DOCKET NO. UWY-CV24-6081949-S : SUPERIOR COURT

RUBANO, LOUIS M. : J.D. OF WATERBURY

V. : AT WATERBURY

STATEWIDE GRIEVANCE COMMITTEE : MARCH 30, 2026

MEMORANDUM OF DECISION

This matter is an appeal brought pursuant to Section 2-38[1] of the Practice Book by the plaintiff, Louis Rubano (Rubano), juris number 416402, an attorney. Rubano appeals the decision

[1] Practice Book § 2-38, Appeal from Decision of Statewide Grievance Committee or Reviewing Committee Imposing Sanctions or Conditions, provides as follows:

(a) A respondent may appeal to the Superior Court a decision by the Statewide Grievance Committee or a reviewing committee imposing sanctions or conditions against the respondent, in accordance with Section 2-37(a). A respondent may not appeal a decision by a reviewing committee imposing sanctions or conditions against the respondent if the respondent has not timely requested a review of the decision by the Statewide Grievance Committee under Section 2-35(k). Within thirty days from the issuance, pursuant to Section 2-36, of the decision of the Statewide Grievance Committee, the respondent shall: (1) file the appeal with the clerk of the Superior Court for the judicial district of Hartford and (2) mail a copy of the appeal by certified mail, return receipt requested or with electronic delivery confirmation, to the Office of the Statewide Bar Counsel as agent for the Statewide Grievance Committee and to the Office of the Chief Disciplinary Counsel.

(b) Enforcement of a final decision imposing sanctions or conditions against the respondent pursuant to Section 2-35(i) or Section 2-35(m), including the publication of the notice of a reprimand in accordance with Section 2-54, shall be stayed for thirty days from the issuance to the parties of such decision. If within that period the respondent files with the Statewide Grievance Committee a request for review of the reviewing committee's decision, the stay shall remain in effect for thirty days from the issuance by the Statewide Grievance Committee of its final decision pursuant to Section 2-36. If the respondent timely commences an appeal pursuant to subsection (a) of this section, such stay shall remain in full force and effect until the conclusion of all proceedings, including all appeals, relating to the decision imposing sanctions or conditions against the respondent. If at the conclusion of all proceedings, the decision imposing sanctions or conditions against the respondent is rescinded, the complaint shall be deemed dismissed as of the date of the decision imposing sanctions or conditions against the respondent. An application to terminate the stay may be made to the court and shall be granted if the court is of the opinion that the appeal is taken only for delay or that the due administration of justice requires that the stay be terminated.

(c) Within thirty days after the service of the appeal, or within such further time as may be allowed by the court, the statewide bar counsel shall transmit to the reviewing court a certified copy of the entire record of the proceeding appealed from, which shall include the grievance panel's record in the case, as defined in Section 2-32(i), and a copy of the Statewide Grievance Committee's record or the reviewing committee's record in the case, which shall include a transcript of any testimony heard by it or by a reviewing committee which is required by rule to be on the record, any decision by the reviewing committee in the case, any requests filed pursuant to Section 2-35(k) of this section,

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of the defendant Statewide Grievance Committee (SGC), which affirmed the decision of the reviewing committee. The reviewing committee issued its decision on June 21, 2024, finding by clear and convincing evidence that Rubano violated Rules of Professional Conduct 1.7(a)(2)[2] and 8.4(4)[3] and issued its revised final decision on September 30, 2025 (revised decision).[4]

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and a copy of the Statewide Grievance Committee's decision on the request for review. By stipulation of all parties to such appeal proceedings, the record may be shortened. The court may require or permit subsequent corrections or additions to the record.

(d) The appeal shall be conducted by the court without a jury and shall be confined to the record. If alleged irregularities in procedure before the Statewide Grievance Committee or reviewing committee are not shown in the record, proof limited thereto may be taken in the court. The court, upon request, shall hear oral argument.

(e) The respondent shall file a brief within thirty days after the filing of the record by the statewide bar counsel. The disciplinary counsel shall file his or her brief within thirty days of the filing of the respondent's brief. Unless permission is given by the court for good cause shown, briefs shall not exceed thirty-five pages.

