

# Supreme Court of Kentucky

2021-SC-0525-KB

ALLISON COFFEEN MOHON

MOVANT

IN SUPREME COURT

V.

KENTUCKY BAR ASSOCIATION

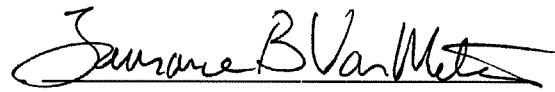
RESPONDENT

## ORDER

Having considered Respondent's motion to require Movant to show cause why this Court should not impose the one hundred and twenty-one (121) day probated portion of her suspension for violating a term of her suspension imposed by this Court in *Mohon v. Kentucky Bar Association*, 638 S.W.3d 417 (Ky. 2022), the response, and being otherwise sufficiently advised, the Court ORDERS that the motion be, and it is hereby, DENIED. It is further ORDERED that the remaining 121-day probated portion of Movant's suspension be hereby IMPOSED retroactive to April 1, 2022.

All sitting. All concur.

ENTERED: JUNE 15, 2023.

  
CHIEF JUSTICE

# Supreme Court of Kentucky

2021-SC-0525-KB

ALLISON COFFEEN MOHON

MOVANT

V.

IN SUPREME COURT

KENTUCKY BAR ASSOCIATION

RESPONDENT

## **OPINION AND ORDER**

Pursuant to SCR<sup>1</sup> 3.480(2), Allison Coffeen Mohon moves this Court to enter an Order resolving the pending disciplinary proceeding against her by imposing a 181-day suspension from the practice of law, with 60 days to serve, and the remaining 121 days probated for 2 years, subject to conditions. The conditions include Mohon making a refund or partial refund to two former clients; attending the Office of Bar Counsel’s Trust Account Management Program; opening an escrow account with a financial institution that reports overdrafts to the Kentucky Bar Association (“KBA”); and providing quarterly reports to the Office of Bar Counsel during the period of probation listing open and closed escrow accounts in Mohon’s or her firm’s name, and her current employees. Mohon’s motion is the result of her negotiated agreement with the

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<sup>1</sup> Kentucky Rules of the Supreme Court.

KBA. Finding the consensual disciplinary sanction to be appropriate under the facts of this case, we grant Mohon's motion.

Mohon was admitted to practice law in Kentucky on April 30, 2010. Her bar roster address is 106 Orchard Street, Hopkinsville, Kentucky 42241. Mohon opened her own practice in 2011 and has operated as a solo practitioner since that time. The disciplinary proceeding at issue arises out of Mohon's admitted violations of the Rules of Professional Conduct as charged in KBA Files 18-DIS-0150, 18-DIS-0216, 18-DIS-0284, 18-DIS-0315, and 18-DIS-0334.

**KBA FILE 18-DIS-0150**

Esther Kendall hired Mohon to represent her in a divorce and custody matter. Kendall's sister paid Mohon \$1,500 by credit card on February 27, 2018. Mohon did not have a written fee agreement with Kendall. Mohon prepared a Petition for Dissolution which she filed in April 2018. Communications between Kendall and Mohon deteriorated and in May 2018, Kendall sent a text message terminating the attorney-client relationship and requesting a refund.

Mohon filed a Motion to Withdraw in Christian Circuit Court in October 2018. Mohon refused to refund the unearned portion of the fee due to the time she invested in the case and because she believed Kendall was dishonest regarding pending criminal charges. At the time she was hired by Kendall, Mohon maintained an account with Planter's Bank, account number XXXXX0569, named "ALLISON COFFEEN-MOHON DBA MOHON

LAW" (hereinafter "Account 0569"). This account was a business checking account with a linked debit card. Mohon deposited the advance fee payment made on Ms. Kendall's behalf into Account 0569. On March 5, 2018, after Mohon was hired but before she filed the Petition for Dissolution, the balance in Account 0569 was -\$634.51. When Mohon filed the petition on April 12, 2018, she paid the \$190.19 filing fee by check drawn on Account 0569. The funds in Account 0569 were used to make personal payments to various entities including, but not limited to, Amazon, gas stations, Netflix, iTunes, and restaurants. Funds were also withdrawn via ATM.

