

FILED

December 12 2024

**COMMISSION ON
JUDICIAL PERFORMANCE**

STATE OF CALIFORNIA

BEFORE THE COMMISSION ON JUDICIAL PERFORMANCE

INQUIRY CONCERNING
JUDGE MICHAEL J. CARROZZO,

No. 210

NOTICE OF FORMAL PROCEEDINGS

To Michael J. Carrozzo, a judge of the Santa Barbara County Superior Court from June 2014 to the present:

Preliminary investigation pursuant to Rules of the Commission on Judicial Performance, rules 109 and 111, having been made, the Commission on Judicial Performance has concluded that formal proceedings should be instituted to inquire into the charges specified against you herein.

By the following allegations, you are charged with willful misconduct in office, conduct prejudicial to the administration of justice that brings the judicial office into disrepute, and improper action, within the meaning of article VI, section 18 of the California Constitution, which provides for the removal, censure, public admonishment, or private admonishment of a judge or former judge.

COUNT ONE

In 2017 and 2018, you served as the Assistant Presiding Judge of the Santa Barbara County Superior Court. In 2019 and 2020, you served as the

Presiding Judge of the Santa Barbara County Superior Court. During those years, Sara Eklund – who was known during some of that timeframe by her married name, “Sara Romero” – was one of two judicial secretaries assisting the criminal judges in the South County division of the court. Ms. Eklund was originally hired by the court in 2016, and she remained a judicial secretary until approximately April 2022. Until approximately July 2020, the court’s telephone list identified Ms. Eklund as your assigned judicial secretary.

In 2018, 2019, and 2020, you engaged in the unauthorized practice of law, as detailed herein.

A. On or about October 19, 2018, Ms. Eklund was involved in a traffic accident in Santa Barbara County. Ms. Eklund subsequently sought to obtain reimbursement from the other driver’s insurance companies: Alliance United (now, Kemper Auto) and The Rawlings Group.

On October 26, 2018, while you were serving as Assistant Presiding Judge of the Santa Barbara County Superior Court, you used your court email account to send an email to Ms. Eklund’s court email account.¹ Your email to Ms. Eklund provided draft language for Ms. Eklund to send to the insurance company. You composed and provided the draft language for Ms. Eklund’s use and benefit. The draft language was styled as if from Ms. Eklund to the insurance company and acknowledged that Ms. Eklund spoke with the insurance company, expressed gratitude that the unnamed addressee at the insurance company would be handling the claim, and inquired whether the insured party had contacted the insurance company.

On October 31, 2018, you sent Ms. Eklund an email containing four draft messages for Ms. Eklund to send to the insurance company on four

¹ In this Notice of Formal Proceedings, all references to emails between you and Ms. Eklund refer to emails that were sent to or from your respective official superior court email accounts.

specific, future dates. You composed and provided all four messages for Ms. Eklund's use and benefit. The messages were styled as if from Ms. Eklund to the insurance company. Language included in the third message you prepared for Ms. Eklund stated: "I do not want to retain counsel to handle this matter. However, if you do not respond to settle this claim within 48 hours I will pursue all my legal options." The fourth message you prepared for Ms. Eklund cited case law and statutory authority, highlighted the insurance company's potential legal liabilities, and demanded "repair of [her] vehicle, reimbursement of medical expenses in the amount of \$240 for 4 massage treatment[s] ([\$]60 per treatment) and \$800 in pain and suffering."

In your October 31, 2018 email to Ms. Eklund, you advised her that, if the other driver's insurance company did not respond to any of the four messages, Ms. Eklund could file a claim with her own insurance company, hire an attorney, or let you "handle it." You wrote to Ms. Eklund, "I promise a good result, but it may get ugly!" Ms. Eklund responded by email: "Thanks, I'm on it! Or you are, but you know what I mean."

On November 6, 2018, you sent Ms. Eklund an email asking whether she had heard anything from the insurance company. When Ms. Eklund responded that she had not heard anything since the prior week, you sent Ms. Eklund an email containing a draft message for her to send to the insurance company, inquiring about the status of her claim. You composed and provided the message for Ms. Eklund's use and benefit. The language of the draft message you provided to Ms. Eklund was substantially similar to one of the four draft messages that you provided to Ms. Eklund in your October 31, 2018 email. Ms. Eklund replied (by email) that she had used the suggested message language the "last time" she contacted the insurance company. She also told you that she would ask the

insurance company for an update. You responded (by email), “Perfect, a little wincing in the background would be a nice touch.”

Your reference to “wincing in the background” suggested that Ms. Eklund, when communicating with the insurance company, should exaggerate the degree of physical injury, pain, or discomfort that she was experiencing.

On November 15, 2018, you emailed Ms. Eklund a lengthy draft message to the insurance company, arguing in support of her claim and citing additional case law and statutory authority. You composed and provided the draft message for Ms. Eklund’s use and benefit. The draft correspondence (styled as if from Ms. Eklund to the insurance company) demanded repair of Ms. Eklund’s vehicle and “reimbursement of medical expenses in the amount of \$240 for 4 massage treatments (\$60 per treatment) and \$800 in pain and suffering.” The draft correspondence stated that if the claim was not resolved promptly,

I [Ms. Eklund] will file a claim with my insurance company who will seek full subrogation against Alliance United far exceeding my minimal request. I will also retain counsel and pursue [*sic*] all my rights for a claim of bad faith against Alliance United seeking punitive damages, and civil actions against the driver and your insured (which your company will be forced to defend despite your assertions). I would prefer to resolve this minor claim quickly and without the need for litigation. However, you can rest assured that I will not be taken advantage of and will fully enforce my rights.

Ms. Eklund responded to your email, “I love it when you go full lawyer on me.”

In your November 15, 2018 email to Ms. Eklund, you also advised her that, if the other driver's insurance company denied coverage, instead of filing a claim with Ms. Eklund's insurance company, "we can write the owner and driver threatening legal action." You continued: "If they won't pay we will file a small claims case against the driver, owner and [insurance company] (easy I will do it all for you)... If none of that works then we can file a claim with your [insurance] company, but we will increase the pain and suffering to cover the deductible... If you don't want to deal with it at all[,] I have an attorney friend that will handle everything for you no charge."

On November 26, 2018, you emailed Ms. Eklund another draft message to the insurance company. You composed and provided the draft message for Ms. Eklund's use and benefit. The draft message (styled as if from Ms. Eklund to the insurance company) requested coverage for two additional massage treatments and detailed Ms. Eklund's claimed pain and suffering. The subject of your email to Ms. Eklund was, "Send it today...after you proofread you [*sic*] of course."

On November 27, 2018, you emailed Ms. Eklund a draft follow-up message to send to the insurance company. You composed and provided the draft message for Ms. Eklund's use and benefit. The subject line of your email to Ms. Eklund was "Email for tomorrow morning - this is a soft one to shift the paradigm." Ms. Eklund responded that the language in your draft follow-up message was "much nicer than [she] would be... if [she] was left to [her] own devices." You replied, "We have to keep our eyes on the prize \$\$\$\$\$\$."

On December 3 and 7, 2018, you emailed Ms. Eklund additional follow-up messages for her to send to the insurance company. You composed and provided the additional follow-up messages for Ms. Eklund's use and benefit. The follow-up messages were styled as if

from Ms. Eklund to the insurance company, and the subject line of each of your emails containing the follow-up messages indicated the day on which Ms. Eklund should send the follow-up message that you composed for her. The December 3 draft message stated that “the stress and hardship caused by the accident are intensified by the [insurance company’s] delay in adjudication,” adding, “I [Ms. Eklund] would prefer to handle this case without the need for litigation and regulatory action.” The December 7 draft message argued that the insurance company’s “liability has been clearly established” and demanded that the company “make a decision on this claim now.” The December 7 message offered to settle the case for \$2,500 and also threatened – if the claim were denied – to sue the insured “for damages,” sue the insurance company “for bad faith,” and report the matter “to the California Insurance Commissioner.”

