, which were fully set forth in his Agreement for Consent to Discipline (the "Consent Agreement"), may be summarized as follows.

- 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.
- In 2011, Respondent began to suffer from depression, which seriously affected his ability to practice law. He was eventually diagnosed with Adjustment Disorder with Depression and Anxiety stemming from severe marital discord (and later from his divorce from his alcoholic wife) and the related severe financial pressures.
- 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. As the result of crushing financial pressures, Respondent engaged in self-help and converted \$15,261.97 of CMC funds, on twelve client files, to his own use. He additionally converted \$270.96 of one client's funds to his own use.
- On June 13, 2013, CMC terminated Respondent's employment with the firm.
- 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 Ohio Rev. Code § 2913.02(A)(3), for the his theft of the \$15,261.97 from CMC. He was not charged for the theft of the client's \$270.96.

- On October 30, 2014, Respondent voluntarily entered a plea of guilty to the offense as set forth in the Bill of Information and made full restitution to CMC and the client.
- On November 4, 2015, the Court accepted Respondent's plea and found him guilty. On December 16, 2014, he was sentenced to one year of non-reporting community control, and ordered to perform 80 days of community service and pay court costs, which he did.

As a result of the above events, on January 5, 2015, pursuant to Gov. Bar R. V(18), the director of the Board of Professional Conduct filed a Notice of Felony Conviction against Respondent, who was licensed to practice law in the State of Ohio. *In re John Edward Mahin*, Case No. 2015-0014 ("Case No. 2015-0014"). Thereafter, on January 9, 2015, the Court suspended Respondent from the practice of law on an interim basis, pursuant to Gov. Bar R. V(18) (A)(4) (the "January 2015 Order"). *In re Mahin*, 142 Ohio St. 3d 1254, 2015-Ohio-26, 32 N.E.3d 461. Disciplinary proceedings subsequently commenced.

Respondent filed his Affidavit of Compliance with the Court's January 2015 Order on February 9, 2015. Affidavit of John E. Mahin, Aug. 30, 2016 ("Mahin Aff."), at ¶ 4. During the pendency of his interim suspension, Respondent ceased and desisted from the practice of law in any form. *Id.* at ¶ 5. With Disciplinary Counsel's approval, however, Respondent has been employed by Thomas Deye, Esq., Edward Roberts, Esq., Craig Newburger, Esq. and Roger Kirk, Esq. pursuant to Gov. Bar R. V(23). *Id.* at ¶ 6. During that employment, Respondent has refrained from direct client contact, except as provided in Gov. Bar R. V(23)(A)(1), and from receiving, disbursing or otherwise handling any client trust funds or property. *Id.*

On September 9, 2015, Respondent and Disciplinary Counsel filed their Consent Agreement with the Board of Professional Conduct of the Supreme Court of Ohio (the “Board”). Therein, Respondent admitted that he had violated 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).

On October 6, 2015, the Board voted to accept and adopt the Consent Agreement, and recommended the imposition of the agreed sanction of a two-year suspension, with one year stay on conditions, with credit for time served under the interim felony suspension. The Board further recommended that Respondent be ordered to pay the costs of the proceedings. The Court issued an order waiving the issuance of a show cause order and this matter was submitted to the Court on the report and record filed by the Board.

On June 14, 2016, the Court issued its Order suspending Respondent from the practice of law for a period of two years with the second year stayed on the conditions that Respondent: (1) continue psychological counseling; (2) comply with his Ohio Lawyers Assistance Program contract dated June 22, 2012, as extended on February 20, 2015; (3) submit to law practice management counseling, including counseling on client trust accounts, as set forth in Exhibit 7 to the Consent to Discipline agreement; (4) serve a two-year period of monitored probation upon his reinstatement to the practice of law; and (5) refrain from any further misconduct. *Disciplinary Counsel v. Mahin*, 2016-Ohio-3336 (the “Order of Suspension”). Respondent was given credit for time served under the interim felony suspension imposed on January 9, 2015, and Case No. 2015-0014 was dismissed.

With credit for time served, Respondent is now eligible for and requests reinstatement to the practice of law.

As set forth in Respondent's supporting affidavit, there are no disciplinary proceedings pending against him. Mahin Aff. at ¶ 12. He has completed the term of community control imposed as part of his sentence for a felony conviction, made full restitution, complied with the continuing legal education requirements of Gov. Bar R. X and paid the costs of this proceeding. *Id.* at ¶¶ 8-10.

Further, Respondent has fully complied with the Order of Suspension. He is continuing psychological counseling and in compliance with his Ohio Lawyers Assistance Program contract dated June 22, 2012 (as extended on February 20, 2015) and has signed a contract for and begun law practice management counseling, including counseling on client trust accounts, as set forth in Exhibit 7 to the Consent to Discipline agreement. *Id.* at ¶ 11. He will serve a two-year period of monitored probation upon his reinstatement to the practice of law with a monitor approved and appointed by Disciplinary Counsel; potential monitors have been identified and are being contacted/vetted by Disciplinary Counsel. *Id.* And he has refrained from any further misconduct. *Id.*

Since his suspension, Respondent has worked to better himself. With the help of family, friends, colleagues, therapists and others, Respondent has fully come to appreciate the wrongful nature of his misconduct, and the impact his actions had not only him, but others around him, including his former partners and clients. He has also taken his finances in hand, having filed for Chapter 13 bankruptcy protection in the United State Bankruptcy Court for the Southern District of Ohio – *In re John Edward Mahin*, Case No. 1:16-bk-

12043. He applies for reinstatement with full confidence that he possesses the attributes and qualifications necessary for the practice of law.