(f) Upon appeal, the court shall not substitute its judgment for that of the Statewide Grievance Committee or reviewing committee as to the weight of the evidence on questions of fact. The court shall affirm the decision of the committee unless the court finds that substantial rights of the respondent have been prejudiced because the committee's findings, inferences, conclusions, or decisions are: (1) in violation of constitutional provisions, rules of practice or statutory provisions; (2) in excess of the authority of the committee; (3) made upon unlawful procedure; (4) affected by other error of law; (5) clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or (6) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion. If the court finds such prejudice, it shall sustain the appeal and, if appropriate, rescind the action of the Statewide Grievance Committee or take such other action as may be necessary. For purposes of further appeal, the action taken by the Superior Court hereunder is a final judgment.

(g) In all appeals taken under this section, costs may be taxed in favor of the Statewide Grievance Committee in the same manner, and to the same extent, that costs are allowed in judgments rendered by the Superior Court. No costs shall be taxed against the Statewide Grievance Committee, except that the court may, in its discretion, award to the respondent reasonable fees and expenses if the court determines that the action of the committee was undertaken without any substantial justification. "Reasonable fees and expenses" means any expenses not in excess of $7500 which the court finds were reasonably incurred in opposing the committee's action, including court costs, expenses incurred in administrative proceedings, attorney's fees, witness fees of all necessary witnesses, and such other expenses as were reasonably incurred.

[2] Rule 1.7(a)(2), Conflict of Interest: Current Clients, provides in relevant part that "a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if...there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer."

[3] Rule 8.4(4), Misconduct, states that "(i)t is professional misconduct for a lawyer to "(e)ngage in conduct that is prejudicial to the administration of justice."

[4] SGC initially issued its decision on September 20,2024, affirming the June 21,2024 decision of the reviewing committee. Following the parties' May 7,2025 stipulation of facts, this court, on July 1,2025, remanded the matter to

The following facts as set forth in the revised decision are relevant to this appeal.

Rubano and Robert Weber (Weber) were partners in the law firm Weber & Rubano (law firm). On February 14, 2022, Weber spoke with Christopher Monks (Monks), the complainant in the underlying grievance, to discuss potential representation for himself and his moving company, 2 Young Studs, LLC (company), both of whom were defendants in a civil lawsuit brought by Jacqueline Purcell (Purcell) pending in New Haven Superior Court. Monks and Weber discussed the lawsuit and the company. They met in person on March 7, 2022, at which time Monks signed a retainer agreement and paid $2,000 in cash to retain the law firm to represent him and his company. Weber, after performing a conflict check with his law firm that same day and finding no conflict of interest, filed a law firm appearance on behalf of Monk and his company in the civil lawsuit brought by Purcell.

On March 4, 2022, Rubano had a consultation request from the Lin family regarding a personal injury claim arising out of a February 25, 2022 motor vehicle accident involving a minor and a box truck. The Lin family retained Rubano to represent them in their claim against the box truck and signed a retainer agreement that same day. At the time of the consultation, Rubano did not have the police report and was unaware of the identity of the box truck.

The law firm does not perform a conflict of interest check until a retainer agreement is signed with the law firm. As discussed above, a conflict check was performed for Monks on March 7, 2022, the day he signed the retainer agreement. Here, the Lin family was not entered into the law firm's conflict of interest software program, Time Matters, or secondary Word document list

SGC, with instructions that to the extent practicable, the same reviewing committee was to address various issues and to file a revised decision, resulting in the revised decision of September 30, 2025.

as a client until March 21, 2022. Typically, an assistant in the law firm is provided with the new client intake form, which is then used to open the law firm file. While opening the files, the matter is entered into Time Matters and the separate, secondary Word document list containing names of clients and defendants. Time Matters and the Word document are not updated at the time of consultation, but after a retainer agreement is signed.

On March 21, 2022, after entering the Lin family information into their system, the law firm discovered the conflict of interest between the law firm and Monks, and between the law firm and the Lin family. Weber informed Rubano, and the two discussed how to resolve the matter. On March 23, 2022, Weber contacted Monks and informed him that the law firm had a conflict of interest. Weber explained that Rubano had consulted with a third party who had been involved in a motor vehicle collision with a truck owned by Monks' company, and that a minor had been in critical condition as a result.

On March 30, 2022, Weber informed Monks that Monks would need to sign a waiver for Weber to continue to represent him. Weber drafted and provided to Monks for his review and signature a waiver which stated that Monks was currently represented by the law firm, and that the firm had been consulted by a potential client relative to a motor vehicle collision where 2 Young Studs Moving, LLC is likely a defendant. The waiver referred to the Lin family as a potential client and did not state that the Lins had already retained the law firm. [5]

[5] The record includes Weber's admission that the waiver, which he prepared, was poorly drafted and inaccurate.

