

April 17 2025**COMMISSION ON
JUDICIAL PERFORMANCE****STATE OF CALIFORNIA****BEFORE THE COMMISSION ON JUDICIAL PERFORMANCE****IN THE MATTER CONCERNING
JUDGE MICHAEL J. CARROZZO****No. 210****DECISION AND ORDER IMPOSING
SEVERE PUBLIC CENSURE AND
BAR PURSUANT TO STIPULATION
(Commission Rule 127)**

This disciplinary matter concerns Judge Michael J. Carrozzo, a judge of the Santa Barbara County Superior Court. On December 18, 2024, the commission filed its Notice of Formal Proceedings against Judge Carrozzo. Judge Carrozzo and his counsel, Heather L. Rosing, Esq. and Christine C. Roskopf, Esq. of Rosing Pott & Strohbehn, and Gabrielle M. Jackson, Esq. of Long & Levit LLP, have entered into a stipulation with the examiners for the Commission on Judicial Performance, Mark A. Lizarraga, Esq. and Gregory J. Cleaver, Esq., pursuant to commission rule 127, to resolve the pending formal proceedings involving Judge Carrozzo by imposition of a severe public censure; an irrevocable resignation from office, effective September 9, 2025; and an agreement that Judge Carrozzo will not seek or hold judicial office, accept a position or an assignment as a judicial officer, subordinate judicial officer, or judge pro tem with any court in the State of California, or accept a reference of work from any California state court, at any time after September 9, 2025. Judge Carrozzo has also agreed to take approved leave from the bench as of June 2, 2025. The Stipulation for Discipline by Consent (Stipulation) was approved by the commission on April 10, 2025, pursuant to the following terms and conditions and stipulated facts and legal conclusions. A copy of the Stipulation is attached.

TERMS AND CONDITIONS OF AGREEMENT

1. This agreement resolves the matters alleged in the Inquiry Concerning Judge Michael J. Carrozzo, No. 210.
2. The commission shall issue a severe public censure and bar based on the agreed Stipulated Facts and Legal Conclusions set forth herein.
3. If the commission accepts this proposed disposition, the commission's decision and order imposing severe public censure and bar may articulate the reasons for its decision and include explanatory language that the commission deems appropriate.
4. Upon acceptance by the commission, this Stipulation, the judge's affidavit of consent, and the commission's decision and order shall be made public.
5. Judge Carrozzo waives any further proceedings and review in this matter, including formal proceedings (Rules of Com. Jud. Perform., rule 118 et seq.) and review by the Supreme Court (Cal. Rules of Court, rule 9.60).
6. Pursuant to this agreement, Judge Carrozzo has agreed to irrevocably resign from his position as a judge, effective September 9, 2025. Beginning June 2, 2025, Judge Carrozzo shall use accrued vacation or other leave time and shall be absent from the bench and not preside over any judicial proceedings through September 9, 2025. Judge Carrozzo represents and warrants that he has sufficient vacation/leave time to be absent from the bench between June 2, 2025 and September 9, 2025, inclusive, and that his presiding judge will allow him to be absent during that period.
7. Judge Carrozzo also agrees that he will not seek or hold judicial office, accept a position or an assignment as a judicial officer, subordinate judicial officer, or judge pro tem with any court in the State of California, or accept a reference of work from any California state court, at any time after September 9, 2025.

8. If Judge Carrozzo attempts to serve in a judicial capacity in violation of the foregoing paragraph, the commission may withdraw the severe public censure and bar, and reinstitute formal proceedings as to all of the charges in the notice of formal proceedings. The commission may also refer the matter to the State Bar of California.

9. If Judge Carrozzo fails to resign in accordance with this agreement, the commission may withdraw the severe public censure and bar, and resume its formal proceedings as to all the charges in the notice of formal proceedings.

10. Failure to comply with the terms and conditions of this agreement may also constitute additional and independent grounds for discipline.

11. Judge Carrozzo agrees that the facts recited herein are true and correct, and that the discipline to which the parties stipulate herein is appropriate in light of those facts.

12. The commission may reject this proposed disposition and resume formal proceedings. If the commission does so, nothing in this proposed disposition will be deemed to be admitted or conceded by either party.

Accordingly, it is hereby stipulated and agreed that the commission shall issue a severe public censure and bar on the above Terms and Conditions of Agreement, and based on the following Stipulated Facts and Legal Conclusions.

STIPULATED FACTS AND LEGAL CONCLUSIONS

This disciplinary matter concerns Judge Michael J. Carrozzo, a judge of the Santa Barbara County Superior Court since 2014. His current term began in January 2023.

COUNT ONE

In 2017 and 2018, Judge Carrozzo served as the Assistant Presiding Judge of the Santa Barbara County Superior Court. In 2019 and 2020, he 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 Judge Carrozzo's assigned judicial secretary.

In 2018, 2019, and 2020, Judge Carrozzo engaged in the following conduct, 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 Judge Carrozzo was serving as Assistant Presiding Judge of the Santa Barbara County Superior Court, he used his court email account to send an email to Ms. Eklund's court email account.¹ The judge's email to Ms. Eklund provided draft language for Ms. Eklund to send to the insurance company. Judge Carrozzo 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, Judge Carrozzo sent Ms. Eklund an email containing four draft messages for Ms. Eklund to send to the insurance company on four specific, future dates. Judge Carrozzo 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 stated: "I do not want to retain counsel to handle this matter. However, if you do

¹ In these Stipulated Facts and Legal Conclusions, all references to emails between Judge Carrozzo and Ms. Eklund refer to emails that were sent to or from their respective official superior court email accounts.

not respond to settle this claim within 48 hours I will pursue all my legal options.” The fourth message 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 the judge’s October 31, 2018 email to Ms. Eklund, he 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 him “handle it.” Judge Carrozzo 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, Judge Carrozzo 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, the judge sent Ms. Eklund an email containing a draft message for her to send to the insurance company, inquiring about the status of her claim. Judge Carrozzo composed and provided the message for Ms. Eklund’s use and benefit. The language of the draft message he provided to Ms. Eklund was substantially similar to one of the four draft messages that he provided to Ms. Eklund in his 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 the judge that she would ask the insurance company for an update. Judge Carrozzo responded (by email), “Perfect, a little wincing in the background would be a nice touch.”

On November 15, 2018, Judge Carrozzo 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. He 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.

In Judge Carrozzo's November 15, 2018 email to Ms. Eklund, he 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." Judge Carrozzo 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, the judge emailed Ms. Eklund another draft message to the insurance company. He 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 Judge Carrozzo's email to Ms. Eklund was, "Send it today...after you proofread you [sic] of course."

On November 27, 2018, Judge Carrozzo emailed Ms. Eklund a draft follow-up message to send to the insurance company. Judge Carrozzo composed and provided the draft message for Ms. Eklund's use and benefit. The subject line of his 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 the judge's draft follow-up message was "much nicer than [she] would be... if [she] was left to [her] own devices." Judge Carrozzo replied, "We have to keep our eyes on the prize \$\$\$\$\$\$."

On December 3 and 7, 2018, Judge Carrozzo emailed Ms. Eklund additional follow-up messages for her to send to the insurance company. He 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 his emails containing the follow-up messages indicated the day on which Ms. Eklund should send the follow-up message that he provided to 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, Judge Carrozzo 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. Judge Carrozzo 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 his email, Ms. Eklund asked the judge whether she could claim "lost wages" if she used paid sick time to cover the referenced 12 hours.