On December 18, 2018, you emailed Ms. Eklund another draft message (styled as if from Ms. Eklund to the insurance company), which demanded \$240 for 12 hours of “lost wages” and increased Ms. Eklund’s pain and suffering claim to \$1,200. You composed and provided the draft message for Ms. Eklund’s use and benefit. The message offered for Ms. Eklund, “[a]s an employee of the State of California,” to “provide work records” for the insurance company’s review. In response to your email, Ms. Eklund asked you whether she could claim “lost wages” if she used paid sick time to cover the referenced 12 hours.

On December 19, 2018, you sent Ms. Eklund a blank email with an attached Microsoft Word document entitled “sara.employment.letter.” The “employment letter” was a letter on Santa Barbara County Superior Court letterhead, dated December 19, 2018. The letter was signed by you, using your title of Assistant Presiding Judge, and purported to verify that Ms. Eklund had missed 12 hours of work. The letter also purported to verify

Ms. Eklund's job title and hourly wage rate. You composed and provided the employment letter for Ms. Eklund's use and benefit.

On December 20, 2018, you emailed Ms. Eklund a draft message (styled as if from Ms. Eklund to the insurance company), acknowledging Ms. Eklund's receipt of the company's response to her claim and indicating that Ms. Eklund was attaching to the message, "a massage receipt, employment letter and chiropractor invoice." The draft message stated that Ms. Eklund had only been able to find one massage receipt and that Ms. Eklund was not seeking reimbursement for a particular doctor bill. You composed and provided the draft message for Ms. Eklund's use and benefit. When composing the December 20, 2018 draft message for Ms. Eklund to send to the insurance company, you intended and understood that your reference to Ms. Eklund attaching an "employment letter" was a reference to the Microsoft Word document entitled "sara.employment.letter," which you had emailed to Ms. Eklund on December 19, 2018.

On January 15 and 16, 2019, after you began serving as Presiding Judge of the Santa Barbara County Superior Court, you emailed Ms. Eklund draft messages (styled as if from Ms. Eklund to the insurance company) concerning a settlement check, from the insurance company, that did not clear because of insufficient funds. You composed and provided the draft messages for Ms. Eklund's use and benefit.

On August 15, 2019, while you were serving as Presiding Judge, you sent Ms. Eklund an email with a subject line of "Draft" and a brief email message: "Please edit at your leisure." Attached to the email was a draft letter, dated August 16, 2019, purporting to be from "attorney" Michael Carozzo to the insurance company, concerning subrogation of Ms. Eklund's insurance claims. You composed and provided the letter for Ms. Eklund's use and benefit.

You created misleading letterhead for use in connection with the draft letter you provided to Ms. Eklund on August 15, 2019. The letterhead on which the letter was drafted stated, “Michael J. Carrozzo Attorney at Law,” and the address on the attorney letterhead referenced a personal UPS Store mailbox that, at some point, both you and Ms. Eklund used. The letterhead’s appearance was:

MICHAEL J. CARROZZO
Attorney at Law

3905 STATE STREET, SUITE [REDACTED]
SANTA BARBARA, CALIFORNIA 93105

The draft letter stated, “Please be advised that I represent Sara Romero [now Eklund] in regard to this matter. You are hereby directed not to communicate with her in any manner effective immediately. Please direct all correspondences to my office.” You provided your personal cellular telephone number in the letter. Ms. Eklund responded to you by email: “It looks great to me. What happens if they google your name?” Shortly after Ms. Eklund sent that response, you received and read her email.

At some point between your August 15, 2019 email to Ms. Eklund (transmitting the draft letter dated August 16, 2019) and approximately 9:14 a.m. the following morning, you or Ms. Eklund printed out a copy of your draft letter, and you signed the letter. The letter you signed was an identical copy of the draft letter that you emailed to Ms. Eklund on August 15, 2019.

At the time you signed the letter, you knew its contents. You signed the letter with the intention and expectation that either you or Ms. Eklund would transmit the signed letter to the insurance company. At the time you

signed the letter, you knew that, as a judge, you were not an active licensee of the California State Bar and were not permitted to practice law.

At approximately 9:14 a.m. on August 16, 2019, you or Ms. Eklund transmitted the signed letter to The Rawlings Group by facsimile from the court's administration office. You or Ms. Eklund also modified a copy of the Santa Barbara Superior Court facsimile cover sheet, redacting the court seal but retaining the court's notice of confidentiality and telephone number in the cover sheet's footer. Ms. Eklund completed the modified facsimile cover sheet by longhand. The completed, modified facsimile cover sheet reflected that it was "From: Michael J. Carrozzo" and included your personal cellular telephone number and the court's facsimile number as the sender's contact information.

Your August 16, 2019 letter to The Rawlings Group was knowingly dishonest and deliberately misleading. By identifying yourself as an "attorney at law," advising that you represented Ms. Eklund, and directing the recipient not to communicate with Ms. Eklund directly, you misrepresented material facts and intentionally conveyed the false representation that you were entitled to practice law at that time.

On or before November 12, 2019, you engaged in one or more conversation(s) with Mr. Brock Lloyd, a representative of The Rawlings Group, concerning Ms. Eklund's claim. On November 12, 2019, Mr. Lloyd left you a voicemail message concerning Ms. Eklund's claim. Mr. Lloyd left the voicemail message for you, rather than for Ms. Eklund, because you had identified yourself to The Rawlings Group, in your August 16, 2019 letter, as an attorney representing Ms. Eklund in connection with her claim. You had provided The Rawlings Group with your contact information, and you had "directed" The Rawlings Group not to communicate with Ms. Eklund "in any manner." You also instructed The Rawlings Group to "direct all correspondences to my office."

On November 13, 2019, you called Mr. Lloyd from your personal cellular telephone, and you spoke with Mr. Lloyd for nearly three minutes. The following informal transcript reflects the telephone conversation between you and Mr. Lloyd.

BROCK: Thank you for calling The Rawlings Company, my name is Brock, this call is being recorded for training and quality purposes, how may I help you?

CARROZZO: Uh, yeah, Mr[.] Lloyd?

BROCK: Yes?

CARROZZO: Hey[.] how are you[.] this is Mike Carrozzo[.] I represent Sara Romero. I got your message yesterday.

BROCK: Alright, yes [s]ir, how are you doing.

CARROZZO: Good, let me give you the , [sic] I think your number is 94117149 if that helps[.]

BROCK: Yes sir, thank you very much. Alright my computer will bring this up here[.]

CARROZZO: Yeah sure[.]

BROCK: Alright so yeah, I believe our, one of our last conversations, um, you were stating that you didn't believe that she was uh I guess insured by Blue Cross of California at the time of the accident. So, and uh, which I think is correct, she didn't become eligible until I believe Eleven One on there with the uh eligibility. However, that's what we are trying to see. If she started using that at that point and was still treating for the accident[.]

CARROZZO: No[.]

BROCK: So, you're saying she only treated [sic] date of accident? Or?

CARROZZO: No, yeah, no, she, she treated she went to a uh massage therapist not through Blue Shield for her treatment for from the accident. She didn't use insurance for anything. So all she got for the accident was some um some massage treatment, so that is what the claim was based on she didn't use Blue Shield for any of.. [sic]

BROCK: So, this Advanced Spine and Sport (inaudible) is for something else? It's not anything related to the accident?

CARROZZO: Nah, it's not anything related, she works out she is a cross fit athlete so she works out all the time so she yeah so it was related to what I think she saw her Blue Shield person for was for her soreness from working out doing cross fit.

BROCK: Okay[.]

CARROZZO: Had nothing to do with the accident.

