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STATE OF OKLAHOMA, ex rel. OKLAHOMA BAR ASSOCIATION v. COBB

2026 OK 64

Case Number: SCBD-8130

Decided: 09/14/2026

SUPREME COURT OF THE STATE OF OKLAHOMA

Cite as: 2026 OK 64, __ P.3d __

NOTICE: THIS OPINION HAS NOT BEEN RELEASED FOR PUBLICATION. UNTIL RELEASED, IT IS SUBJECT TO REVISION OR WITHDRAWAL.

BAR DISCIPLINARY PROCEEDING

¶0 Complainant, State of Oklahoma *ex rel.* Oklahoma Bar Association, initiated this proceeding for reciprocal discipline against Respondent, Kenton C. Cobb, after the Wyoming Supreme Court issued an order suspending him from the practice of law in Wyoming for three months and imposing costs. We find that the acts underlying that matter amount to professional misconduct in Oklahoma and warrant discipline. We therefore suspend Cobb from the practice of law in Oklahoma for a period of three (3) months from the date he withdraws from all pending matters in Oklahoma and files his affidavit as required in Rule 9.1 of the Oklahoma Rules Governing Disciplinary Proceedings (RGDP), 5 O.S.2011, ch. 1, app. 1-A.

RESPONDENT'S REQUEST FOR HEARING IS DENIED; RESPONDENT'S INTERIM SUSPENSION COMMENCES FROM THE DATE OF THIS ORDER AND CONTINUES UNTIL HE FILES HIS RULE 9.1 AFFIDAVIT; RESPONDENT'S FINAL DISCIPLINARY SUSPENSION OF THREE MONTHS COMMENCES FROM THE DATE HE FILES HIS RULE 9.1 AFFIDAVIT

Jamie D. Jagosh, Oklahoma Bar Association, Oklahoma City, Oklahoma, for Complainant.

Kenton C. Cobb, Conway, Arkansas, *Pro Se*.

GURICH, J.

¶1 Cobb was admitted to the practice of law in Oklahoma on April 30, 1993. He voluntarily resigned his license effective January 26, 2000, but was later reinstated on December 30, 2002. *In the Matter of the Reinstatement of Kenton Carthal Cobb*, SCBD 4693. Cobb's Oklahoma Bar membership is currently in good standing. Cobb is also licensed to practice law in Arkansas, Illinois, Iowa, North Dakota, and Wyoming. After Cobb was disciplined by the Wyoming Supreme Court on April 8, 2026, the OBA initiated disciplinary proceedings in Oklahoma concerning the imposition of reciprocal discipline.

BACKGROUND

¶2 Cobb has been licensed to practice law in Wyoming since 2023. The events that give rise to the present case began in December 2024 when Cobb started representing a Wyoming client in a lawsuit initiated by Discover Bank in the Circuit Court for the Third Judicial District Uinta County, Wyoming for collection of \$2,595.85. The client used a legal plan, LegalEASE, to match with Cobb (who is located in Arkansas), and she sent him all her

case information on December 17, 2024. Cobb forwarded the case information to his legal assistant, noting that they "need to file a response within about a week," and responded to the client confirming that the answer could be emailed to the court clerk.

¶3 The answer was due December 31. On January 9, 2025, the client emailed Cobb stating, "Just making sure a response was filed? And what the next steps are?" On January 10, Cobb forwarded this email to his legal assistant asking, "Did we ever do this? The client is super nice and is checking." That day, instead of entering an appearance, Cobb's legal assistant e-filed a *pro se* answer for the client.

¶4 The district court set a scheduling conference. When the client received a copy of the notice of setting, she emailed it to Cobb, stating it made her nervous and she did not know "what it means, or if [she's] supposed to go...." Eleven days later, Cobb responded stating: "We are trying to settle this, but you need to make sure and go to this hearing if we do not. Simply ask for a continuance because we are trying to settle this." A few days before the conference, Cobb reminded the client to attend the hearing and "ask for a continuance, because [her] settlement attorney is negotiating." The client attended the February 24 conference in person without counsel.

¶ 5 The judge told the client that Cobb needed to file an entry of appearance as soon as possible and continued the conference. In the email exchanges that followed, the client indicated she assumed Cobb already had formalized his position as her attorney with the court. Cobb nevertheless waited to file his entry of appearance until the day of the continued conference, nearly a month later.