On December 19, 2018, Judge Carrozzo 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 Judge Carrozzo, using his 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. Judge Carrozzo composed and provided the employment letter for Ms. Eklund's use and benefit.

On December 20, 2018, the judge 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. Judge Carrozzo 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, Judge Carrozzo intended and understood that his reference to Ms. Eklund attaching an "employment letter" was a reference to the Microsoft Word document entitled "sara.employment.letter," which he had emailed to Ms. Eklund on December 19, 2018.

On January 15 and 16, 2019, after Judge Carrozzo began serving as Presiding Judge of the Santa Barbara County Superior Court, he 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. The judge composed and provided the draft messages for Ms. Eklund's use and benefit.

On August 15, 2019, while Judge Carrozzo was serving as Presiding Judge, he 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 J. Carrozzo to the insurance company, concerning subrogation of Ms. Eklund's insurance claims. Judge Carrozzo composed and provided the letter for Ms. Eklund's use and benefit.

Judge Carrozzo used misleading letterhead in connection with the draft letter he 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 Judge Carrozzo 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." Judge Carrozzo provided his personal cellular telephone number in the letter. Ms. Eklund responded to Judge Carrozzo by email: "It looks great to me. What happens if they google your name?" Shortly after Ms. Eklund sent that response, Judge Carrozzo received and read her email.

At some point between the judge's August 15, 2019 email to Ms. Eklund (transmitting the draft letter dated August 16, 2019) and approximately 9:14 a.m.

the following morning, Judge Carrozzo or Ms. Eklund printed out a copy of the judge's draft letter, and Judge Carrozzo signed the letter. The letter Judge Carrozzo signed was an identical copy of the draft letter that he emailed to Ms. Eklund on August 15, 2019.

At the time Judge Carrozzo signed the letter, he knew its contents. Judge Carrozzo signed the letter with the intention and expectation that either he or Ms. Eklund would transmit the signed letter to the insurance company. At the time Judge Carrozzo signed the letter, he knew that, as a judge, he was not an active licensee of the California State Bar and was not permitted to practice law.

At approximately 9:14 a.m. on August 16, 2019, the judge or Ms. Eklund transmitted the signed letter to The Rawlings Group by facsimile from the court's administration office. He 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 his personal cellular telephone number and the court's facsimile number as the sender's contact information.

Judge Carrozzo's August 16, 2019 letter to The Rawlings Group was dishonest and misleading. By identifying himself as an "attorney at law," advising that he represented Ms. Eklund, and directing the recipient not to communicate with Ms. Eklund directly, Judge Carrozzo misrepresented material facts and intentionally conveyed the false representation that he was entitled to practice law at that time.

On or before November 12, 2019, Judge Carrozzo 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 Judge Carrozzo a voicemail message concerning Ms. Eklund's claim. Mr. Lloyd left the voicemail message for Judge Carrozzo, rather than for Ms. Eklund, because

Judge Carrozzo had identified himself to The Rawlings Group, in his August 16, 2019 letter, as an attorney representing Ms. Eklund in connection with her claim. Judge Carrozzo had provided The Rawlings Group with his contact information, and he had “directed” The Rawlings Group not to communicate with Ms. Eklund “in any manner.” Judge Carrozzo also instructed The Rawlings Group to “direct all correspondences to my office.”

On November 13, 2019, Judge Carrozzo called Mr. Lloyd from his personal cellular telephone, and he spoke with Mr. Lloyd for nearly three minutes. The following informal transcript reflects the telephone conversation between Judge Carrozzo 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 Judge Carrozzo's correspondence and conversations with Mr. Lloyd, The Rawlings Group closed the file in Ms. Eklund's favor.

When Judge Carrozzo spoke on the telephone with Mr. Lloyd and identified himself as representing Ms. Eklund (then, Sara Romero), Judge Carrozzo knew or should have known that Mr. Lloyd believed him to be Ms. Eklund's attorney. When Judge Carrozzo spoke on the telephone with Mr. Lloyd, he knew that, as a judge, he was not an active licensee of the California State Bar and was not permitted to practice law. Judge Carrozzo's statements to Mr.

Lloyd were deceptive and misleading. Judge Carrozzo misrepresented facts and conveyed the false representation that he was entitled to practice law at that time.

Judge Carrozzo's conduct violated canons 1, 2, 2A, 4A, and 4G of the Code of Judicial Ethics. The judge's conduct constituted conduct prejudicial to the administration of justice that brings the judicial office into disrepute. (Cal. Const., art. VI, section 18, subd. (d).)

B. On November 25, 2018, while Judge Carrozzo was serving as Assistant Presiding Judge of the Santa Barbara County Superior Court, he 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. Judge Carrozzo composed and provided the letter for Ms. Eklund's use and benefit. The correspondence was not sent.

On January 22, 2019, while Judge Carrozzo was serving as Presiding Judge of the Santa Barbara County Superior Court, he sent Ms. Eklund an email containing two draft messages – labeled "Email 1" and "Email 2" – styled as if from Ms. Eklund to her landlord. Judge Carrozzo 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 Judge Carrozzo was serving as Presiding Judge, he sent Ms. Eklund a blank email with two attachments: "termination.easy" and "termination.hard." "[T]ermination.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. “[T]ermination.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.” The judge composed and provided the letters for Ms. Eklund’s use and benefit.

Judge Carrozzo’s conduct violated canons 2, 2A, 4A, and 4G of the Code of Judicial Ethics. The judge’s conduct constituted prejudicial misconduct. (Cal. Const., art. VI, section 18, subd. (d).)

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 Judge Carrozzo was serving as Presiding Judge of the Santa Barbara County Superior Court, he sent Ms. Eklund an email with a subject line of “Tell me when you’re ready.” The text of his email said, “See draft letter #1.” Attached to the email was a draft letter, dated July 12, 2019, purporting to be from “attorney” Michael J. Carrozzo to DreamCloud. Judge Carrozzo composed and provided the letter for Ms. Eklund’s use and benefit.

Judge Carrozzo used misleading letterhead in connection with the draft letter he 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 he and Ms. Eklund used. Judge Carrozzo also included his personal email address and his personal cellular telephone number in the letterhead.

In the draft letter, Judge Carrozzo stated that he represented Ms. Eklund and described her as his client. Judge Carrozzo instructed DreamCloud to refrain from contacting Ms. Eklund and to “refer all correspondence to [DreamCloud’s] corporate counsel.” The draft letter included the following language.

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.

Judge Carrozzo's July 12, 2019 letter to DreamCloud was never sent, but the contents of the letter misrepresented facts and conveyed the false representation that he was entitled to practice law at that time. When Judge Carrozzo composed the draft letter and provided a copy of it to Ms. Eklund, Judge Carrozzo knew that, as a judge, he was not an active licensee of the California State Bar and was not permitted to practice law.

Judge Carrozzo's conduct violated canons 1, 2, 2A, 4A, and 4G of the Code of Judicial Ethics. The judge's conduct constituted prejudicial misconduct. (Cal. Const., art. VI, section 18, subd. (d).)

D. On June 5, 2020, Ms. Eklund sent Judge Carrozzo an email with a subject line of "Call to action." Ms. Eklund's email stated that she needed the judge's "legal services again" and asked the judge to edit a Santa Barbara County Employees' Retirement System (SBCERS) template order that Ms. Eklund sent to Judge Carrozzo. He 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. Judge Carrozzo 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 fully executed version of the “Stipulation and Order Re Omitted Asset” that the judge edited for Ms. Eklund was filed by another judge in Ventura County Superior Court case number D387382.