The Inquiry Commission filed a three-count Charge in July 2019. Count I alleged Mohon commingled client and personal funds in violation of SCR 3.130(1.15)(a):

A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property. Funds shall be kept in a separate account maintained in the state where the lawyer's office is situated, or elsewhere with the consent of the client, third person, or both in the event of a claim by each to the property. The separate account referred to in the preceding sentence shall be maintained in a bank which has agreed to notify the Kentucky Bar Association in the event that any overdraft occurs in the account. Other property shall be identified as such and appropriately safeguarded. Complete records of such account funds and other property shall be kept by the lawyer and shall be preserved for a period of five years after termination of the representation.

Count II alleged Mohon failed to deposit the legal fees paid in advance into a trust account in violation of SCR 3.130(1.15)(e): "Except for advance fees as provided in 1.5(f), a lawyer shall deposit into a client trust account legal fees

and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred.”

Count III alleged Mohon failed to refund the unearned portion of the advance fee payment made on behalf of Ms. Kendall in violation of SCR 3.130(1.16)(d): “Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests such as ... refunding any advance payment of fee or expense that has not been earned or incurred.”

Mohon admits she engaged in the conduct alleged in the Charge. She further admits her conduct violated SCR 3.130(1.15)(a), (1.15)(e), and (1.16)(d). She requests the Court enter an Order finding her guilty of those violations.

**KBA FILE 18-DIS-0216**

On April 23, 2018, Michael Cooper contacted Mohon’s office seeking assistance for his daughter, Katie Breedlove, who wanted to file for divorce. Breedlove came to Mohon's office the same day, signed documents, and paid Mohon \$1,000 using Mr. Cooper's credit card. Breedlove’s husband filed a Petition for Dissolution of Marriage in Webster County, Kentucky on April 30, 2018. The following day, Mohon filed a Petition for Dissolution of Marriage on behalf of Breedlove in Christian County.

On May 4, 2018, Cooper paid Mohon an additional \$50 for a private process server. On May 8, he paid Mohon an additional \$1,000 to prepare an emergency *ex parte* motion for custody. Mohon prepared the emergency

motion and Breedlove signed an affidavit in support of the motion on May 9, 2018. The emergency motion, however, was not filed. Mohon filed a Motion for Temporary Custody on May 23 in the Christian County case. The next day, May 24, Mohon filed a Motion to Withdraw. The motion stated:

As grounds for this motion the undersigned states that Katie Sachs Breedlove has not been completely forthcoming with facts as they exist and that this attorney was not aware until as recent as last week that Christian County is not the correct venue for filing this action and that there actually is a case filed in Webster County that was filed by the respondent on April 30, 2018, prior to petitioner filing this action. Todd County, Kentucky, would have been the proper venue for filing this case, and the undersigned does not practice in Webster County because of the traveling distance involved and this attorney cannot effectively represent a client who withholds facts.

Mohon met with Cooper, his wife, and Breedlove on May 29, 2018. She turned the file over to them and explained they would not receive a refund. Mohon believed the Coopers and Breedlove terminated the representation; Mohon's answer to the KBA Charges acknowledges they would testify that she ended the representation. In June 2018, Cooper disputed with his credit card company the \$1,000 payment made on May 8, 2018. The dispute was resolved in his favor, with the charges reversed. As a result, by August 2018, Mohon had been paid a total of \$1,200 for the matter.

During the period of her representation of Breedlove, Mohon deposited the advance fee payments made on Breedlove's behalf into Account 0569. An electronic credit described as "Merchant Service Merch Dep," was made on April 24, 2018 in the amount of \$1,000, the day after

Cooper's payment of the same amount by credit card. Mohon paid the \$178 filing fee for the Petition for Dissolution by check drawn on Account 0569. The second \$1,000 payment from Cooper made May 8 was deposited into Account 0569. During this time period, the account was overdrawn on at least two occasions. As previously noted, funds in Account 0569 were used to make personal payments to various entities including, but not limited to: Amazon, gas stations, Netflix, iTunes, and restaurants. Funds were also withdrawn via ATM.