BROCK: Had nothing to do with the accident? Okay.

CARROZZO: Yeah[.]

BROCK: Um, alright, I will go ahead and note this, um and should be able to get that squared away. And that will put her at zero[.]

CARROZZO: Okay[.]

BROCK: And I will go ahead and send you out a letter closing the file on that, because she is not longer [sic] treating[.] Is that correct?

CARROZZO: No, yeah yeah, she is not treating at all.

BROCK: And what was the last date of treatment? Do you know with the massage therapist?

CARROZZO: It was within a few, a few weeks of the accident. She only got like six treatments[.]

BROCK: Okay, alright, um I will go ahead a [sic] notate that and then I will go ahead and get that over to you. I appreciate you giving me a call back and will go from there[.]

CARROZZO: That's awesome Brock, thank you very much[.]

BROCK: Uh huh okay[.] Bye[.]

Based on your correspondence and conversations with Mr. Lloyd, The Rawlings Group closed the file in Ms. Eklund's favor.

When you spoke on the telephone with Mr. Lloyd and identified yourself as representing Ms. Eklund (then, "Sara Romero"), you knew and intended that Mr. Lloyd believed you to be Ms. Eklund's attorney. When you spoke on the telephone with Mr. Lloyd, you knew that, as a judge, you were not an active licensee of the California State Bar and were not permitted to practice law. Your statements to Mr. Lloyd were deliberately deceptive and misleading. You misrepresented material facts and intentionally conveyed the false representation that you were entitled to practice law at that time.

Your conduct violated canons 1, 2, 2A, 4A, and 4G of the Code of Judicial Ethics, as well as sections 6125 and 6126(a) of the California Business and Professions Code.

B. On November 25, 2018, while you were serving as Assistant Presiding Judge of the Santa Barbara County Superior Court, you emailed Ms. Eklund a draft letter, styled as if from Ms. Eklund to her landlord, objecting to a \$35 rent increase and presenting arguments about the costs of finding a new tenant versus the benefits of keeping Ms. Eklund as a tenant. You composed and provided the letter for Ms. Eklund's use and benefit.

On January 22, 2019, while you were serving as Presiding Judge of the Santa Barbara County Superior Court, you sent Ms. Eklund an email containing two draft messages – labeled “Email 1” and “Email 2” – styled as if from Ms. Eklund to her landlord. You composed and provided the messages for Ms. Eklund's use and benefit. “Email 1” was a short paragraph demanding the return of Ms. Eklund's security deposit and stating that she is entitled to receive the entire security deposit immediately. “Email 2” was a longer paragraph that demanded the return of the security deposit and cited section 1950.5(g) of the Civil Code (requiring the return of a deposit within 21 days). “Email 2” also discussed legal restrictions on what costs a landlord may deduct from a deposit and asserted that a tenant may sue a landlord in small claims court for up to \$10,000 for violations of state law.

Ms. Eklund entered into a new lease in approximately May 2019. On October 8, 2019, while you were serving as Presiding Judge, you sent Ms. Eklund a blank email with two attachments: “termination.easy” and “termination.hard.” “Termination.easy” was a letter (styled as if from Ms. Eklund to her landlord) advising the landlord that Ms. Eklund was terminating the rental agreement as of November 1, 2019. “Termination.hard” was a similar letter that also included citations to legal authority and presented arguments about legal inadequacies that rendered Ms. Eklund's rental agreement void. The “Termination.hard” letter also advised the landlord that the “covenant of habitability” had been breached,

resulting in a “constructive eviction.” You composed and provided the letters for Ms. Eklund’s use and benefit.

Your conduct violated canons 2, 2A, 4A, and 4G of the Code of Judicial Ethics, as well as sections 6125 and 6126(a) of the California Business and Professions Code.

C. On June 29, 2019, Ms. Eklund ordered a mattress from DreamCloud. The company did not deliver the mattress as promised. On July 12, 2019, while you were serving as Presiding Judge of the Santa Barbara County Superior Court, you sent Ms. Eklund an email with a subject line of “Tell me when you’re ready.” The text of your email said, “See draft letter #1.” Attached to the email was a draft letter, dated July 12, 2019, purporting to be from “attorney” Michael Carrozzo to DreamCloud. You composed and provided the letter for Ms. Eklund’s use and benefit.

You created misleading letterhead for use in connection with the draft letter you provided to Ms. Eklund on July 12, 2019. The letterhead on which the letter was drafted stated, “Michael J. Carrozzo Attorney at Law,” and the address on the attorney letterhead referenced a personal UPS Store mailbox that, at some point, both you and Ms. Eklund used. You also included your personal email address and your personal cellular telephone number in the letterhead.

In the letter, you stated that you represented Ms. Eklund and described her as your client. You instructed DreamCloud to refrain from contacting Ms. Eklund and to “refer all correspondence to [DreamCloud’s] corporate counsel.” You also threatened future litigation.

Unfortunately, based on your company’s ineptitude, intentional fraud and continued misrepresentations, my client suffered significant monetary loss and emotional distress. My client intends to pursue all of her legal remedies, including filing complaints with

the Federal Trade Commission, the California Department of Consumer Affairs, and civil actions for punitive damages in Superior Court. [¶] However, in an attempt to resolve this case without time consuming and expensive litigation, please contact me to discuss and [sic] fair and just resolution. Thank you.

Your July 12, 2019 letter to DreamCloud was knowingly dishonest and deliberately misleading. By identifying yourself as an “attorney at law,” advising that you represented Ms. Eklund, directing the recipient not to communicate with Ms. Eklund, and threatening future litigation, you misrepresented material facts and intentionally conveyed the false representation that you were entitled to practice law at that time. When you composed the draft letter, and when you provided a copy of the draft letter to Ms. Eklund, you knew that, as a judge, you were not an active licensee of the California State Bar and were not permitted to practice law.

Your conduct violated canons 1, 2, 2A, 4A, and 4G of the Code of Judicial Ethics, as well as sections 6125 and 6126(a) of the California Business and Professions Code.

D. On June 5, 2020, Ms. Eklund sent you an email with a subject line of “Call to action.” Ms. Eklund’s email stated that she needed “your legal services again” and asked you to prepare a court order concerning an omitted asset for her divorce case in Ventura County Superior Court. You provided Ms. Eklund a draft order entitled, “Stipulation and Order Re Omitted Asset.” The order was captioned with the Ventura County Superior Court name, was formatted on pleading paper, and awarded Ms. Eklund’s Santa Barbara County Employees’ Retirement System (SBCERS) account solely to her. The draft order was based on a template that Ms. Eklund sent to you, but you added information and made changes to the template, including, but not limited to, the pleading paper formatting,

creating the case caption, and changing bracketed language. You provided the completed draft order for Ms. Eklund’s use and benefit. The draft order contained blank signature lines for Ms. Eklund, her ex-husband, an SBCERS representative, and a Ventura County Superior Court judge.

On April 28, 2021, a signed version of the “Stipulation and Order Re Omitted Asset” that you prepared for Ms. Eklund was filed in the Ventura County Superior Court case of *Christian Andres Romero v. Sara Maaria Romero*, No. D387382.

Your conduct violated canons 2, 2A, 4A, and 4G of the Code of Judicial Ethics, as well as sections 6125 and 6126(a) of the California Business and Professions Code.

E. In October 2019, Ms. Eklund sold her car, a 2008 Ford Focus. On January 13, 2020, you emailed Ms. Eklund a draft letter, styled as if from Ms. Eklund to the California Department of Motor Vehicles (DMV), West Coast Auto & Towing, and Lien Machine, Inc., concerning a new registered owner. You composed and provided the letter for Ms. Eklund’s use and benefit. The letter disavowed financial responsibility for the vehicle, denied that Ms. Eklund was the registered or legal owner of the vehicle, and stated, “Pursuant to CVC 5900, a properly executed Notice of Sale (Form #HSMV 82050) was filed with the State of Florida, Department of Highway Safety and Motor Vehicles. (Enclosed)[.]” Although you listed Ms. Eklund’s name in the letter’s signature area, you included your personal cellular telephone number for the recipient(s) to call with “any question regarding the letter.”