The primary issue in reinstatement proceedings is whether the disciplined attorney has been sufficiently rehabilitated so as to justify readmission to the practice of law. *In re Nevius*, 174 Ohio St. 560, 191 N.E.2d 166 (1963). Gov. Bar R. V, § 24(C) states, in pertinent part, that:

[t]he Supreme Court shall order the respondent reinstated if all of the following conditions are satisfied:

- (1) All costs of the proceedings as ordered by the Supreme Court have been paid;
- (2) The respondent has complied with the order of suspension;
- (3) The respondent has complied with the continuing legal education requirements of Gov. Bar R. X;
- (4) No formal disciplinary proceedings are pending against the respondent;
- (5) The respondent has completed a term of probation, community control, intervention in lieu of conviction, or any sanction imposed as part of a sentence for a felony conviction.

Respondent submits that he is a proper person to be readmitted to the practice of law. He has satisfied all of the requisites for reinstatement and has a complete understanding of the wrongful nature of his misconduct and the impact that misconduct has had on his family, colleagues and clients. He deeply regrets the actions that led to his suspension. Since his suspension, he has worked to learn from his mistakes. He continues to address the underlying causes for his actions through psychological counseling and ongoing contact with OLAP, and is working with LegalBiz Success/CPN Legal so that,

upon his return to the practice of law, best-practices systems and controls are in place to ensure that his past mistakes are not repeated. He is also looking forward to working with his law practice monitor to gain his/her insight into the management of a solo-practice firm.

For these reason, Respondent respectfully requests that his application be granted and he be readmitted to the practice of law.

August 31, 2016

Respectfully submitted,

s/ Jean Geoppinger McCoy

David P. Kamp (0020665)
Jean Geoppinger McCoy (0046881)
WHITE, GETGEY & MEYER CO., L.P.A.
1700 Fourth & Vine Tower
One West Fourth Street
Cincinnati, Ohio 45202
dkamp@wgmlpa.com
jmccoy@wgmlpa.com
(513) 241-3685

Counsel for Respondent

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Application for Reinstatement was served upon:

Scott J. Drexel, Esq.
Disciplinary Counsel
Michelle R. Bowman, Esq.
Assistant Disciplinary Counsel
250 Civil Center Drive, Suite 325
Columbus, Ohio 43215
s.drexel@sc.ohio.gov
m.bowman@sc.ohio.gov

by electronic mail, this 31st day of August, 2016.

s/ Jean Geoppinger McCoy

Jean Geoppinger McCoy

EXHIBIT A

6. With Disciplinary Counsel's approval, I have been employed by Thomas Deye, Esq., Edward Roberts, Esq., Craig Newburger, Esq. and Roger Kirk, Esq. pursuant to Gov. Bar R. V(23). During that employment, I have refrained from direct client contact, except as provided in Gov. Bar R. V(23)(A)(1), and from receiving, disbursing or otherwise handling any client trust funds or property.

7. On June 14, 2016, the Court suspended me from the practice of law for a period of two years, with the second year stayed, on the conditions that I: (1) continue psychological counseling; (2) comply with my Ohio Lawyers Assistance Program contract dated June 22, 2012, as extended on February 20, 2015; (3) submit to law practice management counseling, including counseling on client trust accounts, as set forth in Exhibit 7 to the Consent to Discipline agreement; (4) serve a two-year period of monitored probation upon my reinstatement to the practice of law; and (5) refrain from any further misconduct. *Disciplinary Counsel v. Mahin*, 2016-Ohio-3336 (the "Order of Suspension"). I was given credit for time served under the interim felony suspension imposed on January 9, 2015.

8. Since my suspension, I have complied with the continuing legal education requirements of Gov. Bar R. X, § 13, as evidenced by the attached Continuing Legal Education Transcript, Personal Attendance Records and Certificates of Completion (collectively, Exhibit 1).

9. I have completed the term of community control imposed as part of my sentence for a felony conviction, and made full restitution.

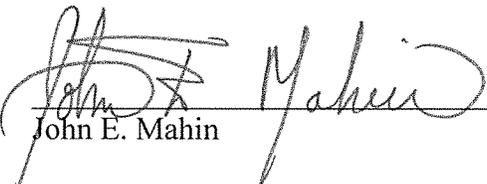
10. I timely paid the costs of this proceeding.

11. I have fully complied with the Order of Suspension. Specifically, I am continuing psychological counseling and am in compliance with my Ohio Lawyers Assistance Program contract dated June 22, 2012, as extended on February 20, 2015. I have signed a contract for, and begun law practice management counseling, including counseling on client trust accounts, as set forth in Exhibit 7 to the Consent to Discipline agreement. *See* Consulting Business Agreement (Exhibit 2). I will serve a two-year period of monitored probation upon my reinstatement to the practice of law with a monitor approved and appointed by Disciplinary Counsel. Potential monitors have been identified and are being contacted/vetted by Disciplinary Counsel. I have refrained from any further misconduct.