Judge Carrozzo’s conduct violated canons 2, 2A, and 4A of the Code of Judicial Ethics. The judge’s conduct constituted prejudicial misconduct. (Cal. Const., art. VI, section 18, subd. (d).)

E. In October 2019, Ms. Eklund sold her car, a 2008 Ford Focus. On January 13, 2020, Judge Carrozzo 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. Judge Carrozzo 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 Judge Carrozzo listed Ms. Eklund’s name in the letter’s signature area, he included his personal cellular telephone number for the recipient(s) to call with “any question regarding the letter.”

Judge Carrozzo’s conduct violated canons 2, 2A, and 4A of the Code of Judicial Ethics. The judge’s conduct constituted prejudicial misconduct. (Cal. Const., art. VI, section 18, subd. (d).)

COUNT TWO

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

A. In Judge Carrozzo’s August 1, 2023 response to the commission’s March 30, 2023 preliminary investigation letter, he suggested that his violation of canon 4G of the Code of Judicial Ethics, which prohibits judges from practicing law, was “unintentional.” Judge Carrozzo stated that he “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.” He also stated that “now” he

recognizes “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.”

At the time Judge Carrozzo created the letters to DreamCloud and The Rawlings Group, which were prepared on “attorney at law” letterhead, Judge Carrozzo knew or should have known that any recipient of those letters would understand and believe him to be an attorney representing Ms. Eklund in her business with the company. When Judge Carrozzo signed the letter to The Rawlings Group, he knew or should have known that any recipient of that letter would understand and believe him 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 him, Judge Carrozzo knew or should have known that the recipient would understand and believe that he was an attorney representing Ms. Eklund. When Judge Carrozzo spoke by telephone with Mr. Lloyd, of The Rawlings Group, and told Mr. Lloyd that he represented Ms. Eklund (then, Ms. Romero), Judge Carrozzo knew or should have known that Mr. Lloyd understood and believed him to be an attorney representing Ms. Eklund.

In each instance, Judge Carrozzo knew or should have known, at that time, that his actions and the language in the letters “went beyond providing basic legal information to [Ms. Eklund] or acting as a scrivener.” In each instance, Judge Carrozzo knew or should have known, at that time, that his actions and the language in the letters “could reasonably be perceived as advocacy on [Ms. Eklund’s] behalf.” In each instance, Judge Carrozzo intended, at that time, to present himself and to act as Ms. Eklund’s attorney in connection with her dealings with each company.

Judge Carrozzo knew or should have known that those statements and representations, in his August 1, 2023 response to the commission, were false.

Judge Carrozzo's conduct violated canons 1, 2, 2A, 3, 3C, and 3D(4) of the Code of Judicial Ethics. The judge's conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

B. In Judge Carrozzo's August 1, 2023 response to the commission's March 30, 2023 preliminary investigation letter, with respect to his August 16, 2019 letter to The Rawlings Group, Judge Carrozzo 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." He 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 Judge Carrozzo provide "all correspondence and communications sent to United Alliance and/or The Rawlings Group." The judge's August 1, 2023 response did not contain the requested records or otherwise address the commission's request. On August 10, 2023, the commission sent Judge Carrozzo a follow-up letter, noting his failure to comply with the March 30, 2023 request and requesting, again, that he provide all correspondence and communications sent from him 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 Judge Carrozzo's August 14, 2023 response to the commission's August 10, 2023 follow-up letter, he stated that he "did not send any correspondence or communications to either United Alliance or the Rawlings Group."

Judge Carrozzo should have done further investigation and should have known that those statements and representations, in his August 1 and August 14, 2023 responses to the commission, were false.

Judge Carrozzo's conduct violated canons 1, 2, 2A, 3, 3C, and 3D(4) of the Code of Judicial Ethics. The judge's conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

C. In Judge Carrozzo's August 1, 2023 response to the commission's March 30, 2023 preliminary investigation letter, he 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 Judge Carrozzo's August 16, 2019 letter to The Rawlings Group, the judge stated that "to the best of his knowledge and recollection the letter was never sent to the intended recipient or anyone else." Judge Carrozzo 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." He also stated that he did not believe that his reference to himself as an attorney at law "can properly be characterized as a misrepresentation of material fact since to the best of his knowledge and recollection, the draft correspondence was not sent to either Mr. Lloyd or anyone else."

Judge Carrozzo should have investigated further and should have known that those statements and representations in his August 1, 2023 response to the commission were false.

Judge Carrozzo's conduct violated canons 1, 2, 2A, 3, 3C, and 3D(4) of the Code of Judicial Ethics. The judge's conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

COUNT THREE

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

In 2018, 2019, and 2020, Judge Carrozzo misused his judicial title and the prestige of judicial office for the benefit of himself or others, as follows.

A. On or about December 19, 2018, in connection with Ms. Eklund's October 2018 traffic accident, Judge Carrozzo composed and provided an "employment verification" letter for Ms. Eklund to send to the insurance company. He 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. The judge's 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. Judge Carrozzo included his judicial email address at the end of the letter, in case the recipient had “any questions or require[d] additional information.”

When Judge Carrozzo composed the December 19, 2018 “employment verification” letter, he should not have verified Ms. Eklund’s employment information, including her job title, hourly wage, and attendance record. Rather, he should have had Human Resources independently verify her employment information.

Judge Carrozzo’s conduct constituted an abuse of authority and violated canons 2, 2A, 2B(1), and 2B(2) of the Code of Judicial Ethics. The judge’s conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

B. On November 4, 2019, Judge Carrozzo sent Ms. Eklund a blank email with a subject line reading “How’s this?” and an attached, unsigned letter addressed to the DMV. He 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 his name and his title of “Presiding Judge.” Judge Carrozzo’s 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. The judge included his judicial email address and his direct chambers telephone number, in case the recipient had “any questions.” The address that he identified as Ms. Eklund’s address “on file” with the court was the same UPS mailbox that he previously used on his “attorney at law” letterhead.

When Judge Carrozzo composed the November 4, 2019 “employment verification” letter to the DMV, he should not have verified Ms. Eklund’s

employment information, including her start date, her job title, and her personal information “on file” with the court. Rather, he should have had Human Resources independently verify her employment information.

Judge Carrozzo’s conduct constituted an abuse of authority and violated canons 1, 2, 2A, 2B(1), and 2B(2) of the Code of Judicial Ethics. The judge’s conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

C. On or about October 26, 2018, Judge Carrozzo personally requested and obtained an unredacted copy of the California Highway Patrol (CHP) collision report relating to Ms. Eklund’s October 2018 traffic accident. Judge Carrozzo requested and obtained the CHP report for Ms. Eklund’s use and benefit. Using his official judicial email account, he contacted CHP Officer Jonathan Gutierrez (whom he knew from his past work as a prosecutor) to obtain a copy of the CHP report. In the judge’s email exchange with Officer Gutierrez, each email from him contained a signature block with his judicial title, his official judicial email address, his direct chambers telephone number, and a copy of the court seal. In Officer Gutierrez’s first email response to Judge Carrozzo’s request, he acknowledged and referred to the judge as “your honor.” Upon receiving the CHP report, Judge Carrozzo disseminated the unredacted report to Ms. Eklund on the same day.