Also on March 30, 2022, despite the conflict of interest, the law firm sent a letter to the insurance carrier for Monks' company. The letter indicated that the law firm represented the Lin family in connection with a motor vehicle collision and a truck owned by Monks' company. [6]

On April 1, 2022, Monks texted Weber indicating that he was not comfortable signing the waiver. Monks also asked Weber via text to discontinue working with the Lin family. On April 6, 2022, Weber informed Monks that Rubano had been retained by the Lin family before Monks had retained the law firm and as a result, the law firm could not proceed with representing Monks.

On April 7, 2022, the law firm filed a Motion to Withdraw Appearance in the Purcell lawsuit. [7] Rubano continued to represent the Lin family in their personal injury claim after the motion was filed.[8] On April 22, 2022, Monks filed grievance complaints against Weber and Rubano.

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[6] As evidenced by the record, the letter of representation, which was sent over Rubano's name and listed Rubano's individual juris number, opened a claim against Monk's company, provided a copy of the police report, advised the carrier that they could speak with the Lins regarding the property damage claim only, and requested all recorded telephone conversations as well as the total liability policy limits.

[7] The court has taken judicial notice of the motion to withdraw appearance and as well as the appearances for Monks and Monks' company in the Purcell lawsuit. The motion to withdraw appearance, dated April 7, 2022, was not filed with the court until April 18, 2022, under the incorrect e-filing caption of "motion for order." The motion was never adjudicated. Instead, Monks filed an in lieu of appearance to represent himself on April 22, 2022, and a new law firm filed an in lieu of appearance on behalf of Monks' company on August 15, 2022. As such, Rubano and Weber's law firm continued to represent Monks' company as counsel of record until August 15, 2022. See Practice Book Section 3-9, et seq. Cf *Mitchell v. Guardian Systems, Inc.*, 72 Conn. App.158,165, 804 A2d 1004,1009, cert denied 262 Conn. 903, 810 A2d 269 (2002) (an attorney continues to represent a client until discharged by the client or the motion to withdraw appearance is granted); Rule 1.16(c), Declining or Terminating Representation ("(a) lawyer must comply with applicable law requiring notice to or permission of a tribunal when terminating a representation.") With respect to work done by Weber on behalf of Monks following the discovery of the concurrent conflict, Monks testified to negotiations and work done by Weber through the entire month of March, including reaching out to Purcell, while his affidavit stated that no substantive work had been done on his file other than filing the appearance, and Weber's affidavit averred that nothing had happened in the Purcell lawsuit following the April 22, 2022 filing of the grievance complaint by Monks.

[8] The revised decision noted that there were no affidavits or testimony from Rubano or Weber as to whether any work continued on behalf of the Lin family after the discovery of the conflict of interest and while the issue regarding the waiver was pending with Monks. The revised decision "presumed" that the law firm kept the Lin family as a client and continued to negotiate the claim with the insurance company. Additionally, the revised decision noted there was no evidence in the record that suggested that Rubano informed the Lin family of the

The revised decision stated that it had also considered the following. Monks testified that the language of the waiver led him to believe that he was represented by the law firm before the Lin family retained the law firm, and that Weber informed him that the law firm would ultimately represent the Lin family and needed both parties to sign the waiver. Monks testified that Weber stated that Weber's familiarity with both cases and Monks' background would benefit Monks. Monks testified that he did not understand if he had retained the law firm first or if the Lin family had and that he was given inconsistent information on the matter by the law firm.[9] Rubano testified that he first spoke with Monks when Monks contacted the law firm regarding potential representation in the Purcell lawsuit and that Rubano referred him to Weber, as Rubano only did plaintiff's personal injury work. Rubano testified that, beyond pleasantries, he did not have any detailed conversations with Monks. Weber testified that he believed he and Monks could proceed with the law firm representing both parties, as the cases stemmed from different circumstances, if the parties agreed to waive any actual or potential conflicts of interest. Weber testified that he was unsure if Rubano had ever discussed a waiver with the Lin family.

"In reviewing a decision of the Statewide Grievance Committee to issue a reprimand, neither the trial court nor this court takes on the function of a fact finder. Rather, our role is limited to reviewing the record to determine if the facts as found are supported by the evidence contained within the record and whether the conclusions that follow are legally and logically correct."