Your conduct violated canons 2, 2A, 4A, and 4G of the Code of Judicial Ethics, as well as sections 6125 and 6126(a) of the California Business and Professions Code.

COUNT TWO

The allegations set forth in count one are incorporated by reference.

A. In your August 1, 2023 response to the commission’s March 30, 2023 preliminary investigation letter, you suggested that your violation of canon 4G of the Code of Judicial Ethics, which prohibits judges from practicing law, was “unintentional.” You stated that you “did not believe, at the time, that providing sample letters to [Ms. Eklund] with respect to her insurance claim was engaging in the practice of law.” You also stated that “now” you recognize “that the sample letters, especially the letters which cited to legal authorities, went beyond providing basic legal information to [Ms. Eklund] or acting as a scrivener; instead, the sample letters could reasonably be perceived as advocacy on [Ms. Eklund’s] behalf.”

These statements and representations – individually and when considered together – were false, misleading, and reflected a lack of candor with the commission. At the time you created the letters to DreamCloud and The Rawlings Group, which were prepared on “attorney at law” letterhead, you knew and intended that any recipient of those letters would understand and believe you to be an attorney representing Ms. Eklund in her business with the company. When you signed the letter to The Rawlings Group, you knew and intended that any recipient of that letter would understand and believe you to be an attorney representing Ms. Eklund in connection with her insurance claim. By instructing the recipient of those letters to cease communicating with Ms. Eklund and, instead, direct all communications to you, you knew and intended that the recipient would understand and believe that you were an attorney representing Ms. Eklund. When you spoke by telephone with Mr. Lloyd, of The Rawlings Group, and you told him that you represented Ms. Eklund (then, Ms. “Romero”), you knew and intended that Mr. Lloyd understood and believed you to be an attorney representing Ms. Eklund.

In each instance, you knew, at that time, that your actions and the language in the letters “went beyond providing basic legal information to

[Ms. Eklund] or acting as a scrivener.” In each instance, you knew, at that time, that your actions and the language in the letters “could reasonably be perceived as advocacy on [Ms. Eklund’s] behalf.” In each instance, you intended, at that time, to present yourself and to act as Ms. Eklund’s attorney in connection with her dealings with each company.

You knew or should have known that those statements and representations, in your August 1, 2023 response to the commission, were false or misleading.

Your conduct violated canons 1, 2, 2A, 3, 3C, and 3D(4) of the Code of Judicial Ethics.

B. In your August 1, 2023 response to the commission’s March 30, 2023 preliminary investigation letter, with respect to your August 16, 2019 letter to The Rawlings Group, you stated through counsel, “Since the draft correspondence was not sent, Judge Carrozzo does not believe that a misrepresentation of fact can be said to have been made.” You also stated through counsel, “[T]he identification of himself as an ‘attorney at law’ does not constitute a material misrepresentation of fact since it was not communicated.”

The commission’s March 30, 2023 preliminary investigation letter also requested that you provide “all correspondence and communications sent to United Alliance and/or The Rawlings Group.” Your August 1, 2023 response did not contain the requested records or otherwise address the commission’s request. On August 10, 2023, the commission sent you a follow-up letter, noting your failure to comply with the March 30, 2023 request and requesting, again, that you provide all correspondence and communications sent from you or Sara Eklund (then, Sara Romero) to United Alliance and/or The Rawlings Group, related to the October 2018 vehicle collision involving Ms. Eklund. In your August 14, 2023 response to the commission’s August 10 follow-up letter, you stated that you “did

not send any correspondence or communications to either United Alliance or the Rawlings Group.”

These statements and representations were false, misleading, and reflected a lack of candor with the commission. You knew or should have known that those statements and representations, in your August 1 and August 14, 2023 responses to the commission, were false or misleading.

Your conduct violated canons 1, 2, 2A, 3, 3C, and 3D(4) of the Code of Judicial Ethics.

C. In your August 1, 2023 response to the commission’s March 30, 2023 preliminary investigation letter, you stated through counsel, “Judge Carrozzo does not believe that any false impression that he was entitled to practice law was conveyed to anyone.” With respect to your August 16, 2019 letter to The Rawlings Group, you stated that “to the best of [your] knowledge and recollection the letter was never sent to the intended recipient or anyone else.” You stated through counsel, “Although Judge Carrozzo drafted the letter and acknowledges that it was improper to do so, to the best of his knowledge and recollection the letter was not sent.” You also stated that you do not believe that your reference to yourself as an attorney at law “can properly be characterized as a misrepresentation of material fact since to the best of [your] knowledge and recollection, the draft correspondence was not sent to either Mr. Lloyd or anyone else.”

These statements and representations were inaccurate, incomplete, misleading, and reflected a lack of candor with the commission. You knew or should have known that those statements and representations, in your August 1 response to the commission, were inaccurate, incomplete, or misleading.

Your conduct violated canons 1, 2, 2A, 3, 3C, and 3D(4) of the Code of Judicial Ethics

COUNT THREE

The allegations set forth in count one are incorporated by reference.

In 2018, 2019, and 2020, you misused your judicial title and the prestige of judicial office for the benefit of yourself or others, as follows.

A. On or about December 19, 2018, in connection with Ms. Eklund's October 2018 traffic accident, you composed and provided an "employment verification" letter for Ms. Eklund to send to the insurance company. You prepared the letter on Santa Barbara County Superior Court judicial chambers letterhead, signed it as Assistant Presiding Judge, and purported to verify Ms. Eklund's job title and her hourly wage rate. Your letter also purported to verify that Ms. Eklund "missed" four hours of work on December 4, 2018, and eight hours of work on December 5, 2018. You included your judicial email address at the end of the letter, in case the recipient had "any questions or require[d] additional information."

When you composed the December 19, 2018 "employment verification" letter, you did not have authority to verify Ms. Eklund's employment information, including her job title, hourly wage, and attendance record, as you were not an employee of the court and did not have access to the Human Resources Department's court employee database or payroll records. Only employees in the Human Resources Department have access to the data needed to verify a court employee's employment information.

Your conduct constituted an abuse of authority and violated canons 2, 2A, 2B(1), and 2B(2) of the Code of Judicial Ethics

B. On November 4, 2019, you sent Ms. Eklund a blank email with a subject line reading "How's this?" and an attached, unsigned letter addressed to the Department of Motor Vehicles. You composed and provided the letter for Ms. Eklund's use and benefit. The attached letter contained the notation "Re: Employment Verification," was written on

Santa Barbara County Superior Court judicial chambers letterhead, and included a signature block with your name and your title of “Presiding Judge.” Your letter stated that Ms. Eklund was a full-time court employee and purported to verify Ms. Eklund’s employment start date, job title, and the social security number, date of birth, and address that the court had “on file” for Ms. Eklund. You included your judicial email address and your direct chambers telephone number, in case the recipient had “any questions.” The address that you identified as Ms. Eklund’s address “on file” with the court was the same UPS mailbox that you previously used on your “attorney at law” letterhead.

When you composed the November 4, 2019 “employment verification” letter to the Department of Motor Vehicles, you did not have authority to verify Ms. Eklund’s employment information, including her start date, her job title, and her personal information “on file” with the court. You were not an employee of the court and did not have access to the Human Resources Department’s court employee database or payroll records. Only employees in the Human Resources Department have access to the data needed to verify a court employee’s employment information. Additionally, only the Human Resources Manager has the authority to send forms and employee information to the Department of Motor Vehicles on behalf of the court. On November 4, 2019, the address that the court had “on file” for Ms. Eklund was not the address that you identified in your letter to the Department of Motor Vehicles.