12. There are no disciplinary proceedings pending against me.

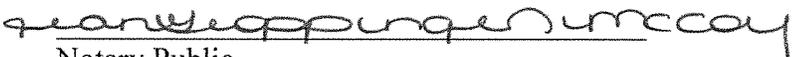
13. I have not filed any prior petitions for reinstatement.

FURTHER AFFIANT SAYETH NAUGHT.



John E. Mahin

Sworn to and subscribed before me, a Notary Public, this 31st day of August, 2016.



Notary Public



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

EXHIBIT 1

Biennium 1/1/2015 - 12/31/2016

[View Report](#)

1 of 1
100%
Find | Next

John Edward Mahin Attorney Number: 11253

Date	Type	Code	Name	Subst Hours	Ethics Hours	Prof Hours	Gen Hours	JFair Hours	APC	JPC	NGen Hours	NLOM Hours	NFund Hours	NProf Hours	Total Hours
7/27/2016	NEW	337032	Brown Bag Seminar: Defend Trade Secrets Act								1.00				1.00
1/1/2016	SSD	310808	Best Practices in Depositions				1.00								1.00
1/1/2016	SSD	319313	Computer Security for Today's Law Office				2.00								2.00
1/1/2016	SSD	319314	Hot Topics in Social Media Law				2.00								2.00
1/1/2016	SSD	319315	Cyber Threat Landscape - A Clear & Present Danger to Law Firms				1.00								1.00
1/1/2016	SSD	319316	Ethics of E-Discovery						1.00						1.00
1/1/2016	SSD	319317	IT 4 the JD				1.00								1.00
1/1/2016	SSD	319318	Reduction of Bias in the Legal Profession				1.00								1.00
1/1/2016	SSD	319319	Conflicts of Interest in the Practice of Law - Causes & Cures						1.00						1.00
1/1/2016	SSD	319321	Mastering Legal Malpractice Insurance				1.00								1.00
1/1/2016	SSD	319322	What Every Lawyer Should Know About Cyber Security				1.00								1.00
1/1/2016	SSD	319323	Ethics for Patent Attorneys & Patent Agents						1.00						1.00
3/1/2016	SSD	322251	Nuts-n-Bolts of Workers' Compensation				1.00								1.00
														Self Study Subtotal	14.00
														New Attorney Subtotal	1.00
														ADJUSTED SUBTOTAL	12.00

(MAXIMUM ALLOWABLE IN THIS PERIOD IS 12.00) (RULE X, SEC. 4 (A) (4), REG 409.2)

For Compliance Period 1/1/2015 Through 12/31/2016

I II III IV V
 Completed

	Current Requirement	Previous Carryover/Deficiency	Adjusted Requirement	Carry Forward or Deficiency as of 8/29/2016
New Atty General:	0.00	0.00	0.00	0.00
Total	0.00	3.50	0.00	0.00

Activity Type Key

- CLE Attendance
- JC Judicial College
- JCS Judicial College Self Study
- LS Law School
- NEW New Lawyer Training
- NJC National Judicial College
- NLS New Lawyer Self Study
- PBN Pro Bono Legal Services
- PUB Publication
- SKB Skills Based
- SSD Self Study

8/29/2016 3:15:05 PM

1 of 1

CERTIFICATE OF ATTENDANCE FOR OHIO CLE

MCLEZ.COM
Continuing Legal Education Online

Provider: **MCLEZ.COM**

Attendee Name: **John Mahin**

Title of Activity: **Computer Security for Todays Law Office**

Date of Completion: **07/21/2016**

Time of Completion: **3:12 PM**

Course ID: **319313**

TOTAL ONLINE CLE CREDIT HOURS: **2.0**

ETHICS CREDIT HOURS:

OHIO attorneys may only apply a maximum of twelve (12) approved self-study credits toward the required 24 credit MCLE requirement.

MCLEZ will report course attendance within 30 days of course completion

To Be Completed by the Attorney after Participation in the Above-Named Activity

By signing below, I certify that I participated in the activity described above and am entitled to claim the following online CLE credit hours

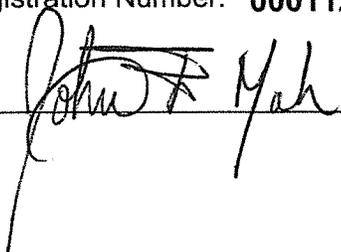
Total Online CLE Hours: **2.0**

Legal Ethics:

Attorney Name: **John Mahin**

Attorney Registration Number: **00011253**

Signature: _____



Ohio Metropolitan Bar Association Consortium

Certificate of Completion

John Mahin

810 Sycamore St
Cincinnati, OH 45202

License#: 00011253

has successfully completed the course:

Nuts-n-Bolts of Workers Compensation

Nuts-n-Bolts of Workers Compensation: Full Seminar

Date of Seminar: October 08, 2015

Sponsored By: Ohio Metropolitan Bar Association Consortium

Certified Completion on July 21, 2016 11:49 AM Eastern Time using Streaming technology

1.00 hour(s) of Total CLE Hours from Ohio Supreme Court
including 1.00 hour(s) of General from Ohio Supreme Court

Supreme Court Activity Code: 322251

CERTIFICATE OF ATTENDANCE FOR OHIO CLE

MCLEZ.COM
Continuing Legal Education Online

Provider: **MCLEZ.COM**

Attendee Name: **John Mahin**

Title of Activity: **Ethics for Patent Attorneys and Patent Agents**

Date of Completion: **07/22/2016**

Time of Completion: **11:31 AM**

Course ID: **319323**

TOTAL ONLINE CLE CREDIT HOURS: **1.0**

ETHICS CREDIT HOURS: **1.0**

OHIO attorneys may only apply a maximum of twelve (12) approved self-study credits toward the required 24 credit MCLE requirement.