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conflict of interest after it was discovered. As discussed above, however, the law firm sent a letter of representation on behalf of the Lin family nine days after the conflict of interest was discovered. The "presumption" that the law firm kept the Lin family as a client after the conflict was discovered is supported by evidence in the record at least through early April. The presumption that the law firm continued to negotiate or work on the file after that time period, while clearly erroneous and unsupported by any evidence in the record, is immaterial to the findings of misconduct in the revised decision.

[9] Monks also testified that the circumstances surrounding how the conflict was handled by a law firm he had trusted led to mental stress and anguish, financial stress, inconvenience, and prejudice.

(Internal quotation marks omitted). Somers v. Statewide Grievance Committee, 245 Conn. 277, 290, 715 A.2d 712 (1998). "Factual findings of the reviewing committee are reviewed under the clearly erroneous standard. Although the [S]tatewide [G]rievance [C]ommittee is not an administrative agency ... the court's review of its conclusions is similar to the review afforded to an administrative agency decision. The burden is on the [S]tatewide [G]rievance [C]ommittee to establish the occurrence of an ethics violation by clear and convincing proof. Upon appeal, the court shall not substitute its judgment for that of the Statewide Grievance Committee or reviewing committee as to the weight of the evidence on questions of fact. The court shall affirm the decision of the committee unless the court finds that substantial rights of the respondent have been prejudiced because the committee's findings, inferences, conclusions, or decisions are ... (5) clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record." (Citations omitted; internal quotation marks omitted). Cohen v. Statewide Grievance Committee, 339 Conn. 503, 261 A2d 722 (2021).

Here, Rubano alleges in his complaint that (a) the decision is affected by error of law and is contrary to applicable law; (b) the decision is clearly erroneous in view of the reliable, probative and substantial evidence on the whole record; and (c) the decision is arbitrary or capricious and characterized by an abuse of discretion or clearly unwarranted exercise of discretion.

"[T]he clearly erroneous standard ... is the preferable standard of review in attorney grievance appeals.... The clearly erroneous standard of review provides that [a] court's determination is clearly erroneous only in cases in which the record contains no evidence to support it, or in cases in which there is evidence, but the reviewing court is left with the definite and firm conviction that a mistake has been made....Additionally, because the applicable standard of proof for determining whether an attorney has violated the Rules of Professional Conduct is clear and convincing evidence ... we must consider whether the [fact finder's] decision was based on clear and convincing evidence.... [C]lear and convincing proof denotes a degree of belief that lies between the belief that is required to find the truth or existence of the [fact in issue] in an ordinary civil action and the belief that is required to find guilt in a criminal prosecution.... [The burden] is sustained if evidence induces in the mind of the trier a reasonable belief that the facts asserted are highly probably true, that the probability that they are true or exist is substantially greater than the probability that they are false or do not exist." (Citations omitted; internal quotation marks omitted.) *Chief Disciplinary Counsel* v. *Zelotes*, 152 Conn. App. 380, 386, 98 A.3d 852, cert. denied, 314 Conn. 944, 102 A.3d 1116 (2014).

RULE 1.7(a)(2)

The reviewing committee, in its revised decision, found by clear and convincing evidence that Rubano's conduct violated Rule 1.7(a)(2), on the basis that Rubano's representation of the Lin family in their personal injury claim involved a concurrent conflict of interest in violation of Rule 1.7(a)(2), in that there was a significant risk that Rubano's representation of the Lin family would be materially limited by Weber's representation and responsibility to Monks, and the representation of Monks would be and was materially limited by Rubano's representation of the Lin family. In support of its finding, the reviewing committee referenced the letter sent to Monks' insurance carrier while Monks was represented by the law firm, that Rubano had discussed with Weber how to best resolve the conflict and that Rubano had actual knowledge of the conflict, and that Rubano failed to have the law firm halt work on either file when the conflict was discovered.[10]

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[10] The revised decision added as a basis for the Rule 1.7(a)(2) violation Rubano's failure to discharge the Lin family as a client despite knowing of the conflict of interest. The court notes that SGC now concedes, and the court agrees, that Rubano did not violate Rule 1.7(a)(2) by not immediately withdrawing from representation of the Lin family.