Your conduct constituted an abuse of authority and violated canons 1, 2, 2A, 2B(1), and 2B(2) of the Code of Judicial Ethics.

C. On or about October 26, 2018, you personally requested and obtained an unredacted copy of the California Highway Patrol (CHP) collision report relating to Ms. Eklund’s October 2018 traffic accident. You requested and obtained the CHP report for Ms. Eklund’s use and

benefit. Using your official judicial email account, you contacted CHP Officer Jonathan Gutierrez (whom you knew from your past work as a prosecutor) to obtain a copy of the CHP report. In your email exchange with Officer Gutierrez, each email from you contained a signature block with your judicial title, your official judicial email address, your direct chambers telephone number, and a copy of the court seal. In Officer Gutierrez's first email response to your request, he acknowledged and referred to you as "your honor." Upon receiving the CHP report, you disseminated the unredacted report to Ms. Eklund on the same day.

You had no legal authority to obtain or possess the confidential law enforcement report relating to Ms. Eklund's October 2018 traffic accident. You obtained a copy of the report without completing the required CHP form, signing the required declaration under penalty of perjury, or paying the statutorily mandated fee, as is required of members of the public.

Your conduct constituted an abuse of authority and violated canons 2, 2A, 2B(1), and 2B(2) of the Code of Judicial Ethics.

D. In 2020, while Ms. Eklund was pregnant with your child, you attempted to secure for that child future admission to the [REDACTED] [REDACTED] ([REDACTED] C). On April 9, 2020, you emailed the [REDACTED] C Director, stating:

Hello Director,

I submitted a wait list [*sic*] card in person last month (3/25/20) for August 2021. I just wanted to make sure we are on the list and ask when I should submit an application. Thank you.

Judge Michael J. Carrozzo
Santa Barbara Superior Court
Santa Barbara, CA 93101
xxxxxxx@sbcourts.org
(805) 882-XXXX



You sent your email to the [REDACTED] C Director from the court’s email system, using your official judicial email address. You sent the email to the [REDACTED] C Director for the benefit of yourself, Ms. Eklund, and your future child. Your email included a signature block that read “Judge Michael J. Carrozzo” and listed the court’s name and address, your official judicial email address, and your direct chambers telephone number. Your email to the [REDACTED] C Director also included the court seal. After receiving an email response from the [REDACTED] C Director, confirming that you were on the waitlist, you forwarded the email exchange to Ms. Eklund’s court email address.

Your conduct constituted an abuse of authority and violated canons 2, 2A, 2B(1), and 2B(2) of the Code of Judicial Ethics.

COUNT FOUR

In 2017 and 2018, you served as the Assistant Presiding Judge of the Santa Barbara County Superior Court. In 2019 and 2020, you served as the Presiding Judge of the Santa Barbara County Superior Court. During those years, Sara Eklund – who was known during some of that timeframe by her married name, “Sara Romero” – was one of two judicial secretaries

assisting the criminal judges in the South County division of the court. Ms. Eklund was originally hired by the court in 2016, and she remained a judicial secretary until approximately April 2022. Until approximately July 2020, the court's telephone list identified Ms. Eklund as your assigned judicial secretary.

Ms. Eklund's secretarial duties included preparing courtroom calendars and scheduling coverage for judges who took time off for vacation, conferences, or illness. While serving as Assistant Presiding Judge and then as Presiding Judge, you regularly consulted Ms. Eklund on judicial absence requests, to determine whether to approve the requests and how to cover the absent judge's calendars. Ms. Eklund sent out weekly calendar schedules and meeting notifications. Ms. Eklund's duties also included ordering supplies, making travel arrangements, obtaining transcripts, preparing jury instructions, answering the telephone, and maintaining a list of approved court investigators.

While you were serving as Assistant Presiding Judge in 2018, and while you were serving as Presiding Judge in 2019 and 2020, you corresponded with Ms. Eklund (using your respective court email addresses) and made intemperate remarks – about judges, court staff, deputy district attorneys, and the public defender – that could undermine public respect for, and confidence in, the integrity of the judicial system. By inviting or encouraging Ms. Eklund to make similar remarks, and by not correcting or dissuading Ms. Eklund from making similar remarks, you also failed to require court personnel under your direction and control to observe appropriate standards of conduct and to refrain from manifesting bias, prejudice, or harassment, including based on age, in the performance of their official duties.

You and Ms. Eklund had no reasonable expectation of privacy in emails sent to or from your official court email account. Additionally, you

and Ms. Eklund each knew or should have known that there is no reasonable expectation of privacy in emails that are sent to or from an official court email account.

A. Using your respective court email accounts, you and Ms. Eklund engaged in a pattern of making comments about Judge Thomas Adams that were gratuitous, unprofessional, disrespectful, and unkind. The comments comprising that pattern were made by you and Ms. Eklund in emails that were sent or received on or about the following dates: November 1 and 28, 2018; January 24, February 19, 21, July 10, 11, 15, 19, August 28, 29, September 18, October 4, 7, and December 11, 2019; and March 2, 9, 13, 17, 19, 2020. You made such comments while you were serving as Assistant Presiding Judge and, later, while you were serving as Presiding Judge. You encouraged and invited Ms. Eklund to make such comments, and you failed to correct or dissuade Ms. Eklund from making such comments. Some of the comments in your email exchanges with Ms. Eklund, when considered individually and when considered as a whole, reflected bias, prejudice, or harassment on the basis of age, or created an appearance thereof.

Ms. Eklund also made statements about Judge Adams that reflected bias and prejudice on the basis of age or created an appearance thereof. She made those statements in emails sent or received on July 23, 2019, and on September 19, 2019. By inviting or encouraging Ms. Eklund to make such remarks, and by not correcting or dissuading Ms. Eklund from making such remarks, you failed to require that she observe appropriate standards of conduct.

Your conduct violated canons 1, 2, 2A, 2B(1), 3B(4), 3C(1), and 3C(3) of the Code of Judicial Ethics.

B. Using your respective court email accounts, you and Ms. Eklund engaged in a pattern of making gratuitous, unprofessional, disrespectful,

and unkind comments about other Santa Barbara County Superior Court judges, including Judge Jean Dandona; Judge Patricia Kelly; Judge James Herman; then-Assistant Presiding Judge Gustavo Lavayen; Judge Raimondo Montes De Oca; Judge Pauline Maxwell; and Judge Donna Geck. As part of that pattern, you and Ms. Eklund also made comments about “civil judges,” generally, and about all the judges on your court, as a whole.

You and Ms. Eklund made the comments comprising a pattern of gratuitous, unprofessional, disrespectful, and unkind comments about other Santa Barbara County Superior Court judges in emails that were sent or received on or about the following dates: August 14, October 23, 25, and November 13, 2018; February 21, 23, March 12, 18, July 6, 10, August 13, 20, 26, September 10, 16, November 8, 2019. You made such comments while you were serving as Assistant Presiding Judge and, later, while you were serving as Presiding Judge. You encouraged and invited Ms. Eklund to make such comments, and you failed to correct or dissuade Ms. Eklund from making such comments. Some of the comments in your email correspondence with Ms. Eklund reflected bias, prejudice, or harassment on the basis of age, or created an appearance thereof.

While you were serving as Presiding Judge, Ms. Eklund also made statements about then-Assistant Presiding Judge Lavayen that reflected bias and prejudice on the basis of age or created an appearance thereof. She made those statements in emails sent or received on or about March 14, 2019. By inviting or encouraging Ms. Eklund to make such remarks, and by not correcting or dissuading Ms. Eklund from making such remarks, you failed to require that she observe appropriate standards of conduct.