The Inquiry Commission filed a three-count Charge on July 30, 2019. Count I alleged Mohon violated SCR 3.130(1.6)(a): "A lawyer shall not reveal information relating to the representation of a client unless the client gives informed consent, the disclosure is impliedly authorized in order to carry out the representation or the disclosure is permitted by paragraph (b)." The Inquiry Commission alleged Mohon violated Rule 1.6(a) when she revealed information related to the representation of a client in the May 24, 2018 Motion to Withdraw filed in Christian Circuit Court.

Count II of the Charge alleged Mohon violated SCR 3.130(1.15)(a) when she failed to deposit the advance fee payment into an account separate from her own property and by overdrawing the account into which the funds were deposited. The Rule states, in part, "A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property."

Count III alleged Mohon's failure to deposit the fees into a client trust account violated SCR 3.130(1.15)(e): "Except for advance fees as provided in 1.5(f), a lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred."

Mohon admits she engaged in the conduct alleged in the Charge in KBA File 18-DIS-0216. She further admits her conduct violated SCR 3.130(1.6)(a), (1.15)(a), and (1.5)(e). She requests the Court enter an Order finding her guilty of those violations.

**KBA FILE 18-DIS-0284**

Brittany Mueller-Mabry hired Mohon to represent her and her husband, Joseph Mabry, in Lyon District Court. Mueller-Mabry and her husband, Florida residents, were stopped by police and cited for Possession of Marijuana and Possession of Drug Paraphernalia on August 17, 2018. The following day, Mueller-Mabry paid Mohon \$1,500 through PayPal. At the time, Mohon utilized a program called "mycase" to communicate online with clients. And, on August 19, Mohon or her staff uploaded a document to mycase titled, "Attorney/Client Contract (Misdemeanor Criminal)." Mueller-Mabry did not sign the contract because her name was spelled incorrectly.

The Charge alleged that Mohon did not provide an updated version of the contract to her client prior to termination of the representation on August 31, 2019. Mohon intended for the client to receive an updated

contract but acknowledges Mueller-Mabry would testify that she did not receive an updated version. Mohon entered an appearance in the case of *Commonwealth v. Brittany Mueller-Mabry* on August 29, 2018 but failed to enter an appearance in Mueller-Mabry's spouse's matter.

The Charge alleged Mohon and her clients had difficulties communicating with each other, including allegations that Mohon filed an Agreed Order seeking to reschedule Mueller-Mabry's court date but failed to communicate with Mueller-Mabry before changing the date. The Charge also alleged Mohon did not provide Mueller-Mabry with the new date before the representation was terminated. Mohon acknowledges Mueller-Mabry would testify regarding communication difficulties, but states that she never intended not to communicate with her client and worked to the best of her ability to keep the client informed.

Mueller-Mabry terminated the representation by text message on August 31, 2018. At that time, arraignment on the charges had not taken place. Following the termination, Mohon filed a Notice of Withdrawal on September 10. The notice misspelled Mueller-Mabry's first name. Mohon prepared a letter and invoice on or around September 11, claiming she earned \$1,600 in the representation. The invoice identified the case as "Representation DUI," and contained undated entries including: 2 hours for gathering clients' citation, entering information into mycase database, and preparing and uploading contracts for representation; 1.5 hours for drafting entries of appearance and delivering them to the County Attorney and

the Lyon County Clerk; and 2 hours to prepare two agreed orders to move the court date and hand deliver the orders to the Lyon County Attorney office.

Mohon did not deposit the \$1,500 fee into a client trust account. Mohon did not return any portion of the fee following termination of representation.

The Attorney/Client Contract was six, unnumbered pages long.

Paragraph 14 of the Contract stated:

MOHON LAW will provide client with file materials when deemed necessary. MOHON LAW follows a policy of not mailing clients everything that occurs in a file in the belief that clients are best served by not being reminded of the case or litigation by the receipt of every single document. If client wishes to receive copies of everything, they may do so by notifying MOHON LAW in writing of the desire for copies of all materials.

In September 2019, the Inquiry Commission filed a six-count Charge.