¶6 The continued conference was then reset for April 14. On April 14, Cobb emailed his client to ask what she was offering to settle the case. The client responded a few minutes later: "I have no idea, when do I need to know by? If it's today[,] [w]hy am I just being asked? My husband lost his job on the 12th. I need more information on what the options are." Following the conference, ¹ Cobb emailed Discover's counsel that his client "would like to offer \$80/month for 24 months² to settle this." Discover's counsel told Cobb to "forward the offer, total monthly income, total monthly expenses, and a description of [his] clients hardship information" to a specific email utilized for settlement offers. Cobb then emailed Discover's counsel, stating simply: "Yes, that is the offer. \$80/month for 24 months. Client is disabled and has no garnishable income or assets."

¶7 Discover's counsel responded two days later with a counteroffer of \$87 per month for 24 months. ³ When Cobb relayed this counteroffer to his client, she said she could make the payments but asked if Discover refused her lump-sum offer. ⁴ Cobb, having apparently failed to previously convey that offer to Discover, emailed the lump-sum offer to Discover's counsel. Six minutes later, Discover's counsel indicated a preference for the monthly-payment plan (because it had already been vetted by her client), but reiterated that, if Cobb wanted her to convey the lump-sum offer to Discover, she needed his client's monthly income, expenses, and hardship information. Twelve minutes later, Cobb responded to Discover's counsel to say: "Let's do the 24 months." One minute later, Cobb told his client Discover "apparently" rejected her lump-sum offer and suggested she "accept this offer and then [opposing counsel] can still go back and try to talk [the bank] into accepting the lump sum."

¶8 After exchanging emails with Discover's counsel about a date for the first payment, Cobb emailed his client to suggest April 30 for the first payment date. The client promptly agreed to that date but indicated that she needed to know "how and where" to make the payment. Cobb did not respond to this inquiry, nor did he respond to Discover's counsel to finalize what date the payments would be due.

¶9 On April 29, the client emailed Cobb: "I still need to know how to make the first payment if it's due tomorrow?" What followed was a series of emails between Cobb and his client where ultimately, at 8:03 p.m. on April 29, he suggested she go to a convenience store, get a cashier's check in the amount of the first payment, take a photo of it for a receipt, and mail the check to Discover's counsel. The client repeatedly asked for settlement documents and if she needed to sign something first. But Cobb simply responded: "No, you don't need to sign anything. In this case, the email from the opposing counsel is all we need."

¶10 On May 6, Discover filed a motion for summary judgment. Cobb's client's response was due June 4. There is no record that Cobb informed his client about the motion. Instead, on May 15, Cobb emailed her to ask if she made the first payment. The client indicated that she had (by mail, as instructed) but did not know if it was received. Cobb then told her to email or call Discover's counsel directly to ask if the payment was received.

¶11 On May 19, Cobb emailed his client again to again ask if she had mailed the payment to opposing counsel, stating: "I have not seen any agreement that they sent me, but they are going to send me one, and you also need to mail in the payment to them." The client responded that she would call Discover's counsel and check with the USPS to see if her check was returned to her, but that she did not "want to send another \$80 without any clue if they[']re getting it, how to check [her] balance[,] etc." She asked Cobb to send her the agreement and if there was any way to pay online.

¶12 Also on May 19, counsel for Discover emailed Cobb regarding the un-finalized settlement agreement. Discover's counsel indicated her emails with Cobb "dropped off", and she needed an exact due date for the first payment before she could draft the agreement. She was willing to "try to get re-approval for the settlement terms," but she needed payments to start in May, and she needed to know when Cobb's client could make payments by each month. Cobb forwarded his entire email string with Discover's counsel to his client saying: "I am having you respond to the email questions below. I don't need to be in the middle of that, and I need you to set the payment date and arrange payments with the opposing counsel."

¶13 Cobb's client initially responded to express that, before proceeding to arrange additional payments, she'd like a formal, signed agreement with payment terms and clarification on why payment is being directed to the law firm instead of Discover. But later that same day, after reviewing the email chain between Cobb and Discover's counsel, the client emailed Cobb again--this time, regarding the "deeply troubling" discrepancies demonstrated in the email chain. Specifically, the client noted that Discover's counsel "made it clear that a lump sum hardship offer could still be submitted" if certain financial and hardship information was provided, but Cobb told the client "that the lump sum offer had already been rejected." The client pointedly asked why this need for additional information "was never communicated" to her.