Your conduct violated canons 1, 2, 2A, 2B(1), 3B(4), 3C(1), and 3C(3) of the Code of Judicial Ethics.

C. Using your respective court email accounts, you and Ms. Eklund engaged in a pattern of making gratuitous, unprofessional, disrespectful, and unkind comments about Santa Barbara County Superior Court staff members, including David Glasheen, Robert Palmer, Craig Kohler, Christina Cruz, CEO Darrel Parker, and the Employee Spotlight Committee. The comments comprising that pattern were made by you and Ms. Eklund in emails that were sent or received on or about the following dates: October 15, 2018; February 19, June 21, July 11, 15, October 4, and December 11, 2019; January 29, and March 5, 2020. You made such comments while you were serving as Assistant Presiding Judge and, later, while you were serving as Presiding Judge. You encouraged and invited Ms. Eklund to make such comments, and you failed to correct or dissuade Ms. Eklund from making such comments.

Your conduct violated canons 1, 2, 2A, 2B(1), 3B(4), 3C(1), and 3C(3) of the Code of Judicial Ethics.

D. Using your respective court email accounts, you and Ms. Eklund made gratuitous and unprofessional comments about Santa Barbara County Public Defender Tracy Macuga, Deputy District Attorney Brian Cota, and Deputy District Attorney Carl Barnes. You and Ms. Eklund made such comments in emails that were sent or received on or about August 25, November 14, and November 15, 2019. You made such comments while you were serving as Presiding Judge. You encouraged and invited Ms. Eklund to make such comments, and you failed to correct or dissuade Ms. Eklund from making such comments.

Your conduct violated canons 1, 2, 2A, 2B(1), 3B(4), 3C(1), and 3C(3) of the Code of Judicial Ethics.

COUNT FIVE

The allegations set forth in count one, count three, and count four are incorporated by reference.

In April 2018, Ms. Eklund's husband filed for dissolution, and Ms. Eklund's divorce judgment became final on or about October 24, 2018. On or about November 1, 2018, you filed for dissolution from your wife, and your divorce judgment became final on or about May 28, 2019. In June 2019, you and Ms. Eklund were involved in a romantic, dating relationship with each other. In October 2019, Ms. Eklund became pregnant with your child, and your first child with Ms. Eklund was born in July 2020. You and Ms. Eklund married in the summer of 2021.

In 2018, 2019, and 2020, you and Ms. Eklund engaged in a pattern of using public property and resources – including the court's email, facsimile machine, telephones, computer system, and other court resources – for personal, nongovernmental purposes. Your use of public property and resources did not constitute incidental or de minimis use of public resources.

A. You and Ms. Eklund used your official court email accounts to exchange hundreds of personal emails, unrelated to court business, that were unprofessional, overly casual, and sometimes flirtatious. Many of your personal email exchanges with Ms. Eklund appeared to be for the purpose of socializing. Your personal email exchanges and socializing with Ms. Eklund also facilitated your romantic pursuit of her or created an appearance thereof.

You provided Ms. Eklund with legal advice and draft legal correspondence; you obtained a confidential CHP report concerning Ms. Eklund's traffic accident and disseminated it to her; and you used your judicial title and court email account to contact a childcare center. You and Ms. Eklund exchanged numerous emails in which one or both of you made sarcastic, unprofessional, and otherwise improper comments about other judges and court staff. You and Ms. Eklund shared photos of dogs and of each other, and you exchanged numerous links to non-work-related

websites, including rental housing listings and internet listings of homes that were for sale. You and Ms. Eklund made social plans to attend an event for Africa Women Rising (“GoatFest”), a play, and a show at The Magic Castle. You and Ms. Eklund searched for vacation rentals, planned vacations, booked spa treatments, and made holiday plans. You also shared with Ms. Eklund an email from Grand Jewels of Wailea (at the Grand Wailea Resort on Maui) with photos of engagement rings.

Examples of such emails include, but are not limited to, the following:

- On February 24, 2018, in an email with a subject line of “Did you win,” you asked Ms. Eklund if she had won at a cross-fit competition by inquiring whether the “national anthem of Finland (that great island nation)” was played at the Oxnard Cross-Fit Games.
- On March 3, 2018, in an email with a subject line of “How much did you lift,” you asked Ms. Eklund about the outcome of another fitness competition: “Did you win again? I hope so. I bet you ‘cleaned’ over 150 pounds!”
- On March 19, 2018, you emailed Ms. Eklund to ask whether she had won a “deadlift” and “handstand pushups” fitness competition, and an email exchange ensued. Later that afternoon, you emailed Ms. Eklund a photo of a small dog standing on its two front legs (i.e., akin to a handstand) and commented, “I bet he can do more handstand pushups than you.” Ms. Eklund agreed that the dog’s “handstand walking” is better than hers.
- On July 2, 2018, Ms. Eklund asked you if the two of you were going to the stadium for a run that day. You said you did not want to take advantage of Ms. Eklund’s “weakened state.” She replied that you could “make it up to” her by stretching that night. You offered her a lemon square instead.
- On July 16, 2018, after Ms. Eklund informed you about a special-set preliminary hearing the next morning, you asked her, “How’s it going?” Ms. Eklund said she was doing “terrible”

because she was sick and you were not at the courthouse “to make fun of... my husky man voice.” You responded: “Sorry to hear you’re sick. Maybe you can record a message on my voicemail using your ‘husky’ voice for me. Go home early.”

- On July 31, 2018, you and Ms. Eklund exchanged emails about attending a going away party for a court commissioner. Ms. Eklund told you that she would be “conquering mountains” that day and that you would be “collecting on [her] life insurance.”
- On July 31, 2018, in an email with a subject line of “WHAT ARE THE FINNS LIKE,” you emailed Ms. Eklund a paragraph describing the Finnish people, with a reference to “their self-deprecating wit” highlighted in yellow. The paragraph also described Finnish people as “warm, open and sincere... talkative and hospitable.”
- On August 16, 2018, you emailed Ms. Eklund a PowerPoint deck that you created, concerning “international law.” The subject of the PowerPoint presentation was the Finnish justice system. You suggested that Ms. Eklund could be a guest instructor for the law school where you taught. You also said the presentation would “provide \$200 worth of pet toys...or 1 pair of shoes (I’m guessing the shoes).” You stated that Ms. Eklund “would be an awesome instructor,” and you promised “not to sit in the back of class and laugh at you.”
- On August 22, 2018, you emailed Ms. Braun, Ms. Eklund, and Ms. Cruz to suggest that the four of you have a social lunch together in the conference room from time to time. You also forwarded an individual message to Ms. Eklund, saying, “I know food is just fuel and that it’s not fun to have lunch with co-workers... but I hate to see you eating alone...” Ms. Eklund responded: “It’s alright, you know I don’t mind, but I’d love to join you sometime. If you forgive my smelly fish lunches.” You replied: “Leo and I would love your company anytime (Leo says he loves fishy lunches).” Leo was the name of your dog.
- On August 29, 2018, Ms. Eklund sent you a link to a Finnish music video on YouTube, with the comment, “This is what

Christina and I are listening to.” Later that day, referencing the duration of the music video, you responded: “Wow that was a long 4:23. I’m certain I would rather hear you sing that song...”