Count I alleged Mohon failed to consult with her client before rescheduling the initial court appearance in Lyon District Court in violation of SCR

3.130(1.4)(a)(2) which states, "A lawyer shall . . . reasonably consult with the client about the means by which the client's objectives are to be accomplished."

Count II alleged Mohon charged and collected an unreasonable fee of \$1,500 between August 19, 2018 and August 31, 2018 in violation of SCR 3.130(1.5)(a): "A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses."

Count III alleged Mohon violated SCR 3.130(1.15)(a) when she accepted a \$1,500 fee via PayPal and deposited the funds into a non-interest-bearing account used for personal and business expenses. The Rule states,

in part, “A lawyer shall hold property of clients or third persons that is in a lawyer’s possession in connection with a representation separate from the lawyer’s own property.”

Count IV alleged Mohon's failure to deposit the fee into a client trust account also violated SCR 3.130(1.15)(e): “Except for advance fees as provided in 1.5(f), a lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred.”

Count V alleged Mohon failed to return the unearned portion of the fee following termination of the representation on August 31, 2018 in violation of SCR 3.130(1.16)(d). The Rule states, in part, “Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred.”

The sixth count of the Charge, erroneously labeled as a second Count V, alleged a violation of SCR 3.130(8.4)(a): “It is professional misconduct for a lawyer to . . . violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.” The Inquiry Commission alleged Mohon violated the Rule when she attempted to violate her obligation under SCR 3.130(1.4) to communicate with her client by including language in the fee agreement

stating her office will not provide copies of documents to the client absent a separate, written request from the client.

Mohon admits she engaged in the conduct alleged in the Charge in KBA File 18-DIS-0284. She further admits her conduct violated SCR 3.130(1.4)(a)(2), (1.5)(a), (1.15)(a), (1.15)(e), (1.16)(d), and (8.4)(a). She requests the Court enter an Order finding her guilty of those violations. Restitution to Mueller-Mabry is unnecessary as she successfully disputed the charge through her bank in 2018.

#### **KBA FILE 18-DIS-0315**

Ashley and Kevin Canada hired Mohon in August 2017 to file a civil action against their former tenant. At the time, they lived in South Carolina while the former tenant was in Kentucky. The Canadas paid Mohon approximately \$4,500 between August 18, 2017 and December 6, 2017.

During the relevant time period, Mohon deposited the Canadas' payments into Account 0569. During this time period, the account was overdrawn on occasion. During September 2017, Mohon made numerous payments of a personal nature from Account 0569 and withdrew over \$3,000 through ATMs.

Ashley Canada had difficulty communicating with Mohon and terminated the representation by text message on March 16, 2018. She also requested a full refund. At the time the representation was terminated, Mohon had not made a demand on the opposing party or filed a lawsuit. Mohon responded to the refund request, stating that she performed work on the case.

Mrs. Canada requested an itemized statement. Mohon had difficulty accounting for the Canadas' payments and stated an employee, Cecilia, was fired for stealing money. On April 12, 2018, Mohon provided, by text message, a photograph of a document titled "Statement of time spent." The document listed tasks totaling 7.5 hours. The Statement did not contain dates or include the payments made by the Canadas. Based on the hours listed in the Statement, Mohon or her employee offered to refund \$3,600.

Mrs. Canada requested a refund throughout April, May, and June of 2018. On May 29, 2018, in a text message, Mohon disclosed that the payments she received from the Canadas were not deposited into a client trust account. On June 22, 2018, Mrs. Canada visited Mohon's office while in Kentucky completing the family's cross-county move to Hawaii. Mohon refused to talk to Mrs. Canada and left. Mrs. Canada discovered Cecilia, the allegedly fired employee, was working in Mohon's office. The Canadas continued making requests for a refund in July, August, September, and October 2018. On October 19, 2018, Mohon's employee, Cecilia, informed Mrs. Canada that half of the refund was mailed on October 18, 2018 and the other half would follow on November 1, 2018. The Canadas did not receive the refund and filed a bar complaint in November 2018.