Judge Carrozzo had no legal authority to obtain or possess the confidential law enforcement report relating to Ms. Eklund’s October 2018 traffic accident. Judge Carrozzo 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.

Judge Carrozzo’s conduct constituted an abuse of authority and violated canons 2, 2A, 2B(1), and 2B(2) of the Code of Judicial Ethics. The judge’s conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

D. In 2020, while Ms. Eklund was pregnant with Judge Carrozzo's child, he attempted to secure for that child future admission to the [REDACTED] [REDACTED] ([REDACTED] C). On April 9, 2020, Judge Carrozzo 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



Judge Carrozzo sent his email to the [REDACTED] C Director from the court's email system, using his official judicial email address. He sent the email to the [REDACTED] C Director for the benefit of himself, Ms. Eklund, and his future child. Judge Carrozzo's email included a signature block that read "Judge Michael J. Carrozzo" and listed the court's name and address, his official judicial email address, and his direct chambers telephone number. Judge Carrozzo's email to the [REDACTED] C Director also included the court seal. After receiving an email response from the [REDACTED] C Director, confirming that he was on the waitlist, Judge Carrozzo forwarded the email exchange to Ms. Eklund's court email address.

Judge Carrozzo's conduct constituted an abuse of authority and violated canons 2, 2A, 2B(1), and 2B(2) of the Code of Judicial Ethics. The judge's conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

COUNT FOUR

In 2017 and 2018, Judge Carrozzo served as the Assistant Presiding Judge of the Santa Barbara County Superior Court. In 2019 and 2020, Judge Carrozzo 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 Judge Carrozzo's 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, Judge Carrozzo 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 Judge Carrozzo was serving as Assistant Presiding Judge in 2018, and while Judge Carrozzo was serving as Presiding Judge in 2019 and 2020, he corresponded with Ms. Eklund (using their respective court email addresses) and made remarks – about judges, court staff, and attorneys – 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, Judge Carrozzo also failed to require court personnel under his 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.

Judge Carrozzo 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 his court email account, Judge Carrozzo 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 Judge Carrozzo in emails that were sent or received on or about the following dates: November 1 and 28, 2018; January 24, February 21, July 10, 11, 15, and 19, August 29, and December 11, 2019; and March 2 and 9, 2020. Judge Carrozzo made such comments while he was serving as Assistant Presiding Judge and, later, while he was serving as Presiding Judge. Judge Carrozzo encouraged and invited Ms. Eklund to make such comments, and he failed to correct or dissuade Ms. Eklund from making such comments. Some of the comments in his email exchanges with Ms. Eklund, when considered individually and when considered as a whole, reflected bias, or prejudice on the basis of age, or created an appearance thereof.

By inviting or encouraging Ms. Eklund to make such remarks, and by not correcting or dissuading Ms. Eklund from making such remarks, Judge Carrozzo failed to require that she observe appropriate standards of conduct.

Judge Carrozzo's conduct violated canons 1, 2, 2A, 2B(1), 3B(4), 3C(1), and 3C(3) of the Code of Judicial Ethics. The judge's conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

B. Using his court email account, Judge Carrozzo engaged in a pattern of making gratuitous, unprofessional, disrespectful, and unkind comments about other Santa Barbara County Superior Court judges. As part of that pattern, Judge Carrozzo also made such comments about "civil judges," generally, and about all the judges on the court, as a whole.

Judge Carrozzo 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 and 25, and November 13, 2018; February 21 and 23, March 12 and 18, July 6 and 10, August 13, 20, and 26, September 10 and 16, and November 8, 2019. Judge Carrozzo made such comments while he was serving as Assistant Presiding Judge and, later, while he was serving as Presiding Judge. Judge Carrozzo encouraged and invited Ms. Eklund to make such comments, and he failed to correct or dissuade Ms. Eklund from making such comments. Some of the comments in his email correspondence with Ms. Eklund reflected bias, prejudice, or harassment, or created an appearance thereof.

By inviting or encouraging Ms. Eklund to make such remarks, and by not correcting or dissuading Ms. Eklund from making such remarks, Judge Carrozzo failed to require that she observe appropriate standards of conduct.

Judge Carrozzo's conduct violated canons 1, 2, 2A, 2B(1), 3B(4), 3C(1), and 3C(3) of the Code of Judicial Ethics. The judge's conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

C. Using his court email account, Judge Carrozzo engaged in a pattern of making gratuitous, unprofessional, disrespectful, and unkind comments about Santa Barbara County Superior Court staff members. The comments comprising that pattern were made by Judge Carrozzo in emails that were sent or received on or about the following dates: October 15, 2018; June 21, July 11 and 15, and December 11, 2019; January 29, and March 5, 2020. Judge Carrozzo made such comments while he was serving as Assistant Presiding Judge and, later, while he was serving as Presiding Judge. Judge Carrozzo encouraged and invited Ms. Eklund to make such comments, and he failed to correct or dissuade Ms. Eklund from making such comments.

Judge Carrozzo's conduct violated canons 1, 2, 2A, 2B(1), 3B(4), 3C(1), and 3C(3) of the Code of Judicial Ethics. The judge's conduct constituted, at a minimum, conduct prejudicial to the administration of justice that brings the judicial office into disrepute. (Cal. Const., art. VI, section 18, subd. (d).)

D. Using his court email account, Judge Carrozzo made gratuitous and unprofessional comments about attorneys. Judge Carrozzo made such comments in emails that were sent or received on or about August 25, November 14, and November 15, 2019. He made such comments while he was serving as Presiding Judge. Judge Carrozzo encouraged and invited Ms. Eklund to make such comments, and he failed to correct or dissuade Ms. Eklund from making such comments.

Judge Carrozzo's conduct violated canons 1, 2, 2A, 2B(1), 3B(4), 3C(1), and 3C(3) of the Code of Judicial Ethics. The judge's conduct constituted prejudicial misconduct. (Cal. Const., art. VI, section 18, subd. (d).)

COUNT FIVE

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

In 2018, 2019, and 2020, Judge Carrozzo 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. Judge Carrozzo's use of public property and resources did not constitute incidental or de minimis use of public resources.

A. Judge Carrozzo used his official court email account to send hundreds of personal emails, unrelated to court business, that were unprofessional, overly casual, and sometimes flirtatious. Many of the judge's personal email exchanges with Ms. Eklund appeared to be for the purpose of socializing. Judge Carrozzo's personal email exchanges and socializing with Ms. Eklund also facilitated his romantic pursuit of her or created an appearance thereof.

Judge Carrozzo provided Ms. Eklund with legal advice and draft legal correspondence; he obtained a confidential CHP report concerning Ms. Eklund's traffic accident and disseminated it to her; and he used his judicial title and court email account to contact a childcare center. Judge Carrozzo sent numerous emails in which he made sarcastic, unprofessional, and otherwise improper comments about other judges and court staff.