MCLEZ will report course attendance within 30 days of course completion

To Be Completed by the Attorney after Participation in the Above-Named Activity

By signing below, I certify that I participated in the activity described above and am entitled to claim the following online CLE credit hours

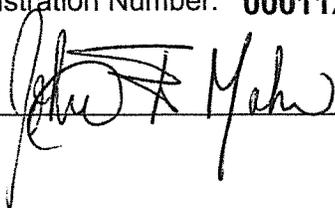
Total Online CLE Hours: **1.0**

Legal Ethics: **1.0**

Attorney Name: **John Mahin**

Attorney Registration Number: **00011253**

Signature: _____



CERTIFICATE OF ATTENDANCE FOR OHIO CLE

MCLEZ.COM
Continuing Legal Education Online

Provider: **MCLEZ.COM**

Attendee Name: **John Mahin**

Title of Activity: **Conflicts of Interest in the Practice of Law: Causes and Cures**

Date of Completion: **07/22/2016**

Time of Completion: **2:24 PM**

Course ID: **319319**

TOTAL ONLINE CLE CREDIT HOURS: **1.0**

ETHICS CREDIT HOURS: **1.0**

OHIO attorneys may only apply a maximum of twelve (12) approved self-study credits toward the required 24 credit MCLE requirement.

MCLEZ will report course attendance within 30 days of course completion

To Be Completed by the Attorney after Participation in the Above-Named Activity

By signing below, I certify that I participated in the activity described above and am entitled to claim the following online CLE credit hours

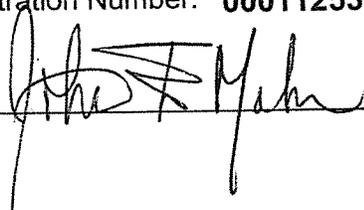
Total Online CLE Hours: **1.0**

Legal Ethics: **1.0**

Attorney Name: **John Mahin**

Attorney Registration Number: **00011253**

Signature: _____



CERTIFICATE OF ATTENDANCE FOR OHIO CLE

MCLEZ.COM
Continuing Legal Education Online

Provider: **MCLEZ.COM**

Attendee Name: **John Mahin**

Title of Activity: **Hot Topics in Social Media Law**

Date of Completion: **07/23/2016**

Time of Completion: **11:35 AM**

Course ID: **319314**

TOTAL ONLINE CLE CREDIT HOURS: **2.0**

ETHICS CREDIT HOURS:

**OHIO attorneys may only apply a maximum of twelve (12) approved self-study credits toward the required 24 credit MCLE requirement.
MCLEZ will report course attendance within 30 days of course completion**

To Be Completed by the Attorney after Participation in the Above-Named Activity

By signing below, I certify that I participated in the activity described above and am entitled to claim the following online CLE credit hours

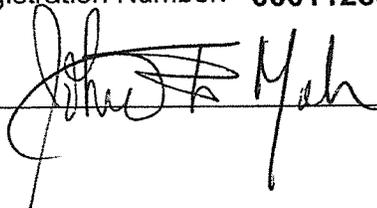
Total Online CLE Hours: **2.0**

Legal Ethics:

Attorney Name: **John Mahin**

Attorney Registration Number: **00011253**

Signature: _____



CERTIFICATE OF ATTENDANCE FOR OHIO CLE

MCLEZ.COM
Continuing Legal Education Online

Provider: **MCLEZ.COM**

Attendee Name: **John Mahin**

Title of Activity: **IT 4 The JD**

Date of Completion: **07/25/2016**

Time of Completion: **4:14 PM**

Course ID: **319317**

TOTAL ONLINE CLE CREDIT HOURS: **1.0**

ETHICS CREDIT HOURS:

OHIO attorneys may only apply a maximum of twelve (12) approved self-study credits toward the required 24 credit MCLE requirement.