On November 26, 2018, Cecilia sent Mrs. Canada a text stating, "We will have your money in full within 20 days mrs mohon [sic] was in a bad reek [sic] and pregnant and she has not been working can you take the bar complaint if you are paid in full Plz." She then added, "Back." The text

included a screen shot of an envelope addressed to “Mr. Canada.” The address was not the one the Canadas had given Mohon. Cecilia claimed the envelope was mailed and returned to the office. Cecilia also stated via text, “All 5000 and when you get it can you withdraw the bar complaint let me know.”

On November 29, 2018, Mohon texted Mrs. Canada stating she would refund the full amount but did not want to mail a check to Hawaii. Mrs. Canada attempted to call Mohon the same day, but the call went to voicemail. On December 3, 2018, Mohon texted Mrs. Canada stating she had withdrawn funds from an investment account, deposited them into her operating account, and was waiting for the money to become available. On or around December 5, 2018, Mohon sent a letter to Mr. and Mrs. Canada and enclosed a check for \$2,500. In the letter, Mohon claimed she did not have proof that Mr. and Mrs. Canada paid more than \$3,000. When Mr. Canada attempted to deposit the check, the bank informed him Mohon’s account did not have sufficient funds to cover the check.

The Inquiry Commission filed a six-count Charge on September 10, 2019. Count I alleged Mohon failed to provide legal services to her client and violated SCR 3.130(1.3): “A lawyer shall act with reasonable diligence and promptness in representing a client.”

Count II alleged that Mohon violated SCR 3.130(1.15)(a) (“A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's

own property[.]”) by depositing the Canadas’ legal fee payments into a non-interest-bearing account which she used for personal expenses, and by overdrawing the account before providing legal services.

Count III alleged Mohon failed to provide an accounting to the Canadas and thereby violated SCR 3.130(1.15)(b): “Upon receiving funds or other property in which a client has an interest, a lawyer shall promptly notify the client. Except as stated in this Rule or otherwise permitted by law or by agreement with the client a lawyer shall promptly deliver to the client any funds or other property that the client is entitled to receive and, upon request by the client, shall promptly render a full accounting regarding such property.”

Count IV alleged Mohon's failure to deposit the legal fees into a client trust account violated SCR 3.130(1.15)(e): “Except for advance fees as provided in 1.5(f), a lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred.”

Count V alleged Mohon’s failure to refund the unearned fee, or a portion thereof, to the Canadas violated SCR 3.130(1.16)(d): “Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client’s interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred.”

Count VI alleged Mohon violated SCR 3.130(8.4)(c) (“It is professional misconduct for a lawyer to . . . engage in conduct involving dishonesty, fraud, deceit or misrepresentation”) by: (1) falsely representing to her clients that all or a portion of the fees paid by the client were stolen by an employee; and/or (2) falsely representing to her clients that the employee was terminated for theft; and/or (3) agreeing to refund the full fee to the clients, then claiming there was not proof of payment; and/or (4) spending the fees paid by the client on personal expenses while failing to provide legal services.

Mohon admits she engaged in the conduct alleged in the Charge in KBA File 18-DIS-0315. She further admits her conduct violated SCR 3.130(1.3), (1.15)(a), (1.15)(b), (1.15)(e), (1.16)(d), and (8.4)(c). She requests the Court enter an Order finding her guilty of those violations and agrees to refund \$4,500.00 to the Canadas.

**KBA FILE 18-DIS-0334**

John Ritenour Jr. hired Mohon in mid-2018 to pursue a paternity test with the goal of overturning a previous child support order. Ritenour's girlfriend, Shondreka Pulley, paid Mohon \$1,500, using the Walmart2Walmart money transfer service, on July 2, 2018. Ritenour, who lived out of state, requested updates through an online client portal maintained by Mohon. He received assurances from Mohon and her staff that the case was proceeding. In August 2018, in response to his request for copies of documents, Ritenour received a message which appeared to be

from Cecilia Payton, Mohon's assistant, stating the judge would dismiss the child support order.

During the representation, Mohon did not provide Ritenour with copies of documents filed on his behalf. On September 26, 2018, Ritenour requested a refund. Mohon did not provide legal services to Ritenour. Mohon did not return the advance fee payment. In addition, between July 2, 2018 and September 26, 2018, Mohon did not maintain a client trust account.