- On October 4, 2018, you invited Ms. Eklund to take motorcycle driving lessons with you on November 3 and 4. Ms. Eklund responded that she had “a comp[etition] and a baby shower that weekend.” She added, “Also still not quite saying ‘yes’ to this madness.” You replied: “Ok, you pick the days (provisionally with no commitment). PS: Tell me more about your comp[etition]?”
- Shortly after noon on October 9, 2018, Ms. Eklund emailed you, “I’m only 4 hours late to work, do you think anyone noticed?” You responded, “I covered for you.” An email exchange followed, in which Ms. Eklund employed self-deprecating humor, and you suggested that Ms. Eklund was “professional, thoughtful, and solved everyone’s problems.”
- On October 19, 2018, Ms. Eklund emailed you to ask if you were “out partying,” adding, “Even Angela [Braun] is having Judge Carrozzo withdrawals.”
- From October 2018 through October 2019, you invited Ms. Eklund to attend several legal conferences and events with you, including the Appellate Justices Reception.
- On November 13, 2018, you arranged to go running with Ms. Eklund.
- On November 15, 2018, Ms. Eklund replied to an email from you and said, “I love it when you go full lawyer on me.”
- On December 11, 2018, you invited Ms. Eklund to go with you to a meeting with the Santa Barbara Police Chief, because you believed the Chief would be a “good contact” for Ms. Eklund.
- On December 30, 2018, you emailed Ms. Eklund a story you wrote, which appeared to be a fictionalized account of a personal anecdote that Ms. Eklund had shared with you. Ms. Eklund responded that she “loved” the story, adding that she thought

“not many would appreciate it” because she had kept a lot of the things you mentioned in the story, “including [her] business ventures,” between herself and you.

- On February 27, 2019, you sent Ms. Eklund a flyer about a Santa Barbara District Attorney barbeque fundraiser and said, “I’m buying...”
- On March 21, 2019, you sent Ms. Eklund a flyer for a two-day event (“The Movement”) focused on “non-violent communication and a mindful approach to build trust and improve all aspects of relationships.”
- On March 28, 2019, you and Ms. Eklund discussed obtaining tickets to GoatFest, a fundraiser for African Women Rising.
- On April 22, 2019, you forwarded Ms. Eklund an email about a horse show on an upcoming Saturday, and you asked if she wanted to give out ribbons with you.
- On June 4, 2019, you asked Ms. Eklund to “get[] us” two tickets to the Pegasus luncheon at the Coral Casino as her “first assignment.” The Coral Casino is a beach and cabana club in Montecito, California.
- Also on June 4, 2019, you asked Ms. Eklund to obtain two tickets to a conference at the L.A. Grand Hotel Downtown in Los Angeles for the two of you.
- On June 13, 2019, you asked Ms. Eklund to obtain two tickets to a conference in San Diego for the two of you.
- On June 17, 2019, you sent Ms. Eklund a link to a State Bar article about California’s “Law Office Study Program,” in which individuals may “complete [their] legal education by attending law school or participating in a program of legal studies within a law office or a judge’s chambers.”
- On June 24, 2019, you asked Ms. Eklund to obtain two tickets to a different conference in San Diego for the two of you.

- On June 24, 2019, you forwarded Ms. Eklund an email regarding a conference in San Diego and said: “Conference in San Diego. You want to hit him up for 2 free tix and expenses?” Ms. Eklund responded, “None of the ones you have sent me are very good... but your wish is my command, Your Honor.” You then responded, “I know, you need to find some better ones in Hawaii or Costa Rica. Perfect! I wish you follow my command(s).” Ms. Eklund replied, “If I did, what exactly would you command me to do?” You answered, “If I told you in advance you would say no...you need to agree first!”
- On June 25, 2019, you sent Ms. Eklund an email with a subject line of “\$\$\$\$” and an attached flyer for a UBS Bank barbeque event. The text of your email to Ms. Eklund said only, “What can you get us for this appearance?”
- On August 7, 2019, you told Ms. Eklund she was “so commanding” and suggested “perhaps a stint in the JAG Corp[s] after you finish Carrozzo University School of Law.”
- On October 15, 2019, you forwarded Ms. Eklund an email invitation to the Appellate Justices Reception and asked, “You in...?”
- On October 21, 2019, you received an email from Santa Barbara County District Attorney Joyce Dudley. The email from Ms. Dudley contained a job posting for a “Communications and Engagement/Executive Assistant position” at a local law firm. The text of Ms. Dudley’s email asked you to please “pass this on to your friend,” followed by a “winking” symbol. Two days later, you forwarded Ms. Dudley’s email and the job announcement to Ms. Eklund.
- On October 23, 2019, you offered to introduce Ms. Eklund to a bank manager at UBS concerning a potential job. You asked Ms. Eklund to join you at a Domestic Violence Solutions (DVS) vigil sponsored by UBS Bank and stated, “BTW would you like a job at UBS? Karen is the branch manager and can hook you up?”
- From September 2019 through June 2020, following a September 2019 Hawaiian vacation together, you and

Ms. Eklund used the court's computer system to search for numerous vacation rental properties and property listings.

- On January 21, 2020, you invited Ms. Eklund to attend the Probation Department's staff recognition dinner with you.
- On February 25, 2020, you invited Ms. Eklund to join you in attending a "Judicial Reception," hosted by the Santa Barbara Women Lawyers, to honor federal Magistrate Judge Louise LaMothe.
- On March 17, 2020, after you informed Mr. Parker, Ms. Braun, and Ms. Robbins of a court policy change that would permit casual dress for employees during the upcoming pandemic shutdown, Mr. Parker asked you to hold any announcement until he received the official order closing the clerk's office. Ten minutes later, you forwarded the email exchange (i.e., the new policy and Mr. Parker's response) to Ms. Eklund.

In addition to personal emails socializing or discussing invitations or plans to spend time together, you and Ms. Eklund used the court email system to exchange emails containing sexual innuendo. For example:

- On June 24, 2019, you agreed that Ms. Eklund was a "hot blondie."
- On June 26, 2019, you engaged in the following colloquy with Ms. Eklund.

Judge Carrozzo: I'm way to [*sic*] nice lately...

Ms. Eklund: I know. What's going on?

Judge Carrozzo: Hmmmm...strange isn't it.
What could it be?

Ms. Eklund: Beats me.

Judge Carrozzo: Must be the weather.

Ms. Eklund: It has been so lovely, yes.

- On July 15, 2019, you engaged in the following colloquy with Ms. Eklund.

Ms. Eklund: He's [Judge Adams] just doing this to make a mockery of the system. He'll try to use it to his advantage later.

Judge Carrozzo: So true, but my hammer is ready...

Ms. Eklund: OH YEAH? ;-) (Oh wait, not that kind of hammer.)

Judge Carrozzo: Very cute!

Your conduct violated canons 2 and 2A of the Code of Judicial Ethics.

B. You and Ms. Eklund used your official court email accounts to exchange numerous personal emails, unrelated to court business, that appeared to relate to entertainment or personal shopping.

You exchanged emails with Ms. Eklund (and other court employees) concerning March Madness betting brackets in 2018 and 2019, and concerning Game of Thrones betting brackets in 2019. You also played sudoku puzzle games with Ms. Eklund during the workday. You helped sell Ms. Eklund's vehicle on Craigslist, in October 2019, and you ordered her a replacement battery from "Hyperice." You and Ms. Eklund shopped for a new bed or mattress in July 2019; exchanged links and emails while shopping for a Tesla automobile in August 2019; and ordered the Art of Parenting book in May 2020. In 2020, the two of you also planned and arranged baby classes, and baby class refunds, using your work emails.

Examples of such emails include, but are not limited to, the following:

- On March 16, 2018, you emailed Ms. Eklund to ask who was currently winning the court's annual "March Madness"

basketball brackets. At the end of your email conversation, you told Ms. Eklund: “Eat some broccoli and good luck in your competition tonight. May your burpees be quick and straight.”