MCLEZ will report course attendance within 30 days of course completion

To Be Completed by the Attorney after Participation in the Above-Named Activity

By signing below, I certify that I participated in the activity described above and am entitled to claim the following online CLE credit hours

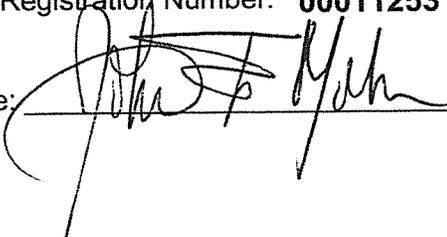
Total Online CLE Hours: **1.0**

Legal Ethics:

Attorney Name: **John Mahin**

Attorney Registration Number: **00011253**

Signature: _____



CERTIFICATE OF ATTENDANCE FOR OHIO CLE

MCLEZ.COM
Continuing Legal Education Online

Provider: **MCLEZ.COM**

Attendee Name: **John Mahin**

Title of Activity: **Mastering Legal Malpractice Insurance**

Date of Completion: **07/26/2016**

Time of Completion: **2:07 PM**

Course ID: **319321**

TOTAL ONLINE CLE CREDIT HOURS: **1.0**

ETHICS CREDIT HOURS:

OHIO attorneys may only apply a maximum of twelve (12) approved self-study credits toward the required 24 credit MCLE requirement.

MCLEZ will report course attendance within 30 days of course completion

To Be Completed by the Attorney after Participation in the Above-Named Activity

By signing below, I certify that I participated in the activity described above and am entitled to claim the following online CLE credit hours

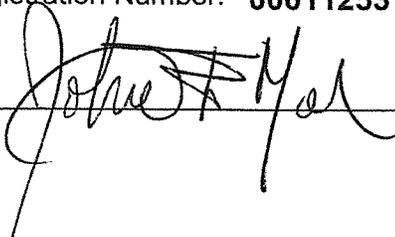
Total Online CLE Hours: **1.0**

Legal Ethics:

Attorney Name: **John Mahin**

Attorney Registration Number: **00011253**

Signature: _____



CERTIFICATE OF ATTENDANCE FOR OHIO CLE

MCLEZ.COM
Continuing Legal Education Online

Provider: **MCLEZ.COM**

Attendee Name: **John Mahin**

Title of Activity: **The Cyber Threat Landscape: A Clear and Present Danger to La**

Date of Completion: **07/26/2016**

Time of Completion: **4:02 PM**

Course ID: **319315**

TOTAL ONLINE CLE CREDIT HOURS: **1.0**

ETHICS CREDIT HOURS:

OHIO attorneys may only apply a maximum of twelve (12) approved self-study credits toward the required 24 credit MCLE requirement.

MCLEZ will report course attendance within 30 days of course completion

To Be Completed by the Attorney after Participation in the Above-Named Activity

By signing below, I certify that I participated in the activity described above and am entitled to claim the following online CLE credit hours

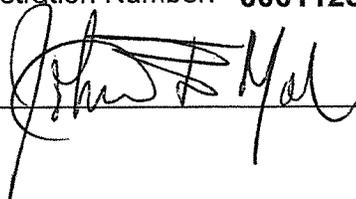
Total Online CLE Hours: **1.0**

Legal Ethics:

Attorney Name: **John Mahin**

Attorney Registration Number: **00011253**

Signature: _____



CERTIFICATE OF ATTENDANCE FOR OHIO CLE

MCLEZ.COM
Continuing Legal Education Online

Provider: **MCLEZ.COM**

Attendee Name: **John Mahin**

Title of Activity: **The Ethics of E Discovery**

Date of Completion: **07/27/2016**

Time of Completion: **11:09 AM**

Course ID: **319316**

TOTAL ONLINE CLE CREDIT HOURS: **1.0**

ETHICS CREDIT HOURS: **1.0**

**OHIO attorneys may only apply a maximum of twelve (12) approved self-study credits toward the required 24 credit MCLE requirement.
MCLEZ will report course attendance within 30 days of course completion**

To Be Completed by the Attorney after Participation in the Above-Named Activity

By signing below, I certify that I participated in the activity described above and am entitled to claim the following online CLE credit hours

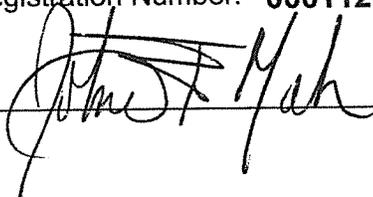
Total Online CLE Hours: **1.0**

Legal Ethics: **1.0**

Attorney Name: **John Mahin**

Attorney Registration Number: **00011253**

Signature: _____





Cincinnati Bar
ASSOCIATION

**Personal Attendance
Record**

July 27, 2016
Brown Bag Seminar:
Defend Trade Secrets Act

Credit Available: 1.0 Hour Total CLE Credit

Credit Earned: 1.0 Total

**Credit
Submitted for:**

Ohio / Activity Number: 337032

Kentucky / Activity Number: 169302

Indiana / Activity Number: 205846

Credit also submitted for John Mahin

Please Keep This Form For Your Records

CERTIFICATE OF ATTENDANCE FOR OHIO CLE

MCLEZ.COM
Continuing Legal Education Online

Provider: **MCLEZ.COM**

Attendee Name: **John Mahin**

Title of Activity: **The Reduction of Bias in the Legal Profession**

Date of Completion: **07/29/2016**

Time of Completion: **10:43 AM**

Course ID: **319318**

TOTAL ONLINE CLE CREDIT HOURS: **1.0**

ETHICS CREDIT HOURS:

OHIO attorneys may only apply a maximum of twelve (12) approved self-study credits toward the required 24 credit MCLE requirement.