Rubano acknowledges that a conflict of interest existed where Weber represented Monks at the same time Rubano represented the Lin family in their claim against Monks. Rubano takes the position that sending the letter to Monks' insurer while trying to resolve the conflict is insufficient in and of itself to establish a Rule 1.7(a)(2) violation, arguing that it was a ministerial task carried out by staff and that the letter was a standard letter that was sent "inadvertently."

The reviewing committee found by clear and convincing evidence that while Rubano represented the Lin family and had actual knowledge of the conflict with Monks, his law firm sent the letter on behalf of the Lin family to Monks' insurance carrier. This finding was supported by reliable, probative, and substantial evidence in the record. The record contained evidence that Rubano knew that it was standard practice for the law firm to send letters of representation when files were opened, and that the letter to Monks' carrier, which requested Monks' policy limits, asked for any recorded telephone conversations, made clear that Rubano was representing the Lin family in their claim against Monks, and opened a claim, was sent out in the ordinary course of business once the law firm learned who the carrier was, all of which contradicts Rubano's claim that the letter to Monks' carrier was sent out inadvertently. As evidenced in the record, after meeting with the Lins, Rubano gave the intake form, signed fee agreement, and HIPAA authorization to his staff. After obtaining the police report, his staff identified all adverse parties and the insurance company, opened the file in Time Matters and searched for conflicts. [11] Nine days after the conflict was discovered and after Rubano and Weber discussed how to best handle the conflict, the law firm sent the letter over Rubano's name and juris number to the insurance company to open the claim.

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[11] Rubano testified to the importance of obtaining the identity of the adverse party and insurance company so that "we can send notice letters out."

There is no evidence in the record to suggest that the letter was sent to Monks' carrier inadvertently, accidentally, or by mistake, or that Rubano was somehow prevented from delaying the letter from being sent. To the contrary, the only evidence in the record regarding Rubano's actions following his conversation with Weber as to how best to resolve the concurrent conflict was the letter sent over his signature and juris number. The letter, along with Weber's April 6, 2022 conversation with Monks, supports an inference that Rubano intended to represent the Lins, and not that the letter was sent inadvertently. Despite the unresolved concurrent conflict of interest, by sending the letter, Rubano took an affirmative step in advancing a claim against the law firm's own client.

Rubano also posits that there are instances where a lawyer may need to protect both clients' interests while trying to resolve a conflict of interest. The court agrees with this proposition. Rubano argues that here, it was important to notify Monks' insurance carrier not to speak with the Lins regarding their personal injury claim. The record is devoid of any evidence that it was either necessary or even important to notify Monks' carrier that they could only speak with the Lins regarding their property damage claim but not their personal injury claim prior to the resolution of the concurrent conflict. Even had such evidence existed or if such an inference could reasonably be made, the fact is that the record was supported by reliable, probative, and substantial evidence that the letter at issue was an affirmative step towards bringing a claim that went well beyond cautioning Monks' carrier not to speak with the Lins regarding their personal injury claim.

The revised decision rests on sufficient factual findings to support the finding of the Rule 1.7(a)(2) violation and the plaintiff has not met its burden of proof establishing an error of law.

RULE 8.4(4)

The revised decision found, by clear and convincing evidence, that Rubano violated Rule 8.4(4) by engaging in conduct prejudicial to the administration of justice, by knowingly continuing to represent a client after a concurrent conflict of interest was discovered, and by failing to halt work on behalf of the Lin family until the conflict was resolved.

Rubano argues that the evidence does not support a separate Rule 8.4(4) violation as there was no prejudice or harm, the letter did not adversely affect either client's claim, the letter did not advance any position on the Lin's personal injury claim, and that the law firm did the right thing by withdrawing.

"(R)ule 8.4(4) casts a wide net over an assortment of attorney misconduct." O'Brien v. Superior Court, 105 Conn. App. 774, 805, 939 A.2d 1223 (citations omitted; internal quotation marks omitted) (*DiPentima, J.,* concurring in part and dissenting in part), cert. denied. See e.g. Chief Disciplinary Counsel v. Zelotes v. Statewide Grievance Committee, 152 Conn. App. 380, 98 A3d 352 (2014), (also involving violations of Rule 1.7(a)(2) and 8.4(4) and affirming both Rule 1.7(a)(2) and 8.4(4) violations where the attorney was engaged in an intimate relationship with a client).

