

In the Indiana Supreme Court

In the Matter of: Jay Meisenhelder,
Respondent

Supreme Court Case No.
19S-DI-641



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 “Clients A and B” in unrelated matters. Respondent filed a pleading in Client A’s case that included 14 rhetorical paragraphs pertaining to Client B’s matter and consisting in part of confidential information. The disclosure of this information was not permitted under Indiana Professional Conduct Rule 1.6(b).

Violations: The parties agree that Respondent violated these Indiana Professional Conduct Rules prohibiting the following misconduct:

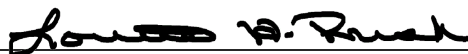
- 1.6(a): Revealing information relating to representation of a client without the client’s informed consent.
- 1.9(c)(2): Revealing information relating to the representation of a former client except as rules permit or require.

Discipline: The parties propose the appropriate discipline is a public reprimand. This discipline is consistent with that imposed in other cases involving similar misconduct. *See Matter of Litz*, 950 N.E.2d 291 (Ind. 2010). The Court, having considered the submissions of the parties, now approves the agreed discipline and imposes **a public reprimand** for Respondent’s misconduct.

The costs of this proceeding are assessed against Respondent. Pursuant to the parties’ stipulation, the Court hereby orders Respondent to pay \$256.95 by check made payable to the Clerk of the Indiana Supreme Court and transmitted to the Roll of Attorneys Administrator in the Office of the Clerk of the Indiana Supreme Court. Upon receipt, the Clerk is directed to disburse those funds as follows: (1) \$6.95, payable to the Commission as reimbursement for investigative expenses incurred; and (2) \$250.00, payable to the Clerk for court costs. The expenses of the hearing officer will be submitted separately.

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 10/7/2020.

A handwritten signature in black ink, appearing to read "Loretta H. Rush", is written over a horizontal line.

Loretta H. Rush
Chief Justice of Indiana

All Justices concur, except David, J., who would reject the conditional agreement, believing the discipline is insufficient in light of the misconduct admitted.