MCLEZ will report course attendance within 30 days of course completion

To Be Completed by the Attorney after Participation in the Above-Named Activity

By signing below, I certify that I participated in the activity described above and am entitled to claim the following online CLE credit hours

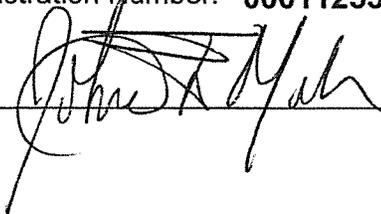
Total Online CLE Hours: **1.0**

Legal Ethics:

Attorney Name: **John Mahin**

Attorney Registration Number: **00011253**

Signature: _____



CERTIFICATE OF ATTENDANCE FOR OHIO CLE

MCLEZ.COM
Continuing Legal Education Online

Provider: **MCLEZ.COM**

Attendee Name: **John Mahin**

Title of Activity: **What Every Lawyer Should Know About Cyber Security**

Date of Completion: **07/29/2016**

Time of Completion: **2:30 PM**

Course ID: **319322**

TOTAL ONLINE CLE CREDIT HOURS: **1.0**

ETHICS CREDIT HOURS:

**OHIO attorneys may only apply a maximum of twelve (12) approved self-study credits toward the required 24 credit MCLE requirement.
MCLEZ will report course attendance within 30 days of course completion**

To Be Completed by the Attorney after Participation in the Above-Named Activity

By signing below, I certify that I participated in the activity described above and am entitled to claim the following online CLE credit hours

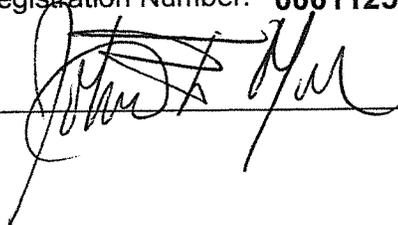
Total Online CLE Hours: **1.0**

Legal Ethics:

Attorney Name: **John Mahin**

Attorney Registration Number: **00011253**

Signature: _____



Ohio Metropolitan Bar Association Consortium

Certificate of Completion

John Mahin

810 Sycamore St
Cincinnati, OH 45202

License#: 0011253

has successfully completed the course:

Best Practices in Depositions

Best Practices in Depositions: Full Seminar

Date of Seminar: September 06, 2013

Sponsored By: Ohio Metropolitan Bar Association Consortium

Certified Completion on July 30, 2016 10:35 AM Eastern Time using Streaming technology

1.00 hour(s) of Total CLE Hours from Ohio Supreme Court
including 1.00 hour(s) of General from Ohio Supreme Court

Supreme Court Activity Code: 310808

Ohio Metropolitan Bar Association Consortium

Certificate of Completion

John Mahin

810 Sycamore St
Cincinnati, OH 45202

License#: 0011253

has successfully completed the course:

Workers' Compensation

Workers' Compensation: Full Seminar
Date of Seminar: April 22, 2015

Sponsored By: Ohio Metropolitan Bar Association Consortium

Certified Completion on August 1, 2016 4:28 PM Eastern Time using Streaming technology

1.00 hour(s) of Including General from Ohio Supreme Court

1.00 hour(s) of Total CLE Hours from Ohio Supreme Court

Supreme Court Activity Code: 310866

Ohio Metropolitan Bar Association Consortium

Certificate of Completion

John Mahin

810 Sycamore St
Cincinnati, OH 45202

License#: 0011253

has successfully completed the course:

Nuts-n-Bolts of Bankruptcy

Nuts-n-Bolts of Bankruptcy: Full Seminar

Date of Seminar: December 18, 2015

Sponsored By: Ohio Metropolitan Bar Association Consortium

Certified Completion on August 3, 2016 10:46 AM Eastern Time using Streaming technology

3.00 hour(s) of Including General from Ohio Supreme Court

3.00 hour(s) of Total CLE Hours from Ohio Supreme Court

Supreme Court Activity Code: 323266

Ohio Metropolitan Bar Association Consortium

Certificate of Completion

John Mahin

810 Sycamore St
Cincinnati, OH 45202

License#: 00011253

has successfully completed the course:

Arbitration, Mediation & Negotiation of Physician Disputes

Arbitration, Mediation & Negotiation of Physician Disputes: Full Seminar

Date of Seminar: June 23, 2015

Sponsored By: Ohio Metropolitan Bar Association Consortium

Certified Completion on August 30, 2016 10:40 AM Eastern Time using Streaming technology

1.00 hour(s) of Including General from Ohio Supreme Court

1.00 hour(s) of Total CLE Hours from Ohio Supreme Court

Supreme Court Activity Code: 327814

Ohio Metropolitan Bar Association Consortium

Certificate of Completion

John Mahin

810 Sycamore St
Cincinnati, OH 45202

License#: 00011253

has successfully completed the course:

Let's Get Real: Social Media: Common Sense

Let's Get Real: Social Media: Common Sense: Full Seminar

Date of Seminar: November 17, 2015

Sponsored By: Ohio Metropolitan Bar Association Consortium

Certified Completion on August 31, 2016 10:37 AM Eastern Time using Streaming technology

1.00 hour(s) of Including Professional Conduct from Ohio Supreme Court

1.00 hour(s) of Total CLE Hours from Ohio Supreme Court

Supreme Court Activity Code: 334730

EXHIBIT 2



CPN Legal
9624 Cincinnati Columbus Rd Suite 102
Cincinnati OH 45241
www.cpn-legal.com
(513) 315-5750

Consulting Business Agreement

This Business Agreement ("Agreement") is made and effective this 16th day of August, 2016, by and between John F. Mahin ("Client") and CPN2, LLC CPN Legal an independent consulting company hereafter referred to as "CPNLEGAL."