Here, the finding of the Rule 8.4(4) violation is supported by reliable, probative, and substantial evidence in the record that Rubano engaged in misconduct by simultaneously sending a claim letter against a current client of the law firm while knowing that the law firm also represented the same client and that a concurrent conflict of interest existed. Even disregarding the evidence in the record regarding Monks' claims of harm and prejudice, Rubano's conduct both ignores the protections created by our rules of practice and damages the public's perception of our justice system. The process of representing clients, making claims, and resolving disputes is at the heart of our civil justice system, and here, on these facts, the reviewing committee, in its revised decision, reached a legal and logical conclusion that Rubano engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4(4). The revised decision rests on sufficient factual findings and logically and legally supports the finding of the Rule 8.4(4) violation.

DISCIPLINE IMPOSED

Finally, Rubano argues that the sanction imposed for the Rule 1.7(a)(2) and Rule 8.4(4) violations, a reprimand and three credit hours of CLE in legal ethics and three credit hours of CLE in law office management, is arbitrary and capricious. Rubano points out that the reviewing committee, in their revised decision, imposed the same disciple for Rubano and Weber, and also argues that a reprimand is unduly harsh.

"[T]he trial court possesses inherent judicial power, derived from judicial responsibility for the administration of justice, to exercise sound discretion to determine what sanction to impose in light of the entire record before it.... It is well established that in sanctioning an attorney for violations of the [rules], courts are, as they should be, left free to act as may in each case seem best in this matter of most important concern to them and to the administration of justice.... Whether this court would have imposed a different sanction is not relevant. Rather, we must determine whether the trial court abused its discretion in determining the nature of the sanction.... We may reverse the court's decision [in sanctioning an attorney] only if that decision was unreasonable, unconscionable or arbitrary, and was made without proper consideration of the facts and law pertaining to the matter submitted." (Internal quotation marks omitted.) *Mills* v. *Statewide Grievance Committee*, 228 Conn. App. 852, 866, 326 A.3d 309 (2024), cert. granted, 351 Conn. 903, 329 A.3d 240 (2025). If a court disciplines an attorney, it does so not to mete out punishment to an offender, but [so] that the administration of justice may be safeguarded and the courts and the public protected from the misconduct or unfitness of those who are licensed to perform the important functions of the legal profession. (Internal quotation marks omitted.) *Disciplinary Counsel* v. *Serafinowicz*, 160 Conn. App. 92, 98, 123 A.3d 1279, cert. denied, 319 Conn. 953, 125 A.3d 531 (2015).

Here, the reviewing committee made specific factual findings addressing and identifying different conduct for Rubano and Weber, both of whom also have differing disciplinary histories. The court also notes that the misconduct at issue implicates a breach of loyalty owed to a client. See *Grievance Committee* v. *Lessner*, 152 Conn. 59, 65 (1964) (affirming sanction of reprimand, where law firm brought a personal injury action against a client they were representing in a collection case, stating "(w)hen a client engages the services of a lawyer in a given piece of business he is entitled to feel that, until the business is disposed of in some manner, he has the undivided loyalty of the one upon whom he looks as his advocate and his champion").

The reviewing committee, in its revised decision, has neither acted arbitrarily nor abused its discretion, and the court will not substitute its judgment for that of the reviewing committee.

For the foregoing reasons, there is reliable, probative and substantial evidence in the record to support the findings and the legal and logical conclusions that Rubano violated Rules 1.7(a)(2) and 8.4(4). The discipline imposed in the revised decision is not arbitrary or capricious and the reviewing committee did not abuse its discretion in fashioning the sanction it imposed. For all the foregoing reasons, the revised decision of the SGC is upheld and the appeal is dismissed.

BELLIS,J.

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Ferraro, Ronald

From: Ferraro, Ronald
Sent: Monday, March 30, 2026 3:29 PM
To: 'rmf@frostbussert.com'; Staines, Brian; Palo, Grace; Odlum, Tracy
Subject: UWYCV246081949S RUBANO, LOUIS M. V. STATEWIDE GRIEVANCE COMMITTEE
Attachments: UWY CV24-6081949 Rubano v SGC Memo of Decision 3-30-26.pdf

Counsel,

Judge Bellis has issued her Memorandum of Decision in the above captioned case. That decision is in the file at #121 and I have attached a PDF copy to this email for your convenience.

Do not hesitate to contact me with any questions or issues.

Thanks
Ron