¶14 Over the course of the next several hours, Cobb and the client exchanged several emails regarding the lump-sum offer. Cobb insisted that he had asked her for the requisite information, to which the client responded:

Nowhere did you explain that I could still pursue that option by submitting documentation. Your current claim -- that you 'begged me' for that information and I've been the one delaying -- does not match the written record. At no point did you explain what was needed for the hardship offer or indicate it was still on the table. Instead, you said it was already rejected and immediately shifted me toward the monthly plan.

Cobb also initially insisted that Discover "did reject" the lump-sum offer and that the client was "not seeing all of the communication" because he talked "to these attorneys on the phone," but after being faced with screenshots of Discover's counsel's emails, Cobb capitulated that he "may have gotten mixed up on it [him]self." Ultimately, Cobb emphasized that "[n]othing has been settled or finalized, so there has been no effect on [the client's] finances or other elements" and "if they would accept" the lump sum offer, "they still will."

¶15 His client then explained that his "direct statement" that the lump-sum offer had been rejected "influenced [her] decisions and caused a great deal of stress." She added: "Regardless of whether the matter is technically 'finalized,' this delay and lack of communication had a significant emotional and procedural impact on me, which could have been avoided with clearer guidance. I also want the record to reflect that I did not feel properly informed throughout the process." In response, Cobb defended himself and offered to withdraw.

¶16 After all that had transpired, Cobb's client sent him an email wherein she requested that he terminate his legal representation, documented her reasons for terminating, requested a digital copy of her case file, and explained the "significant and lasting toll" her experience with Cobb had on her. She also indicated she was going to file a formal complaint with the Wyoming State Bar and gave Cobb the opportunity to respond with any material that should be considered before she proceeded.

¶17 Cobb responded twenty minutes later:

I do not have any digital copies of anything you have not seen, and I will not be providing you with anything further.

I have spent an extra extraordinary [sic] amount of time on your relatively small case. And now you are complaining. Everything that was available is still available to you, but yet you complain.

You have everything that is there except for phone communications with opposing counsel, which were important. Phone communications with opposing counsel affected what I told you and I told you everything I had in the best possible way.

I will be more than eager to explain the major work my paralegal and I did on this case -- to the Wyoming Bar Association, LegalEASE, Veritas or anyone else. A while back, my paralegal asked me why I was spending so much time on tis [sic] case. My work has done nothing but benefit you. That is easy to prove.

As you yourself mentioned at different points, you have been under stress from your own family personal situations that have nothing to do with me.

For a relatively small case, I have been to multiple hearings and spent an extraordinary amount of time going back-and-forth between you and the creditors [sic] representative. You may not care at all whether I have lost money on this case, but that is not considerate of you.

Regardless, you can complain about me all you want, but it does not affect that [sic] fact that I did a good job for you. My paralegal and opposing counsel know it.

At your request, I will be withdrawing from this case tomorrow.

(emphasis in original). Cobb ended the May 19 email conversation on the following note:

See below -- I stated to you that they had rejected your \$1,500 offer, which they did, without other financial and hardship info. And you had not provided any hardship info that I had not told them already.

I didn't want you to get a judgment, so you and I both agreed that you would accept their 24 pay [sic] offer and then try to get the opposing counsel to talk their client into accepting the \$1,500 lump sum, which they earlier rejected.

We are still at that stage now, but at your request I am withdrawing.

(emphasis in original).

¶18 Cobb emailed the client on May 21 that he was withdrawing, reminded her of the negotiated settlement terms, and reiterated the settlement strategy from his perspective. The client responded that any further correspondence from Cobb, aside from the transmission of case filings, was unwelcome. Cobb nevertheless sent his client another email on May 21, this time from his legal assistant's email address. In addition to rehashing his communications with her and his perspective of the settlement negotiations, he stated:

[1.] We did not fail to timely file with the courts. ... We are not required to do any work on our law partner referrals that are not covered under the member benefits. This is sometimes a timely process to verify what services are covered. Furthermore, our commitment is to assess the facts before making any decisions. In many instances, including yours, we provide guidance without formal representation. In your case, we have provided legal representation for over five months, paying out of pocket for filing fees, and attending hearings with no compensation to date.