- On March 20, 2018, you emailed Ms. Eklund with a subject line of “March Madness” and instructed her to open an attachment to the email that your friend had sent to you. The attachment appeared to be a photo of a winning bet on an NCAA basketball game, made at the Venetian casino in Las Vegas.
- On April 10, 2018, Ms. Eklund emailed you a link to a website selling Finnish gin, with a subject line of “Napue.” You responded, “How could you forget Napue!”
- On September 13, 2018, you asked Ms. Eklund a trivia question relating to a famous song, and an email conversation ensued. After Ms. Eklund confessed that her correct answer was just a lucky guess, you told her, “It wasn’t really a guess...you used deductive reasoning of what you know about me and music to come up with the correct answer. I’m very impressed!”
- On October 12, 2018, you and Ms. Eklund exchanged emails about a sudoku puzzle that you had given to her. When Ms. Eklund commented about the puzzle’s high difficulty level, you suggested that she “bring it over” to your chambers so that you could “give [her] a one number per square hint.”
- On October 23, 2018, you and Ms. Eklund exchanged emails about whether her “Godzilla” Halloween costume would violate the workplace standards for costumes, as detailed in a “Halloween Costume Reminder” email from Human Resources.
- On July 12, 2019, you and Ms. Eklund appeared to shop for a new mattress, and you informed Ms. Eklund that “Tempur-Pedic was among several mattress brands rated highly for overall satisfaction.”

Your conduct violated canons 2 and 2A of the Code of Judicial Ethics.

COUNT SIX

The allegations set forth in count one, count three, count four, and count five are incorporated by reference.

In 2018, 2019, and 2020, you and Ms. Eklund exchanged numerous personal emails, unrelated to court business, using the court's email and computer systems. The emails reflect that, at various points in time, you took actions on Ms. Eklund's behalf, offered her unique opportunities, and afforded her special treatment that you did not similarly provide or offer to other court staff.

For example, you provided Ms. Eklund with legal advice and draft legal correspondence for use in her dealings with landlords, insurance companies, and the DMV. You prepared unauthorized employment verification letters for Ms. Eklund's use, and you obtained a confidential CHP report for Ms. Eklund using your judicial email and your personal contacts in the CHP.

Your email exchanges with Ms. Eklund reflect that you invited Ms. Eklund to be a guest instructor on international (i.e., Finnish) law at the law school where you taught (with compensation of \$200); you invited Ms. Eklund to go with you to a meeting with the Santa Barbara Police Chief, because you believed the Chief would be a "good contact" for Ms. Eklund; you forwarded Ms. Eklund a job announcement that Santa Barbara District Attorney Joyce Dudley had emailed you, with a "winking" symbol and instructions to "pass this along to your friend"; you invited Ms. Eklund to assist you with handing out ribbons at a weekend horse show; you invited Ms. Eklund to join you at the Appellate Justices Reception; you invited Ms. Eklund to join you at a judicial reception, hosted by the Santa Barbara Women Lawyers, in honor of federal Magistrate Judge Louise LaMothe; you invited Ms. Eklund to join you at the Probation Department's staff recognition dinner; you invited

Ms. Eklund to join you at a Domestic Violence Solutions (DVS) vigil, sponsored by UBS Bank; you offered to introduce Ms. Eklund to a manager at UBS Bank regarding a potential job; you invited Ms. Eklund to join you in attending a “Bench-Bar Coalition” annual meeting in Monterey, California; and you provided Ms. Eklund with Santa Barbara Police Chief Lori Luhnnow’s personal email address. You and Ms. Eklund also exchanged numerous emails in which you asked Ms. Eklund to obtain two tickets for the two of you to attend various judicial conferences.

Your email correspondence with Ms. Eklund also reflects the following. You consulted Ms. Eklund on the selection and evaluation of assigned judges, leading you to comment on the “power” that Ms. Eklund had over the assigned judges. After receiving complaints, you asked Ms. Eklund whether she thought that you should provide lunch between the morning and afternoon sessions of an all-day training for Santa Barbara County judges. You asked Ms. Eklund to “research what [your] thoughts should be on Prop 66” before you returned an appellate justice’s call on the topic. You offered to have Ms. Eklund assigned to the Language Access Annual Survey, although Ms. Eklund ultimately declined because she was not qualified. You forwarded Ms. Eklund information about a new “casual dress” policy, before the information was announced and available to other members of court staff. You stated that you “covered for [Ms. Eklund]” when she was four hours late to work on one occasion. You sent Ms. Eklund a link to a State Bar article about its “Law Office Study Program” that allows individuals to obtain a legal education by either attending law school or participating in a program of legal studies within a law firm or a judge’s chambers. You also suggested that Ms. Eklund should consider “a stint in the JAG Corp[s]” (where you previously served) after she completed “Carrozzo University School of Law.” Your reference to Ms. Eklund completing “Carrozzo University School of Law” gave the

appearance that you offered, intended to offer, or were willing to offer Ms. Eklund the opportunity to complete the State Bar's "Law Office Study Program" through a program of legal studies in your chambers.

You took such actions when you and Ms. Eklund were "good friends," when you were in a romantic dating relationship with Ms. Eklund, and when Ms. Eklund was pregnant with your child. As a superior court judge, and particularly while serving as Assistant Presiding Judge and Presiding Judge, you had a supervisory role over Ms. Eklund, and you exercised direction and control over her, while maintaining a close friendship with her and while engaging in an intimate personal relationship with her.

With respect to Ms. Eklund, your conduct in 2018, 2019, and 2020, reflected favoritism or created an appearance thereof. You did not avoid favoritism, or the appearance of favoritism, by initiating a reassignment, relocation, or transfer of yourself or Ms. Eklund. You also failed to take sufficient steps to minimize potential issues with supervision, court morale, and conflict(s) of interest.

Your conduct violated canons 2, 2A, 2B(1), 3C(1), 3C(5), and 4A of the Code of Judicial Ethics.

YOU ARE HEREBY GIVEN NOTICE, pursuant to Rules of the Commission on Judicial Performance, rule 118, that formal proceedings have been instituted and shall proceed in accordance with Rules of the Commission on Judicial Performance, rules 101-138.

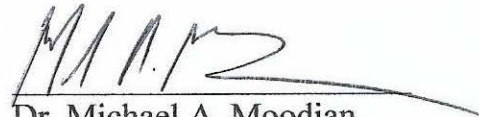
Pursuant to rules 104(c) and 119 of the Rules of the Commission on Judicial Performance, you must file a written answer to the charges against you within twenty (20) days after service of this notice upon you. The answer shall be filed with the Commission on Judicial Performance, 455 Golden Gate Avenue, Suite 14400, San Francisco, California 94102-3660. The answer shall be verified and shall conform in style to rule 8.204(b) of

the California Rules of Court. The Notice of Formal Proceedings and answer shall constitute the pleadings. No further pleadings shall be filed, and no motion or demurrer shall be filed against any of the pleadings.

This Notice of Formal Proceedings may be amended pursuant to rule 128(a) of the Rules of the Commission on Judicial Performance.

BY ORDER OF THE COMMISSION ON JUDICIAL
PERFORMANCE

Dated: 12/06/24


Dr. Michael A. Moodian,
Chairperson

FILED

December 12 2024

**COMMISSION ON
JUDICIAL PERFORMANCE**

STATE OF CALIFORNIA

BEFORE THE COMMISSION ON JUDICIAL PERFORMANCE

INQUIRY CONCERNING
JUDGE MICHAEL J. CARROZZO,

No. 210

ACKNOWLEDGMENT OF
SERVICE OF NOTICE OF
FORMAL PROCEEDINGS

I, Heather L. Rosing, on behalf of my client, Judge Michael J. Carrozzo, hereby waive personal service of the Notice of Formal Proceedings in Inquiry No. 210 and accept service by mail. I acknowledge receipt of a copy of the Notice of Formal Proceedings by mail and agree that Judge Michael J. Carrozzo has been properly served pursuant to rule 118(c) of the Rules of the Commission on Judicial Performance.

Dated: 12/12/2024



Heather L. Rosing
Attorney for Judge Michael J. Carrozzo
Respondent