Judge Carrozzo shared photos of dogs and of himself, and he exchanged numerous links to non-work-related websites, including rental housing listings and internet listings of homes that were for sale. Judge Carrozzo made social plans to attend an event for African Women Rising ("GoatFest"), a play, and a show at The Magic Castle. He searched for vacation rentals, planned vacations, booked spa treatments, and made holiday plans. Judge Carrozzo 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," Judge Carrozzo 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," Judge Carrozzo 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, he emailed Ms. Eklund to ask whether she had won a "deadlift" and "handstand pushups" fitness competition, and an email exchange ensued. Later that afternoon, the judge 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 Judge Carrozzo if the two of them were going to the stadium for a run that day. Judge Carrozzo said he did not want to take advantage of Ms. Eklund’s “weakened state.” She replied that he could “make it up to” her by stretching that night. Judge Carrozzo offered her a lemon square instead.
- On July 16, 2018, after Ms. Eklund informed Judge Carrozzo about a special-set preliminary hearing the next morning, he asked her, “How’s it going?” Ms. Eklund said she was doing “terrible” because she was sick and he was not at the courthouse “to make fun of... my husky man voice.” Judge Carrozzo 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, Judge Carrozzo and Ms. Eklund exchanged emails about attending a going away party for a court commissioner. Ms. Eklund told the judge that she would be “conquering mountains” that day and that he would be “collecting on [her] life insurance.”
- On July 31, 2018, in an email with a subject line of “WHAT ARE THE FINNS LIKE,” Judge Carrozzo 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, Judge Carrozzo emailed Ms. Eklund a PowerPoint deck that he created, concerning “international law.” The subject of the PowerPoint presentation was the Finnish justice system. Judge Carrozzo suggested that Ms. Eklund could be a guest instructor for the law school where he taught. He also

said the presentation would “provide \$200 worth of pet toys...or 1 pair of shoes (I’m guessing the shoes).” The judge stated that Ms. Eklund “would be an awesome instructor,” and he promised “not to sit in the back of class and laugh at [her].”

- On August 22, 2018, Judge Carrozzo emailed Ms. Braun, Ms. Eklund, and Ms. Cruz to suggest that the four of them have a social lunch together in the conference room from time to time. Judge Carrozzo 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.” The judge replied: “Leo and I would love your company anytime (Leo says he loves fishy lunches).” Leo was the name of Judge Carrozzo’s dog.
- On August 29, 2018, Ms. Eklund sent Judge Carrozzo 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, Judge Carrozzo responded: “Wow that was a long 4:23. I’m certain I would rather hear you sing that song...”
- On October 4, 2018, Judge Carrozzo invited Ms. Eklund to take motorcycle driving lessons with him 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.” Judge Carrozzo 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 Judge Carrozzo, “I’m only 4 hours late to work, do you think anyone noticed?” He responded, “I covered for you.” An email exchange followed, in which

Ms. Eklund employed self-deprecating humor, and Judge Carrozzo suggested that Ms. Eklund was “professional, thoughtful, and solved everyone’s problems.”

- From October 2018 through October 2019, Judge Carrozzo invited Ms. Eklund to attend several legal conferences and events with him, including the Appellate Justices Reception.
- On November 13, 2018, Judge Carrozzo arranged to go running with Ms. Eklund.
- On December 11, 2018, Judge Carrozzo invited Ms. Eklund to go with him to a meeting with the Santa Barbara Police Chief, because he believed the Chief would be a “good contact” for Ms. Eklund.
- On December 30, 2018, Judge Carrozzo emailed Ms. Eklund a story he wrote, which appeared to be a fictionalized account of a personal anecdote that Ms. Eklund had shared with the judge. 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 he mentioned in the story, “including [her] business ventures,” between herself and the judge.
- On February 27, 2019, Judge Carrozzo sent Ms. Eklund a flyer about a Santa Barbara District Attorney barbeque fundraiser and said, “I’m buying...”
- On March 21, 2019, Judge Carrozzo 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, Judge Carrozzo and Ms. Eklund discussed obtaining tickets to GoatFest, a fundraiser for African Women Rising.

- On April 22, 2019, Judge Carrozzo forwarded Ms. Eklund an email about a horse show on an upcoming Saturday, and he asked if she wanted to give out ribbons with him.
- On June 4, 2019, Judge Carrozzo 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, Judge Carrozzo asked Ms. Eklund to obtain two tickets to a conference at the L.A. Grand Hotel Downtown in Los Angeles for the two of them.
- On June 13, 2019, Judge Carrozzo asked Ms. Eklund to obtain two tickets to a conference in San Diego for the two of them.
- On June 17, 2019, Judge Carrozzo 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, Judge Carrozzo asked Ms. Eklund to obtain two tickets to a different conference in San Diego for the two of them.
- On June 24, 2019, Judge Carrozzo 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.” Judge Carrozzo 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?” The judge answered, “If I told you in advance you would say no...you need to agree first!”

- On June 25, 2019, Judge Carrozzo sent Ms. Eklund an email with a subject line of “\$\$\$\$” and an attached flyer for a UBS Bank barbeque event. The text of his email to Ms. Eklund said only, “What can you get us for this appearance?”
- On August 7, 2019, Judge Carrozzo 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, Judge Carrozzo forwarded Ms. Eklund an email invitation to the Appellate Justices Reception and asked, “You in...?”
- On October 23, 2019, Judge Carrozzo offered to introduce Ms. Eklund to a bank manager at UBS concerning a potential job. Judge Carrozzo asked Ms. Eklund to join him 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, Judge Carrozzo and Ms. Eklund used the court’s computer system to search for numerous vacation rental properties and property listings.
- On January 21, 2020, Judge Carrozzo invited Ms. Eklund to attend the Probation Department’s staff recognition dinner with him.
- On February 25, 2020, Judge Carrozzo invited Ms. Eklund to join him in attending a “Judicial Reception,” hosted by the Santa Barbara Women Lawyers, to honor federal Magistrate Judge Louise LaMothe.

- On March 17, 2020, after Judge Carrozzo 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 the judge to hold any announcement until he received the official order closing the clerk's office. Ten minutes later, Judge Carrozzo 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, Judge Carrozzo used the court email system to exchange personal emails containing innuendo. For example:

- On June 24, 2019, Judge Carrozzo agreed that Ms. Eklund was a "hot blondie."
- On June 26, 2019, Judge Carrozzo 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, Judge Carrozzo 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!

Judge Carrozzo's conduct violated canons 2 and 2A of the Code of Judicial Ethics. The judge's conduct constituted prejudicial misconduct. (Cal. Const., art. VI, section 18, subd. (d).)

B. Judge Carrozzo used his official court email account to exchange numerous personal emails, unrelated to court business, that appeared to relate to entertainment or personal shopping.

Judge Carrozzo 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. Judge Carrozzo also played Sudoku puzzle games with Ms. Eklund during the workday. He helped sell Ms. Eklund's vehicle on Craigslist, in October 2019, and he ordered her a replacement battery from "Hyperice." The judge 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 them also planned and arranged baby classes, and baby class refunds, using their work emails.

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

- On March 16, 2018, Judge Carrozzo emailed Ms. Eklund to ask who was currently winning the court's annual "March Madness" basketball brackets. At the end of their email conversation, Judge Carrozzo told Ms. Eklund: "Eat some broccoli and good luck in your competition tonight. May your burpees be quick and straight."
- On March 20, 2018, Judge Carrozzo emailed Ms. Eklund with a subject line of "March Madness" and instructed her to open an attachment to the email that his friend had sent to him. 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 Judge Carrozzo a link to a website selling Finnish gin, with a subject line of “Napue.” Judge Carrozzo responded, “How could you forget Napue!”
- On September 13, 2018, Judge Carrozzo 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, Judge Carrozzo 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, Judge Carrozzo and Ms. Eklund exchanged emails about a Sudoku puzzle that he had given to her. When Ms. Eklund commented about the puzzle’s high difficulty level, Judge Carrozzo suggested that she “bring it over” to his chambers so that he could “give [her] a one number per square hint.”
- On October 23, 2018, Judge Carrozzo 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, Judge Carrozzo and Ms. Eklund appeared to shop for a new mattress, and he informed Ms. Eklund that “Tempur-Pedic was among several mattress brands rated highly for overall satisfaction.”