Under Wyoming law, specifically Wyo. Stat. § 1-21-201(b), the rules regarding small claims⁵ do not require defendants to file an answer or any responsive pleadings in response to a claim. The statute explicitly states that in small claims actions, the defendant is not obligated to respond to the claim unless the court orders otherwise. This provision is designed to simplify the process for defendants and encourages resolution without the need for formal pleadings.

Additionally, Wyo. Stat. § 1-21-201(c) further emphasizes that small claims proceedings are intended to be informal and expeditious, allowing parties to present their cases without the complexities often associated with traditional litigation. This means that if you choose not to file an answer, the court will still proceed with the case.

It is important to be aware of your rights and options in these proceedings. While it is not mandatory to file an answer, may [sic] still choose to do so if you wish to present your side of the case or challenge the claims made against you.

2. When you reached out to us in December 2024, Wyoming had not yet implemented remote hearings. As we are not physically located in Wyoming, we are [sic] unable to attend the hearings you had scheduled for January. During our conversation, you expressed that you did not want to incur the expense of hiring local appearance counsel. As a result, we advised you to request a continuance, which you successfully did. Subsequently, Kent was able to attend your later hearings once remote hearings became available.

Cobb ended the letter by stating:

Under Wyoming law, specifically Wyo. Stat. § 16-22-308, a client has the right to terminate the attorney-client relationship at any time, and an attorney must comply with the client's request to withdraw from representation. We respect your decision and will ensure that the transition is handled smoothly and professionally.

There is an upcoming Case Management Conference schedule [sic] in your case that is set at the following date, location and time:

'The hearing is set for the [sic] 6/23/2025 at 2:00 PM at the Circuit Court of the Third Judicial District, Uinta County, 225 9th Street Evanston, Wyoming 82930.'

A copy of the above hearing notice, the entry of appearance, answer, and formal withdrawal are attached for your records.

¶19 On June 9, 2025, several days after the deadline to respond to Discover's summary judgment motion had passed, Cobb's Motion for Leave to Withdraw was granted. There is no evidence Cobb ever gave his client a copy of the motion for summary judgment, informed her of the response deadline, or advised her of the consequences of not responding.

PROCEDURAL HISTORY

¶20 The Wyoming Office of Bar Counsel (OBC) received the client's complaint on May 28, 2025. The Wyoming OBC requested additional information from the client. The Wyoming OBC also discussed the issues raised with Cobb.

¶21 When the Wyoming OBC asked Cobb about his reference to the **non-existent** Wyo. Stat. § 16-22-308, he defended the citation by saying it "deals with the recovery of attorney's fees in civil actions related to contract or specific types of commercial claims." He went on to assert that he should have instead referenced "044-32 Wyo. Code R. Section 32-9", a regulation that "details the specific steps an attorney must take when filing a motion to withdraw from a contested case." The Wyoming Bar notes that WY Rules and Regulations 044-00002.32 § 9 (325)--the correct citation for this regulation--is only applicable to contested cases before the Wyoming Insurance Department and still has no application to withdrawals from circuit court proceedings.

¶22 The matter then came before a Review Panel of the Board of Professional Responsibility of the Wyoming State Bar (BPR) on February 19, 2026. Cobb conditionally admitted that he violated Wyoming Rules of Professional Conduct Rules 1.1, 1.3, 1.4, and 8.4(c) and stipulated to a three-month suspension.

¶23 The BPR filed its twenty-nine-page *Report and Recommendation for Three-Month Suspension* on March 5, 2026. ⁶ The Report and Recommendation concluded that Cobb violated his Wyoming Rules of Professional Conduct (WRPC) Rule 1.1 duty of competence by:

1. Failing to recognize and acknowledge that he formed a lawyer-client relationship on December 17, 2024;
2. Citing a non-existent Wyoming statute (Wyo. Stat. § 16-22-308) in the May 21, 2025 email to the client; and
3. Failing to recognize that 044-32 Wyo. Code R. Section 32-9 has no application to circuit court matters.