In consideration of the covenants and conditions hereinafter set forth, Client and CPNLEGAL agree as follows:

1. Engagement

Client hereby engages CPNLEGAL, and CPNLEGAL accepts engagement to perform the following checked services in accordance with Client's instructions as provided to CPNLEGAL, orally or in writing, from time to time. See Exhibit A for details of this engagement.

Practice Management – this service includes consulting services by CPNLEGAL to Client to advise Client with regard to technology and processes aimed at practice management improvements.

Setup of Amicus Cloud for law practice management software

Accounting/Bookkeeping Services – this service includes setting up and providing accounting services for Client as set forth in a separate scope of services agreement between CPNLEGAL and Client.

Further description of the services and pricing to be provided by CPNLEGAL to Client are described in the attached Exhibit A.

2. Place of Work

CPNLEGAL shall render services primarily at CPNLEGAL's home offices, but may provide the services at Client's offices or such other places as reasonably required for the proper performance of the requested services.

3. Time

CPNLEGAL's daily schedule and hours worked under this Agreement on a given day shall generally be subject to CPNLEGAL's discretion and if applicable will be performed in accordance with any specific directives that may be provided by Client.

4. Payment

CPNLEGAL shall provide invoices to Client once each month, including, when required, detailed time keeping by CPNLEGAL. Payment is due upon receipt of each invoice by Client to CPNLEGAL. Client agrees to pay CPNLEGAL according to the rates and retainers agreed upon between the parties and set forth in the attached Exhibit A, at the time this Agreement is signed.

A. If payment of invoices is not current, CPNLEGAL may suspend performing further work.

5. Term and Termination

The Agreement may be terminated by either party upon written notice without cause and without further obligation to CPNLEGAL except for payment due for services prior to date of such termination.

6. Confidentiality

CPNLEGAL recognizes and acknowledges that the Client possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of the Client relating to its products, processes, services technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character. Confidential information shall not include any information that:

A. is disclosed by Client to third parties generally without restriction;

B. becomes publicly available through no act of CPNLEGAL;

C. is rightfully received by CPNLEGAL from a third party.

CPNLEGAL agrees that all of the confidential information is and shall continue to be the exclusive property of the Client, whether or not prepared in whole or in part by CPNLEGAL and whether or not disclosed to or entrusted to CPNLEGAL's custody. CPNLEGAL agrees that CPNLEGAL shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of the Client.

8. Return of Materials

CPNLEGAL agrees that upon termination of this Agreement, CPNLEGAL will return to the Client all drawings, blueprints, notes, memoranda, specifications, designs, writings, software, devices, documents and any other



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material containing or disclosing any confidential or proprietary information of the Client. CPNLEGAL will not retain any such materials.

9. Independent Contractor

CPNLEGAL is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent of Client. CPNLEGAL shall not be entitled to nor receive any benefit normally provided to Client's employees such as, but not limited to, vacation payment, retirement, health care or sick pay. Client shall not be responsible for withholding income or other taxes from the payments made to CPNLEGAL. CPNLEGAL shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to CPNLEGAL pursuant to this Agreement.

10. Subcontractor

CPNLEGAL reserves the right to use subcontractors or delegate work among the CPNLEGAL staff if it is of benefit to the Client, and shall be done at CPNLEGAL's discretion. Work may be delegated based on current workload or to maximize on staffing competencies.

11. Tools and Supplies

Unless otherwise agreed to by Client in advance, CPNLEGAL shall be solely responsible for procuring, paying for and maintaining any computer equipment, software, paper, tools or supplies necessary or appropriate for the performance of CPNLEGAL's services hereunder.

12. Inherent Risks

There are some inherent risks when using computers and remote access programs, such as viruses, data loss or corruption, system crashes, etc. CPNLEGAL is not responsible for any damages that are incurred as a result of these inherent risks, the effects of which are beyond CPNLEGAL's control.

13. Other Activities

CPNLEGAL is free to engage in other independent contracting activities, provided that CPNLEGAL does not engage in any such activities which are inconsistent with or in conflict with any provisions hereof, or that so occupy CPNLEGAL's attention as to interfere with the proper and efficient performance of CPNLEGAL's services thereunder.

14. Indemnifications

Client agrees to hold harmless, indemnify and defend CPNLEGAL, its officers, directors, employees, agents, parents and subsidiaries and affiliated companies, from any and all claims, causes of action, losses, damages, fines, penalties, suits, judgments or settlements made against CPNLEGAL and liability of every kind caused by, arising out of, or related, directly or indirectly, to (a) any work performed by Client; (b) any breach or alleged breach of the Agreement by Client; (c) any act or omission of Client that results in bodily injury or death, any injury or destruction to property or any loss of use resulting therefrom, or any violation of any Law by Client.