The Inquiry Commission filed a four-count Charge on November 15, 2019. Count I alleged Mohon failed to provide legal services to her client and violated SCR 3.130(1.3), “A lawyer shall act with reasonable diligence and promptness in representing a client.”

Count II alleged Mohon's failure to deposit the legal fees into a client trust account, without a written fee agreement permitting her to deposit the funds in an operating or other type of account, violated SCR 3.130(1.15)(e): “Except for advance fees as provided in 1.5(f), a lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred.”

Count III alleged Mohon's failure to refund the unearned fee to Ritenour violated SCR 3.130(1.16)(d): “Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing

time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred.”

Count IV alleged Mohon violated SCR 3.130(8.4)(c) (“It is professional misconduct for a lawyer to . . . engage in conduct involving dishonesty, fraud, deceit or misrepresentation”) by falsely stating to Ritenour that documents had been filed and proceedings were ongoing, and/or by collecting and retaining \$1,500 and not providing legal services to the client.

Mohon admits she engaged in the conduct alleged in the Charge in KBA File 18-DIS-0334. She further admits her conduct violated SCR 3.130(1.3), (1.15)(e), (1.16)(d), and (8.4)(c). She requests the Court enter an Order finding her guilty of those violations and agrees to refund \$1,500 to Ritenour.

#### **MITIGATION**

In mitigation of Mohon’s misconduct, the KBA considered that at the time she represented the former clients at issue in these five disciplinary cases, August 2017 through mid-2018, her law practice had expanded exponentially, which she claims resulted in her failing to properly manage her firm and handle her clients’ funds. Mohon has expressed regret for the way she handled these cases and stated she did not intend to harm any of her clients. As demonstration that she recognizes the extent of her misconduct and is taking positive steps to ensure clients are not placed in this position again, Mohon

notes that she has since sought support in the legal community, attended and successfully completed the Ethics and Professional Enhancement Program, and has sought treatment for ADHD. Mohon has been cooperative during this disciplinary process and the record does not reflect she has any disciplinary history.

### **REQUESTED RESOLUTION**

The negotiated sanction rule provides that “[t]he Court may consider negotiated sanctions of disciplinary investigations, complaints or charges” if the parties agree. SCR 3.480(2). Specifically, “the member and Bar Counsel [must] agree upon the specifics of the facts, the rules violated, and the appropriate sanction[.]” *Id.* Upon receiving a motion under this Rule, “[t]he Court may approve the sanction agreed to by the parties, or may remand the case for hearing or other proceedings specified in the order of remand.” *Id.* In other words, acceptance of the proposed negotiated sanction falls within the discretion of the Court.

The KBA maintains that the negotiated sanction is supported by relevant case law. In *Kentucky Bar Association v. Ward*, the Court imposed a one-year suspension as reciprocal discipline for Ward’s misconduct in Ohio which involved co-mingling client and personal funds and violating client confidences. 467 S.W.3d 785, 789 (Ky. 2015). In that case, the Court observed that the suspension fell within the range of potential sanctions, from public reprimand to two-year suspension, for similar violations. *Id.* (citing *Rose v. Kentucky Bar Ass’n*, 398 S.W.3d 432 (Ky. 2013) (imposing public sanction for co-mingling

funds); *Kentucky Bar Ass'n v. Francis*, 439 S.W.3d 750, 753 (Ky. 2014) (suspending for 181 days for co-mingling funds); *Kentucky Bar Ass'n v. Hines*, 399 S.W.3d 750, 773 (Ky. 2013) (imposing sanction of public reprimand for violating client confidentiality); *Kentucky Bar Ass'n v. Newcomer*, 977 S.W.2d 20, 21 (Ky. 1998) (suspending for two years for violation of client confidentiality)).