It also determined that Cobb violated his Rule 1.3 duty of diligence by:

1. Failing to timely file court documents;
2. Failing to attend the February 24, 2025 scheduling conference on his client's behalf;
3. Failing to convey his client's lump-sum settlement offer in a timely manner;
4. Failing to respond to the questions opposing counsel posed on April 14, 2025;
5. Failing to inform his client of the information opposing counsel needed in order for the bank to consider the lump-sum offer;
6. Failing to follow through on getting a signed settlement agreement; and
7. Forwarding his email communications with opposing counsel to his client and directing her to answer opposing counsel's questions.

It also determined that Cobb violated his Rule 1.4 duty to communicate with his client by:

1. Failing to inform his client of the information opposing counsel needed in order for the bank to consider her lump-sum offer;
2. Failing to inform his client that opposing counsel filed a motion for summary judgment, the potential consequences of such a motion and the need to timely file a response; and

3. Citing non-existent (Wyo. Stat. § 16-22-308) or otherwise inapplicable law (Wyo. Stat. § 1-21-201) in an email to his client.

The Wyoming BPR noted that Cobb's defense of the non-existent statute and continued citation of irrelevant law "raise significant questions regarding his competence as well as his honesty." Report and Recommendation at 23. Lastly, the Report and Recommendation indicated that Cobb violated Rule 8.4(c)--engaging in conduct involving dishonesty, fraud, deceit or misrepresentation--by:

1. Telling his client that the bank "apparently" rejected her lump-sum settlement offer when opposing counsel told him that the bank would need more information to support the lump-sum offer.
2. Telling his client that the bank would not accept the lump-sum offer when he did not communicate that additional information was needed to support the offer;
3. Falsely telling his client that remote hearings had not been implemented in Wyoming as of December 2024; and
4. Misrepresenting Wyoming law to his client in the May 21, 2025, email.

¶24 The Report and Recommendation considered several mitigating factors: Cobb's absence of a disciplinary history, his payment of his client's full debt to Discover Bank out of his own pocket, his sincere remorse, his apology letter to his client, his \$1,000 donation to Wyoming Legal Aid, and his cooperation to resolve the matter without a hearing. Based upon the foregoing, Cobb's Affidavit of Conditional Admission, and the parties' Stipulation for Three-Month Suspension, the BPR recommended a three-month suspension with costs imposed. Upon review, the Wyoming Supreme Court approved, confirmed, and adopted the Report and Recommendation, suspended Cobb from the practice of law in Wyoming for three months beginning on the date of their Order, April 8, 2026, ⁷ ordered Cobb to reimburse the Wyoming State Bar the costs incurred in handling his matter (\$50) and an administrative fee of \$750, and issued a press release concerning his actions and the discipline imposed. *Bd. of Pro. Resp., Wyo. State Bar v. Kent C. Cobb*, 2026 WY 38, 587 P.3d 113(Wyo. 2026).

¶25 Cobb notified the Oklahoma Bar Association of the Report and Recommendation by letter dated March 23, 2026 (received March 31) but did not notify the OBA of the imposition of final discipline as required by RGDP Rule 7.7(a). The OBA received certified copies of the Supreme Court of Wyoming Order and the BPR's Report and Recommendation. On May 14, the OBA filed a Notice of Disciplinary Action in Another Jurisdiction pursuant to RGDP Rule 7.7.

¶26 On May 15, 2026 this Court issued an Order finding (1) Cobb did not notify the OBA of the imposition of final discipline within 20 days as required by Rule 7.7(a), and (2) the documents attached to the Notice of Disciplinary Action in Another Jurisdiction constitute the charge against Cobb and are *prima facie* evidence that Cobb committed the acts therein described. The Order directed Cobb to show cause in writing by June 5, 2026, why a final order of discipline should not be imposed--noting that the response must be verified and expressly state whether a hearing is desired. The Order also allowed Cobb to submit, by June 5, 2026: (1) a certified copy of any transcript of the evidence taken in the disciplinary proceedings to support any claim that the finding therein was not supported by the evidence, or that it does not furnish sufficient grounds for discipline in Oklahoma; and/or (2) a brief and/or any evidence tending to mitigate the severity of discipline. The Court also gave the OBA a deadline of June 22, 2026 to submit a brief or any evidence supporting a recommendation of discipline.