CPNLEGAL agrees to hold harmless, indemnify and defend Client, its officers, directors, employees, agents, parents and subsidiaries and affiliated companies, from any and all claims, causes of action, losses, damages, fines, penalties, suits, judgments or settlements made against CPNLEGAL and liability of every kind caused by, arising out of, or related, directly or indirectly, to (a) any work performed by CPNLEGAL; (b) any breach or alleged breach of the Agreement by CPNLEGAL; (c) any act or omission of CPNLEGAL that results in bodily injury or death, any injury or destruction to property or any loss of use resulting therefrom, or any violation of any Law by CPNLEGAL.

15. Miscellaneous

a. Entire Agreement

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

b. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

c. Controlling Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and any lawsuit to enforce the terms of this Agreement shall be brought in the Court of Common Pleas, Hamilton County, Ohio.



EXHIBIT A

Description of services provided by CPN Legal

The services included within this agreement, include but not limited to:

Projects:

1. Confirm your business entity setup with the State of Ohio
 - a. Setup your Ohio Business Gateway account for paying taxes
 - b. Work with and Setup with your accountant

Hourly rate for this work is \$120/hr

2. Setup your firm in QuickBooks
 - a. We will host your QuickBooks desktop (not QuickBooks online) on our server vs. buying/paying and managing your own version
 - b. In QuickBooks, create a legal specific set of chart of accounts and basic reports
 - c. Create a budget and projections for profitability
 - d. Discuss workflows for the following and setup QuickBooks for these:
 - i. Setting up debit cards and writing checks
 - ii. Paying expenses
 - iii. Paying client advanced costs and properly tracking for settlement reimbursement
 - iv. Recording client payments
 - v. Trust transactions and flow of funds
 - vi. Reconciling bank accounts and if applicable, credit card statements
 - e. Get access to your online bank accounts (view only) to download transactions and monthly statements for reconciling
 - f. Perform monthly reconciliations and Trust 3-way match

Hourly rate for this work is \$120/hr - estimated 8 - 10 hrs depending on amount, if any, data to be converted and entered.

3. Setup your law practice management software
 - a. Proper conflict checking
 - b. Develop client intake forms
 - c. Contacts and clients
 - d. Matter management
 - i. Docketing/court dates and deadlines
 - ii. Calendaring
 - iii. Time and expense entries
 - iv. Billing/Invoicing
 - v. Client Payments and settlements
 - vi. Trust transactions
 - e. Manage your tasks and deadlines
 - f. Statute of Limitations management



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g. Link Amicus to your QuickBooks

Product: Amicus Cloud \$49/mn. I really feel this will be the best fit for you and will feel somewhat familiar to you having worked in a larger firm. You will have access to your law firm from any device (phone, iPad, Desktop PC and your laptop)

Product: Microsoft Exchange for Outlook: \$12/mn Needed for the Amicus email, calendar and contact integration

Setup and training billed at \$90 - \$100/hr:

Adding data to Amicus – existing clients and matters/files and other related contacts
Setting up Amicus for use in your firm

Ongoing out-sourced virtual paralegal services billed at \$90/hr (this works very well with cloud-based law firm setup; less costly and very efficient)

4. Document storage – Cloud based solution (**DropBox \$15/mn**)

- a. Securely stored and backed up in the cloud and meets all the ethical requirements you have to adhere to
- b. Integrate with Amicus so all of your client files are stored with the matters for easy access on any device
- c. Establish processes for scanning and saving documents and train
 - i. Purchase this scanner – (it will change you life and if you don't like it I will buy it back)
https://www.amazon.com/Fujitsu-PA03656-B005-Image-Scanner-ScanSnap/dp/B00ATZ9QMO/ref=sr_1_1?s=electronics&ie=UTF8&qid=1467081929&sr=1-1&keywords=scansnap

Onsite, scan and save in DropBox all existing client files and link documents to Amicus - billed at \$90/hr

5. Marketing projects – **billed at \$100/hr**

- a. Build your LinkedIn profile (\$250)
- b. Decide on a website option
 - i. Assist with the due diligence and creating content/oversee setup
- c. Look at other online directories to get listed in to push down the bad stuff
 - i. Justia
 - ii. FindLaw
 - iii. Manta
 - iv. Lawyers.com
 - v. Many other free ones

Other ongoing services we can provide at rates of \$90 - \$120/hr:

- 1. Help you find an accountant to fit your budget who is also familiar with law firm businesses
- 2. Monthly bank account reconciliations
- 3. Quarterly bookkeeping services
 - d. Pay any quarterly taxes that may be due
- 4. Yearly bookkeeping services
 - a. Prepare and send 1099s
 - b. Work with accountant in preparation of filing taxes



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Other Costs

Please note that the above fee structure does not include technology vendor fees (including, but not limited to, licensing fees and data migration fees), costs associated with retaining other outside vendors, including, but not limited to, paralegal services, and/or expenses incurred for marketing, hardware or other firm overhead expenses. Those costs are the responsibility of the client. Depending upon the relationship that CPNLEGAL has with particular vendors, and if elected by the client, consolidated invoicing for services is an option through CPNLEGAL.

CPNLEGAL Initials:

Date: 08 / 16 / 2016

John Mahin Initials:

Date: 08/16/2016