Judge Carrozzo’s conduct violated canons 2 and 2A of the Code of Judicial Ethics. The judge’s conduct constituted prejudicial misconduct. (Cal. Const., art. VI, section 18, subd. (d).)

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, Judge Carrozzo 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, Judge Carrozzo took actions on Ms. Eklund's behalf, offered her unique opportunities, and afforded her special treatment that he did not similarly provide or offer to other court staff.

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

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

provided Ms. Eklund with Santa Barbara Police Chief Lori Luhnnow's personal email address. Judge Carrozzo and Ms. Eklund also exchanged numerous emails in which he asked Ms. Eklund to obtain two tickets for the two of them to attend various judicial conferences.

Judge Carrozzo's email correspondence with Ms. Eklund also reflects the following. He consulted Ms. Eklund on the selection and evaluation of assigned judges, leading him to comment on the "power" that Ms. Eklund had over the assigned judges. After receiving complaints, Judge Carrozzo asked Ms. Eklund whether she thought that he should provide lunch between the morning and afternoon sessions of an all-day training for Santa Barbara County judges. He asked Ms. Eklund to "research what [his] thoughts should be on Prop 66" before he returned an appellate justice's call on the topic. He offered to have Ms. Eklund assigned to the Language Access Annual Survey, although Ms. Eklund ultimately declined because she was not qualified. Judge Carrozzo forwarded Ms. Eklund information about a new "casual dress" policy, before the information was announced and available to other members of court staff. He stated that he "covered for [Ms. Eklund]" when she was four hours late to work on one occasion. He 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. Judge Carrozzo also suggested that Ms. Eklund should consider "a stint in the JAG Corp[s]" (where the judge previously served) after she completed "Carrozzo University School of Law." The judge's reference to Ms. Eklund completing "Carrozzo University School of Law" gave the appearance that he offered, intended to offer, or was willing to offer Ms. Eklund the opportunity to complete the State Bar's "Law Office Study Program" through a program of legal studies in his chambers.

Judge Carrozzo took such actions when he and Ms. Eklund were "good friends," when he was in a romantic dating relationship with Ms. Eklund, and

when Ms. Eklund was pregnant with his child. As Assistant Presiding Judge and Presiding Judge, Judge Carrozzo had a supervisory role over Ms. Eklund, while maintaining a close friendship with her and while maintaining a romantic relationship with her.

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

Judge Carrozzo's conduct violated canons 2, 2A, 2B(1), 3C(1), 3C(5), and 4A of the Code of Judicial Ethics. The judge's conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

By signing this stipulation, in addition to consenting to discipline on the terms set forth, Judge Michael J. Carrozzo expressly admits that the foregoing facts are true and that he agrees with the stated legal conclusions.

DISCIPLINE

Article VI, section 18, subsection (d) of the California Constitution provides that the commission may "censure a judge . . . or remove a judge for action . . . that constitutes willful misconduct in office . . . or conduct prejudicial to the administration of justice that brings the judicial office into disrepute." Judge Carrozzo concedes that he committed ten acts of willful misconduct, and nine acts of prejudicial misconduct, that violated the Code of Judicial Ethics. Judge Carrozzo's misconduct was serious and includes a significant number of acts, spanning over two years. The misconduct was of a nature to undermine public respect and confidence in the integrity of the judiciary. As the Supreme Court has stated, honesty is a "minimum qualification[]" that is "expected of every judge." (*Kloepfer v. Commission on Judicial Performance* (1989) 49 Cal.3d 826, 865.) In drafting correspondence with a letterhead that represented that he was

an attorney at law, and falsely stated that he represented an individual, Judge Carrozzo misrepresented material facts and intentionally conveyed the false representation that he was entitled to practice law. Furthermore, in his response to the commission's investigation, Judge Carrozzo made representations about the correspondence that he knew or should have known were false.

The purpose of a commission disciplinary proceeding is not punishment, "but rather the protection of the public, the enforcement of rigorous standards of judicial conduct, and the maintenance of public confidence in the integrity . . . of the judicial system." (*Broadman v. Commission on Judicial Performance* (1998) 18 Cal.4th 1079, 1112, citing *Adams v. Commission on Judicial Performance* (1995) 10 Cal.4th 866, 912.) The commission believes that this purpose is best served by the discipline proposed in the Stipulation. The judge's agreement to resign effective September 9, 2025, and not to seek or hold judicial office, effectively reaches the same resolution as removal, affords protection to the public, enforces rigorous standards of judicial conduct, and maintains public confidence in the integrity of the judicial system, in the most expeditious manner by avoiding the delay of further proceedings. Accordingly, we impose this severe public censure and bar pursuant to the terms and conditions of the attached Stipulation.

Commission members Hon. Lisa B. Lench; Mani Sheik, Esq.; Mr. Alton L. Garrett, Jr.; Ms. Kay Cooperman Jue; Hon. Julia C. Kelety; Mr. Richard A. Long; Hon. Kimberly Merrifield; Dr. Michael A. Moodian; Mr. Gerald C. Shelton; and Ms. Beatriz E. Tapia voted to accept the parties' Stipulation. Commission member Rickey Ivie, Esq. did not participate.

Date: 4/17/2025

On behalf of the
Commission on Judicial Performance,



Hon. Lisa B. Lench
Chairperson

FILED

April 7 2025

**COMMISSION ON
JUDICIAL PERFORMANCE**

STATE OF CALIFORNIA
BEFORE THE COMMISSION ON JUDICIAL PERFORMANCE

INQUIRY CONCERNING
JUDGE MICHAEL J. CARROZZO

No. 210

STIPULATION FOR DISCIPLINE
BY CONSENT (Rule 127)

Pursuant to rule 127 of the Rules of the Commission on Judicial Performance, Judge Michael J. Carrozzo of the Santa Barbara County Superior Court, represented by counsel Heather L. Rosing, Esq. of Rosing, Pott, and Strohhahn, P.C., and commission examiner Mark A. Lizarraga, Esq. (the “parties”) submit this proposed disposition of Inquiry No. 210. The parties request that the commission resolve this matter by imposition of a severe public censure; an irrevocable resignation from office, effective September 9, 2025; and an agreement that Judge Carrozzo will not seek or hold judicial office, accept a position or an assignment as a judicial officer, subordinate judicial officer, or judge pro tem with any court in the State of California, or accept a reference of work from any California state court, at any time after September 9, 2025.

The parties believe that the settlement provided by this agreement is in the best interests of the commission and Judge Carrozzo because, among other reasons, in light of the stipulated facts and legal conclusions, and the judge’s agreement to resign from office and to not serve as a judicial officer after his resignation, a severe public censure adequately protects the public and will avoid the delay and expense of further proceedings. In addition, in

the absence of a stipulated disposition, commission proceedings could not be completed before the judge's resignation date of September 9, 2025.