¶27 Cobb did not file anything with this Court by June 5. Our record reflects that, on June 22, the Appellate Court Clerk received a letter from Cobb (dated May 20), which was directed to the Court and General Counsel of the OBA. The unverified letter apologized for self-reporting the Report and Recommendation instead of the final order,

requested a hearing concerning why a final order of discipline should not be imposed, gave a short account of the events which led to his discipline, and attached several character reference letters. The OBA timely filed their Response to Show Cause Order and Brief in Support of the Imposition of a Final Order of Discipline. ⁸

STANDARD OF REVIEW

¶28 This Court has the responsibility to regulate the practice of law and the licensure, ethics, and discipline of legal practitioners in this State. *State ex rel. Okla. Bar Ass'n v. Wintory*, 2015 OK 25, ¶ 14, 350 P.3d 131, 135. Before a decision to discipline an attorney is made, misconduct must be demonstrated by clear and convincing evidence. RGDP Rule 6.12(c). ⁹

ANALYSIS

Conduct

¶29 The certified copy of the Supreme Court of Wyoming's Order of Three-Month Suspension constitutes the charge against Cobb and serves as *prima facie* evidence that he committed the acts described therein. RGDP Rule 7.7(c). ¹⁰ It was Cobb's burden to show that the findings forming the basis of his discipline in Wyoming are either (1) not supported by the evidence or (2) not sufficient grounds for discipline in Oklahoma. *State ex rel. Okla. Bar Ass'n v. Henderson*, 1999 OK 29, ¶ 4, 977 P.2d 1096, 1098.

¶30 Cobb does not dispute that he committed the acts described. He failed to file a verified show-cause response and did not claim that the Wyoming BPR's findings were unsupported or that there were insufficient grounds for discipline in Oklahoma. Cobb's letter to this Court and the OBA requested "a hearing concerning why a final order of discipline should not be imposed," requested "consideration of whether identical reciprocal discipline in Oklahoma is necessary under the specific circumstances of this matter and, if discipline of some type is imposed, that [certain listed] mitigating factors be considered." He also attached unsworn character reference letters. We note that Rules 1.1, 1.3, 1.4 and 8.4(c) of the WRPC are virtually identical to Rules 1.1, 1.3, 1.4 and 8.4(c) of the Oklahoma Rules of Professional Conduct (ORPC), 5 O.S.2021, ch. 1, app. 3-A. ¹¹ We therefore find that there is sufficient evidence establishing that Cobb committed the misconduct described, and further find that Cobb violated ORPC Rules 1.1, 1.3, 1.4, and 8.4(c).

Aggravating and Mitigating Circumstances

¶31 To arrive at the appropriate measure of discipline, we must consider and weigh all aggravating and mitigating circumstances. *State ex rel. Okla. Bar Ass'n v. Lowery*, 2026 OK 50, ¶ 37, --- P.3d ----. The Wyoming BPR noted several aggravating circumstances: "dishonest or selfish motive; a pattern of misconduct; vulnerability of the victim; and substantial experience in the practice of law." Further, this Court is concerned by Cobb's repeated failure to follow Rule 7.7 and this Court's May 15 Order, as previously discussed. These many mistakes demonstrate a lack of attention to detail that further aggravates the competence concerns noted with respect to his representation of a client. See also *State ex rel. Okla. Bar Ass'n v. Kutner*, 2022 OK 18, ¶ 6, 506 P.3d 370, 373 ("Failure to report disciplinary action in another jurisdiction is itself grounds for discipline."). Lastly, Cobb's assertion that "the Wyoming Bar described the matter as involving unintentional miscommunications and procedural errors rather than dishonesty" is false. The Wyoming BPR specifically stated that "several of his violations of Rule 8.4(c) were intentional" and listed Cobb's "dishonest or selfish motive" as an aggravating factor. At best, this misrepresentation indicates Cobb still fails to appreciate the Wyoming BPR's findings; at worst, it is deceptive. The OBA also relied on several mitigating factors ¹² that were previously considered in Wyoming to arrive at a recommendation that Cobb be suspended for the same length of time that he was suspended in Wyoming: three months.

