In the Indiana Supreme Court

In the Matter of: Stanley F. Wruble, III, Respondent	Supreme Court Case No. 24S-DI-140

Published Order Approving Statement of Circumstances and Conditional Agreement for Discipline

Pursuant to Indiana Admission and Discipline Rule 23(12.1)(b), the Indiana Supreme Court Disciplinary Commission and Respondent have submitted for approval a "Statement of Circumstances and Conditional Agreement for Discipline" stipulating agreed facts and proposed discipline as summarized below.

Stipulated Facts: Respondent represented "Client" in a matter in St. Joseph County. The parties reached an agreement, and the case was dismissed after Client fulfilled the conditions of the agreement. Client later left a one-star review of Respondent's law firm on Google in which Client complained of difficulties communicating with Respondent. Respondent then made multiple demands, using derogatory and profane language, that Client remove the review. When Client refused, Respondent posted a public response to the Google review in which he revealed damaging information about Client relating to the subject of the representation. Respondent revealed similar damaging information in a defamation lawsuit he filed against Client in Marion County. This lawsuit was dismissed with prejudice on Respondent's motion in January 2024.

Violations: The parties agree that Respondent violated Indiana Professional Conduct Rule 1.9(c) by impermissibly revealing information relating to the representation and Admission and Discipline Rule 22 (Oath of Attorneys) by acting in an offensive manner.

Discipline: The Court, having considered the submission of the parties, now approves the following agreed discipline.

For Respondent's professional misconduct, the Court **suspends Respondent from the practice of law for a period of 30 days, beginning on the date of this order, all stayed subject to completion of at least 18 months of probation with JLAP monitoring**. The Court incorporates by reference the terms and conditions of probation set forth in the parties' Conditional Agreement, which include:

(1) Respondent shall report to JLAP within 10 days of this order, and failure to do so shall be considered an act of contempt.

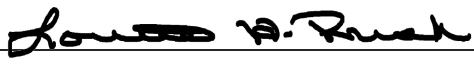
(2) Respondent shall execute any and all authorizations necessary for JLAP to implement the monitoring agreement and for the Commission to obtain information from JLAP and treatment providers.
(3) JLAP shall submit quarterly progress reports to the Commission.
(4) Respondent shall attend certified anger management therapy and follow all recommendations therefrom.
(5) Respondent shall have no violations of the law, the Rules of Professional Conduct, or the procedural rules of any agency or court during his probation.
(6) Respondent shall promptly report in writing to the Commission any violation of the terms of Respondent's probation.
(7) If Respondent violates the terms of his probation, the stay of his suspension may be vacated and the balance of the stayed suspension may be actively served without automatic reinstatement.

Notwithstanding the expiration of the minimum term of probation set forth above, Respondent's probation shall remain in effect until it is terminated pursuant to a petition to terminate probation filed under Admission and Discipline Rule 23(16).

The costs of this proceeding are assessed against Respondent. With the acceptance of this agreement, the hearing officer appointed in this case is discharged with the Court's appreciation.

Done at Indianapolis, Indiana, on 7/18/2024.

FOR THE COURT



Loretta H. Rush
Chief Justice of Indiana

Goff, J., concurs.
Molter, J., concurs with separate opinion in which Rush, C.J., and Massa, J., join.
Slaughter, J., concurs in part and dissents in part with separate opinion.

Molter, J., concurring.

I concur with the Court's approval of the parties' Conditional Agreement. I write separately merely to note that, in my view, the parties' agreement that Respondent violated Rule of Professional Conduct 1.9(c) is independently sufficient to support their agreed discipline on these facts. Approving their Conditional Agreement is therefore warranted. But in a case where it makes a difference, I remain open to considering the question Justice Slaughter's partial dissent identifies. That is, whether an attorney can be sanctioned for violating the oath that Admission and Discipline Rule 22 requires attorneys "take and subscribe to," including its promise to "abstain from offensive personality." Or whether instead such a violation must be independently grounded in another rule, such as Rule of Professional Conduct 3.5(d)'s prohibition on engaging "in conduct intended to disrupt a tribunal," Rule 4.4(a)'s prohibition on using means "that have no substantial purpose other than to embarrass, delay, or burden a third person," and Rule 8.4(d)'s prohibition on conduct "that is prejudicial to the administration of justice."

Rush, C.J., and Massa, J., join.

Slaughter, J., concurring in part, dissenting in part.

The Court today approves the parties' tendered agreement for resolving allegations of lawyer misconduct against respondent, Stanley F. Wruble, III. As the Court recounts, a dissatisfied client posted online an unfavorable review of Wruble's law firm, to which Wruble responded by publicly revealing damaging information about the client. Wruble also filed a defamation action that likewise revealed damaging client information. Wruble's conduct prompted the commission's disciplinary complaint against him. I concur in approving the parties' agreement that Wruble violated Indiana Rule of Professional Conduct 1.9(c), which bars lawyers from revealing information concerning their representation of a client. I also concur in the parties' agreed discipline, which requires Wruble to (among other things) attend anger-management therapy.

But I respectfully dissent from the parties' agreement that Wruble should be sanctioned for violating Admission and Discipline Rule 22—our oath of attorneys. The commission charged—and Wruble agreed—that he violated the part of our oath requiring lawyers to "abstain from offensive personality". I am generally content to sign off on settlement agreements between the commission and respondent lawyers, especially their agreements on what rules were violated. But today I part from my customary practice.

To be clear, my objection is not that this charge lacks factual support; Wruble's personality during this episode was indeed offensive. I am concerned, rather, with interpreting our oath of attorneys to impose minimal standards that warrant sanctions for those whose conduct falls short. The oath is broad and aspirational, and it lacks the specific standards found in other rules—or in the myriad primary and secondary authorities refining those rules.

My specific concern is with the ever-present threat that lawyers will face charges for whatever the commission deems an "offensive personality"—an inherently subjective assessment that risks a dangerous slippery slope. The rules contemplate a wide range of permissible lawyer conduct that runs the gamut from amiable to aggressive, milquetoast to militant, passive to pugnacious. Unpopular lawyers or those with disfavored clients may be especially vulnerable to enforcement overreach. The better enforcement practice, in my view, is for the commission to

avoid "offensive personality" charges altogether and to ground charges against those deserving of professional sanction (like Wruble) in one or more targeted professional-conduct rules.

For these reasons, I respectfully dissent from the Court's approval of the parties' agreement concerning our oath of attorneys.