TERMS AND CONDITIONS OF AGREEMENT

1. This agreement resolves the matters alleged in the Inquiry Concerning Judge Michael J. Carrozzo, No. 210.
2. The commission shall issue a severe public censure based on the agreed Stipulated Facts and Legal Conclusions set forth herein.
3. If the commission accepts this proposed disposition, the commission's decision and order imposing a severe public censure may articulate the reasons for its decision and include explanatory language that the commission deems appropriate.
4. Upon acceptance by the commission, this stipulation, the judge's affidavit of consent, and the commission's decision and order shall be made public.
5. Judge Carrozzo waives any further proceedings and review in this matter, including formal proceedings (Rules of Com. Jud. Perform., rule 118 et seq.) and review by the Supreme Court (Cal. Rules of Court, rule 9.60).
6. Pursuant to this agreement, Judge Carrozzo has agreed to irrevocably resign from his position as a judge, effective September 9, 2025. Beginning June 2, 2025, Judge Carrozzo shall use accrued vacation or other leave time and shall be absent from the bench and not preside over any judicial proceedings through September 9, 2025. Judge Carrozzo represents and warrants that he has sufficient vacation/leave time to be absent from the bench between June 2, 2025 and September 9, 2025, inclusive, and that his presiding judge will allow him to be absent during that period.
7. Judge Carrozzo also agrees that he will not seek or hold judicial office, accept a position or an assignment as a judicial officer, subordinate

judicial officer, or judge pro tem with any court in the State of California, or accept a reference of work from any California state court, at any time after September 9, 2025.

8. If Judge Carrozzo attempts to serve in a judicial capacity in violation of the foregoing paragraph, the commission may withdraw the severe public censure and reinstitute formal proceedings as to all of the charges in the notice of formal proceedings. The commission may also refer the matter to the State Bar of California.

9. If Judge Carrozzo fails to resign in accordance with this agreement, the commission may withdraw the severe public censure and resume its formal proceedings as to all of the charges in the notice of formal proceedings.

10. Failure to comply with the terms and conditions of this agreement may also constitute additional and independent grounds for discipline.

11. Judge Carrozzo agrees that the facts recited herein are true and correct, and that the discipline to which the parties stipulate herein is appropriate in light of those facts.

12. The commission may reject this proposed disposition and resume formal proceedings. If the commission does so, nothing in this proposed disposition will be deemed to be admitted or conceded by either party.

Accordingly, it is hereby stipulated and agreed that the commission shall issue a severe public censure on the above Terms and Conditions of Agreement and based on the following Stipulated Facts and Legal Conclusions.

STIPULATED FACTS AND LEGAL CONCLUSIONS

This disciplinary matter concerns Judge Michael J. Carrozzo, a judge of the Santa Barbara County Superior Court since 2014. His current term began in January 2023.

COUNT ONE

In 2017 and 2018, Judge Carrozzo served as the Assistant Presiding Judge of the Santa Barbara County Superior Court. In 2019 and 2020, he 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 Judge Carrozzo’s assigned judicial secretary.

In 2018, 2019, and 2020, Judge Carrozzo engaged in the following conduct, 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 Judge Carrozzo was serving as Assistant Presiding Judge of the Santa Barbara County Superior Court, he used his court email account to send an email to Ms. Eklund’s court email account.¹ The judge’s email to Ms. Eklund provided draft language for Ms. Eklund to send to the insurance company. Judge Carrozzo 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

¹ In these Stipulated Facts and Legal Conclusions, all references to emails between Judge Carrozzo and Ms. Eklund refer to emails that were sent to or from their respective official superior court email accounts.

would be handling the claim, and inquired whether the insured party had contacted the insurance company.

On October 31, 2018, Judge Carrozzo sent Ms. Eklund an email containing four draft messages for Ms. Eklund to send to the insurance company on four specific, future dates. Judge Carrozzo 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 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 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 the judge's October 31, 2018 email to Ms. Eklund, he 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 him "handle it." Judge Carrozzo 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, Judge Carrozzo 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, the judge sent Ms. Eklund an email containing a draft message for her to send to the insurance company, inquiring about the status of her claim. Judge Carrozzo composed and provided the message for Ms. Eklund's use and benefit. The language of the draft message he provided to Ms. Eklund was substantially similar to one of the four draft messages that he provided

to Ms. Eklund in his 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 the judge that she would ask the insurance company for an update. Judge Carrozzo responded (by email), “Perfect, a little wincing in the background would be a nice touch.”

On November 15, 2018, Judge Carrozzo 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. He 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 purse [*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.

In Judge Carrozzo’s November 15, 2018 email to Ms. Eklund, he 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.” Judge

Carrozzo 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, the judge emailed Ms. Eklund another draft message to the insurance company. He 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 Judge Carrozzo’s email to Ms. Eklund was, “Send it today...after you proofread you [*sic*] of course.”

On November 27, 2018, Judge Carrozzo emailed Ms. Eklund a draft follow-up message to send to the insurance company. Judge Carrozzo composed and provided the draft message for Ms. Eklund’s use and benefit. The subject line of his 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 the judge’s draft follow-up message was “much nicer than [she] would be... if [she] was left to [her] own devices.” Judge Carrozzo replied, “We have to keep our eyes on the prize \$\$\$\$\$\$.”

On December 3 and 7, 2018, Judge Carrozzo emailed Ms. Eklund additional follow-up messages for her to send to the insurance company. He 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 his emails containing the follow-up messages indicated the day on which Ms. Eklund should send the follow-up message that he provided to 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, Judge Carrozzo 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. Judge Carrozzo 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 his email, Ms. Eklund asked the judge whether she could claim "lost wages" if she used paid sick time to cover the referenced 12 hours.

On December 19, 2018, Judge Carrozzo 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 Judge Carrozzo, using his 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. Judge Carrozzo composed and provided the employment letter for Ms. Eklund's use and benefit.

On December 20, 2018, the judge 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. Judge Carrozzo 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, Judge Carrozzo intended and understood that his reference to Ms. Eklund attaching an "employment letter" was a reference to the Microsoft Word document entitled "sara.employment.letter," which he had emailed to Ms. Eklund on December 19, 2018.

On January 15 and 16, 2019, after Judge Carrozzo began serving as Presiding Judge of the Santa Barbara County Superior Court, he 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. The judge composed and provided the draft messages for Ms. Eklund's use and benefit.

On August 15, 2019, while Judge Carrozzo was serving as Presiding Judge, he 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 Carrozzo to the insurance company, concerning subrogation of Ms. Eklund's insurance claims. Judge Carrozzo composed and provided the letter for Ms. Eklund's use and benefit.

Judge Carrozzo used misleading letterhead in connection with the draft letter he 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 Judge Carrozzo 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.” Judge Carrozzo provided his personal cellular telephone number in the letter. Ms. Eklund responded to Judge Carrozzo by email: “It looks great to me. What happens if they google your name?” Shortly after Ms. Eklund sent that response, Judge Carrozzo received and read her email.

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

At the time Judge Carrozzo signed the letter, he knew its contents. Judge Carrozzo signed the letter with the intention and expectation that either he or Ms. Eklund would transmit the signed letter to the insurance company. At the time Judge Carrozzo signed the letter, he knew that, as a

judge, he was not an active licensee of the California State Bar and was not permitted to practice law.

At approximately 9:14 a.m. on August 16, 2019, the judge or Ms. Eklund transmitted the signed letter to The Rawlings Group by facsimile from the court's administration office. He 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 his personal cellular telephone number and the court's facsimile number as the sender's contact information.

Judge Carrozzo's August 16, 2019 letter to The Rawlings Group was dishonest and misleading. By identifying himself as an "attorney at law," advising that he represented Ms. Eklund, and directing the recipient not to communicate with Ms. Eklund directly, Judge Carrozzo misrepresented material facts and intentionally conveyed the false representation that he was entitled to practice law at that time.