Discipline

¶32 Crafting the appropriate discipline requires consideration of the goals of discipline and the context and complexities of each case. Our primary goal in attorney discipline is to safeguard the interest of the public, the judiciary, and the legal profession, while trying to deter similar future misconduct by other attorneys. *State ex rel.*

Okla. Bar Ass'n v. Kleinsmith, 2013 OK 16, ¶ 4, 297 P.3d 1248, 1250. This Court may impose reciprocal discipline when discipline for a lawyer misconduct has been imposed in another jurisdiction. *State ex rel. Okla. Bar Ass'n v. Patterson*, 2001 OK 51, ¶ 5, 28 P.3d 551, 554. "[I]t is within this [C]ourt's discretion to visit the same discipline as that imposed in the other jurisdiction or one of greater or lesser severity." *Id.* ¶ 33, 28 P.3d at 561. To determine what measure of discipline is proper, we are guided by discipline imposed upon other lawyers for similar acts of professional misconduct. *Kleinsmith*, 2013 OK 16, ¶ 4, 297 P.3d at 1250. ¹³

¶33 In *State ex rel. Okla. Bar Ass'n v. Denney*, 1980 OK 143, 617 P.2d 1351, the attorney failed to competently represent his client by misrepresenting things and failing to timely file a brief. *Id.* ¶¶ 11--12, 617 P.2d at 1353. This Court suspended the attorney for a period of three (3) months and assessed costs. *Id.* ¶¶ 19--21, 617 P.2d at 1353 (citing other bar matters involving client neglect).

¶34 In *State ex rel. Okla. Bar Ass'n v. Green*, 2020 OK 21, 465 P.3d 1197, the attorney violated ORPC Rules 1.1, 1.3, 1.4 and 8.4 in his neglect representation of a single client. *Id.* ¶ 21, 465 P.3d at 1203. Specifically, the attorney failed to respond to his client's inquiries and incorrectly told the client they did not need to appear for a hearing, which resulted in a default judgment. *Id.* ¶ 19, 465 P.3d at 1203. Additional violations and discipline were sought for his failure to cooperate with the OBA's investigation. *Id.* ¶ 2, 465 P.3d at 1199. While the OBA sought disbarment, we imposed a ninety-day suspension. *Id.* ¶ 31, 465 P.3d at 1205.

¶35 In *State ex rel. Okla. Bar Ass'n v. Kutner*, Kutner was found in violation of several rules, including Rule 1.3 and Rule 1.4, in his representation of a single client in Louisiana. 2022 OK 18, ¶ 9, 506 P.3d at 373. Similar to Cobb, Kutner agreed to the sanction imposed in Louisiana. *Id.* ¶ 4, 506 P.3d at 372. Also similar to Cobb, Kutner failed to respond to this Court's show cause order and, instead, mailed a letter to the OBA. *Id.* ¶ 1, 506 P.3d at 372. After weighing aggravating and mitigating factors similar to those at play here, this Court gave "due weight" to Louisiana's assessment of discipline and imposed the same length of a suspension (eighteen months) running from the date that the Supreme Court of Louisiana imposed its sanction. *Id.* ¶¶ 17--18, 506 P.3d at 374--75.

Conclusion

¶36 Discipline is warranted. Reciprocal discipline is consistent with discipline previously imposed in Oklahoma for similar misconduct. After considering evidence of Cobb's misconduct, his failure to follow Court orders and Oklahoma rules, the aggravating and mitigating factors, and the range of discipline reflected in the case law, we find that a three-month suspension is appropriate. ¹⁴

¶37 Cobb is interim suspended as of the date of this order and shall cease practicing law in Oklahoma in any capacity. Cobb's interim suspension shall continue until he files an affidavit as required by RGDP Rule 9.1. Cobb's three (3) month final disciplinary suspension shall commence on the date he files his Rule 9.1 affidavit, indicating he has formally withdrawn as counsel from all pending matters in Oklahoma.

RESPONDENT'S REQUEST FOR HEARING IS DENIED; RESPONDENT'S INTERIM SUSPENSION COMMENCES FROM THE DATE OF THIS ORDER AND CONTINUES UNTIL HE FILES HIS RULE 9.1 AFFIDAVIT; RESPONDENT'S FINAL DISCIPLINARY SUSPENSION OF THREE MONTHS COMMENCES FROM THE DATE HE FILES HIS RULE 9.1 AFFIDAVIT

CONCUR: ROWE, C.J., KUEHN, V.C.J., WINCHESTER, EDMONDSON, COMBS, KANE, AND JETT, JJ.