In *Kentucky Bar Association v. Hoskins*, the Court imposed a 60-day suspension for two default cases in which Hoskins failed to respond to Charges. 454 S.W.3d 289 (Ky. 2015). The first case concerned Hoskins' failure to respond to clients' attempts to contact him, failure to appear for an appointment to complete necessary paperwork, and failure to respond to the clients' request for a full refund of their advanced fee of \$1,275 for Hoskins' representation in an uncontested divorce case. *Id.* at 290. The second case involved Hoskins' failure to adequately represent his clients' appeal; Hoskins misstated the date of the order being appealed, failed to withdraw after a dispute arose between him and his clients, did not respond to a show cause order resulting in dismissal of his clients' appeal, and refusal to provide an accounting or refund of the unearned portion of his clients' \$1,500 advanced payment. *Id.* at 290–91. In addition to the 60-day suspension, Hoskins was ordered to pay restitution and attend the Ethics and Professionalism Enhancement Program. *Id.* at 292.

In *Kentucky Bar Association v. Walls*, the Court imposed a 181-day suspension, with 30 days to serve and the remaining 151 days conditionally

probated for Walls's misconduct in two disciplinary cases. 412 S.W.3d 182 (Ky. 2013). In both cases, Walls accepted fees from clients, but failed to communicate with them or perform any work. *Id.* at 182. Walls initially filed answers to the Charges, but then ceased to participate in the disciplinary proceeding. *Id.* at 183. The Court noted his sanction corresponded with cases involving similar violations. *Id.* (citing *Kentucky Bar Ass'n v. Thornton*, 392 S.W.3d 399 (Ky. 2013) (finding that a 181-day suspension was the appropriate sanction for an attorney who did virtually nothing to pursue a client's claim); *Bock v. Kentucky Bar Ass'n*, 336 S.W.3d 105 (Ky. 2011) (imposing a 181-day probated sentence on an attorney who accepted a fee and then failed to adequately communicate with his client)).

Lastly, in *Kentucky Bar Association v. Cawood*, the Court imposed a 181-day suspension for Cawood's failure to maintain client funds in his trust account and failure to respond to inquiries from the Office of Bar Counsel to explain his actions. 366 S.W.3d 923 (Ky. 2012). Similar to Mohon, Cawood had insufficient funds in his IOLTA trust fund account. *Id.* at 923. However, unlike Mohon, Cawood declined to participate in the disciplinary proceeding or explain, or express any remorse for, his misconduct. *Id.* Cawood was also already suspended from the practice of law at the time of the disciplinary proceeding. *Id.* at 924.

While Mohon's misconduct in these five cases is severe, and certainly not up to the professional standards expected from lawyers practicing in this Commonwealth, Mohon has no prior disciplinary history and has fully

participated in this proceeding, expressing regret for her handling of these cases and already taking steps to ensure her misconduct is not repeated. Considering these facts, the relevant case law, and the KBA's representation that the Chair of the Inquiry Commission and a Past President of the KBA have reviewed and approved the proposed sanction, this Court concludes that the proposed discipline is adequate. *See Dutra v. Kentucky Bar Ass'n*, 440 S.W.3d 374 (Ky. 2014).

Accordingly, it is hereby ORDERED that:

1. Mohon is found guilty of the above-described and admitted violations of the Rules of Professional Conduct.
2. Mohon is suspended from the practice of law for 181 days, with 60 days to serve, and the remainder probated for 2 years, conditioned upon (1) Mohon's payment to the following former clients within 1 year of the Court's Opinion and Order: \$4,500 to Ashley and Kevin Canada (18-DIS-0315); and \$1,500 to John Ritenour, Jr. (18-DIS-0334); (2) Mohon's attendance at the next Trust Account Management Program (TAMP); (3) Mohon will open an escrow account with a financial institution which has agreed to report overdrafts to the KBA and provide proof of the open account to the Office of Bar Counsel; (4) Mohon will provide quarterly reports to the Office of Bar Counsel during the period of probation which contains a list of open and closed escrow accounts in Mohon's name or the name of her law firm and a list of Mohon's current employees; (5) Mohon's receipt of no new disciplinary charges during the period of

probation; and (6) Mohon's payments of all costs associated with this disciplinary matter pursuant to SCR 3.450. If Mohon fails to comply with any of the conditions of the probated sentence, the KBA may file a motion to impose the remaining 161-day suspension and to require Mohon to apply for reinstatement through the Character and Fitness Committee.

All sitting. All concur.

ENTERED: January 20, 2022.

  
CHIEF JUSTICE