NOT PRESENT: DARBY, J.

FOOTNOTES

GURICH, J.

¹ Cobb apparently attempted to attend the April 14 conference remotely but there were technical difficulties.

² \$1,920.00.

³ \$2,088.00.

⁴ It is apparent from the client's email to Cobb that she had authorized Cobb to make a lump-sum offer of \$1,500.00 which he failed to convey promptly.

⁵ Despite Cobb's assertions to his client, the case was not filed in Small Claims Court.

⁶ As there was no evidentiary hearing in Wyoming, our record consists of and all of the facts up to this point are taken from the Wyoming BPR's Report and Recommendation.

⁷ From the record, it appears this suspension expired on July 8, 2026.

⁸ The Office of the Clerk of the Supreme Court closed on Monday June 22, 2026 at 10:00 A.M. due to power outages. Pursuant to Rule 1.3 of the Oklahoma Supreme Court Rules, the OBA's June 22 filing deadline was extended to include the next full business day. The OBA's Response was filed on June 23.

The OBA filed a Correction to its Response on June 25. The Correction explained the one-day delay in their filing and acknowledged receipt of Cobb's letter filed on June 22.

⁹ "To warrant a finding against the respondent in a contested case, the charge or charges must be established by clear and convincing evidence, and at least two of the members of the Trial Panel must concur in the findings." RGDP Rule 6.12(c).

¹⁰ "Certified copies of the documents shall constitute the charge and shall be prima facie evidence the lawyer committed the acts therein described." RGDP Rule 7.7.

¹¹ The only difference is in Rule 1.4(a)(1), where the ORPC references Rule 1.0(e) and the WRPC references Rule 1.0(f). But even ORPC Rule 1.0(e) mirrors WRPC Rule 1.0(f).

¹² Cobb's late filing in the form of a letter purports to include additional mitigating factors which are not considered.

¹³ While precedent offers useful guidance in calibrating attorney discipline, the ultimate determination necessarily turns on the unique facts and circumstances of each case. *State ex rel. Okla. Bar Ass'n v. Townsend*, 2012 OK 44, ¶¶ 31--32, 277 P.3d 1269, 1279--80.

¹⁴ Considering there are no disputed facts or unresolved evidentiary issues, Cobb's informal request for hearing is denied.

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Oklahoma Supreme Court Cases

Cite	Name	Level
<u>2001 OK 51</u> , <u>28 P.3d 551</u> , <u>72 OBJ 1921</u> ,	<u>STATE ex. rel. OKLAHOMA BAR ASSN. v. PATTERSON</u>	Discussed
<u>2012 OK 44</u> , <u>277 P.3d 1269</u> ,	<u>STATE ex rel. OKLAHOMA BAR ASSOCIATION v. TOWNSEND</u>	Discussed
<u>2013 OK 16</u> , <u>297 P.3d 1248</u> ,	<u>STATE ex rel. OKLAHOMA BAR ASSOCIATION v. KLEINSMITH</u>	Discussed at Length
<u>2015 OK 25</u> , <u>350 P.3d 131</u> ,	<u>STATE ex rel. OKLAHOMA BAR ASSOCIATION v. WINTORY</u>	Discussed
<u>1980 OK 143</u> , <u>617 P.2d 1351</u> ,	<u>State ex rel. Oklahoma Bar Ass'n v. Denney</u>	Discussed

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<u>2020 OK 21, 465 P.3d 1197,</u>	<u>STATE ex rel. OKLAHOMA BAR ASSOCIATION v. GREEN</u>	Discussed
<u>2022 OK 18, 506 P.3d 370,</u>	<u>STATE ex rel. OKLAHOMA BAR ASSOCIATION v. KUTNER</u>	Discussed at Length
<u>2026 OK 50,</u>	<u>STATE OF OKLAHOMA ex rel. OKLAHOMA BAR ASSOCIATION v. LOWERY</u>	Cited
<u>1999 OK 29, 977 P.2d 1096, 70 OBJ</u>	<u>State ex. rel. Oklahoma Bar Association v. Henderson</u>	Discussed
<u>1134,</u>		