On or before November 12, 2019, Judge Carrozzo 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 Judge Carrozzo a voicemail message concerning Ms. Eklund's claim. Mr. Lloyd left the voicemail message for Judge Carrozzo, rather than for Ms. Eklund, because Judge Carrozzo had identified himself to The Rawlings Group, in his August 16, 2019 letter, as an attorney representing Ms. Eklund in connection with her claim. Judge Carrozzo had provided The Rawlings Group with his contact information, and he had "directed" The Rawlings Group not to communicate with

Ms. Eklund “in any manner.” Judge Carrozzo also instructed The Rawlings Group to “direct all correspondences to my office.”

On November 13, 2019, Judge Carrozzo called Mr. Lloyd from his personal cellular telephone, and he spoke with Mr. Lloyd for nearly three minutes. The following informal transcript reflects the telephone conversation between Judge Carrozzo 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 Judge Carrozzo's correspondence and conversations with Mr. Lloyd, The Rawlings Group closed the file in Ms. Eklund's favor.

When Judge Carrozzo spoke on the telephone with Mr. Lloyd and identified himself as representing Ms. Eklund (then, "Sara Romero"), Judge Carrozzo knew or should have known that Mr. Lloyd believed him to be Ms. Eklund's attorney. When Judge Carrozzo spoke on the telephone with Mr. Lloyd, he knew that, as a judge, he was not an active licensee of the California State Bar and was not permitted to practice law. Judge Carrozzo's statements to Mr. Lloyd were deceptive and misleading. Judge Carrozzo misrepresented facts and conveyed the false representation that he was entitled to practice law at that time.

Judge Carrozzo's conduct violated canons 1, 2, 2A, 4A, and 4G of the Code of Judicial Ethics. The judge's conduct constituted conduct prejudicial to the administration of justice that brings the judicial office into disrepute. (Cal. Const., art. VI, section 18, subd. (d).)

B. On November 25, 2018, while Judge Carrozzo was serving as Assistant Presiding Judge of the Santa Barbara County Superior Court, he 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. Judge Carrozzo composed and provided the letter for Ms. Eklund's use and benefit. The correspondence was not sent.

On January 22, 2019, while Judge Carrozzo was serving as Presiding Judge of the Santa Barbara County Superior Court, he sent Ms. Eklund an email containing two draft messages – labeled “Email 1” and “Email 2” – styled as if from Ms. Eklund to her landlord. Judge Carrozzo 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 Judge Carrozzo was serving as Presiding Judge, he 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.” The judge composed and provided the letters for Ms. Eklund’s use and benefit.

Judge Carrozzo’s conduct violated canons 2, 2A, 4A, and 4G of the Code of Judicial Ethics. The judge’s conduct constituted prejudicial misconduct. (Cal. Const., art. VI, section 18, subd. (d).)

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 Judge Carrozzo was serving as Presiding Judge of the Santa Barbara County Superior Court, he sent Ms. Eklund an email with a subject line of “Tell me when you’re ready.” The text of his 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. Judge Carrozzo composed and provided the letter for Ms. Eklund’s use and benefit.

Judge Carrozzo used misleading letterhead in connection with the draft letter he 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 he and Ms. Eklund used. Judge Carrozzo also included his personal email address and his personal cellular telephone number in the letterhead.

In the draft letter, Judge Carrozzo stated that he represented Ms. Eklund and described her as his client. Judge Carrozzo instructed DreamCloud to refrain from contacting Ms. Eklund and to “refer all

correspondence to [DreamCloud's] corporate counsel.” The draft letter included the following language.

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.

Judge Carrozzo's July 12, 2019 letter to DreamCloud was never sent, but the contents of the letter misrepresented facts and conveyed the false representation that he was entitled to practice law at that time. When Judge Carrozzo composed the draft letter and provided a copy of it to Ms. Eklund, Judge Carrozzo knew that, as a judge, he was not an active licensee of the California State Bar and was not permitted to practice law.

Judge Carrozzo's conduct violated canons 1, 2, 2A, 4A, and 4G of the Code of Judicial Ethics. The judge's conduct constituted prejudicial misconduct. (Cal. Const., art. VI, section 18, subd. (d).)

D. On June 5, 2020, Ms. Eklund sent Judge Carrozzo an email with a subject line of “Call to action.” Ms. Eklund's email stated that she needed the judge's “legal services again” and asked the judge to edit a Santa Barbara County Employees' Retirement System (SBCERS) template order that Ms. Eklund sent to Judge Carrozzo. He 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. Judge Carrozzo 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 fully executed version of the "Stipulation and Order Re Omitted Asset" that the judge edited for Ms. Eklund was filed by another judge in Ventura County Superior Court case number D387382.

Judge Carrozzo's conduct violated canons 2, 2A, and 4A of the Code of Judicial Ethics. The judge's conduct constituted prejudicial misconduct. (Cal. Const., art. VI, section 18, subd. (d).)

E. In October 2019, Ms. Eklund sold her car, a 2008 Ford Focus. On January 13, 2020, Judge Carrozzo 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. Judge Carrozzo 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 Judge Carrozzo listed Ms. Eklund's name in the letter's signature area, he included his personal cellular telephone number for the recipient(s) to call with "any question regarding the letter."

Judge Carrozzo's conduct violated canons 2, 2A, and 4A of the Code of Judicial Ethics. The judge's conduct constituted prejudicial misconduct. (Cal. Const., art. VI, section 18, subd. (d).)

COUNT TWO

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

A. In Judge Carrozzo's August 1, 2023 response to the commission's March 30, 2023 preliminary investigation letter, he suggested that his violation of canon 4G of the Code of Judicial Ethics, which prohibits judges from practicing law, was "unintentional." Judge Carrozzo stated that he "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." He also stated that "now" he recognizes "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."

At the time Judge Carrozzo created the letters to DreamCloud and The Rawlings Group, which were prepared on "attorney at law" letterhead, Judge Carrozzo knew or should have known that any recipient of those letters would understand and believe him to be an attorney representing Ms. Eklund in her business with the company. When Judge Carrozzo signed the letter to The Rawlings Group, he knew or should have known that any recipient of that letter would understand and believe him 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 him, Judge Carrozzo knew or should have known that the recipient would understand and believe that he was an attorney representing Ms. Eklund. When Judge Carrozzo spoke by telephone with Mr. Lloyd, of The Rawlings Group, and told Mr. Lloyd that he represented Ms. Eklund (then, Ms. "Romero"), Judge Carrozzo knew or should have known that Mr. Lloyd understood and believed him to be an attorney representing Ms. Eklund.

In each instance, Judge Carrozzo knew or should have known, at that time, that his actions and the language in the letters "went beyond

providing basic legal information to [Ms. Eklund] or acting as a scrivener.” In each instance, Judge Carrozzo knew or should have known, at that time, that his actions and the language in the letters “could reasonably be perceived as advocacy on [Ms. Eklund’s] behalf.” In each instance, Judge Carrozzo intended, at that time, to present himself and to act as Ms. Eklund’s attorney in connection with her dealings with each company.

Judge Carrozzo knew or should have known that those statements and representations, in his August 1, 2023 response to the commission, were false.

Judge Carrozzo’s conduct violated canons 1, 2, 2A, 3, 3C, and 3D(4) of the Code of Judicial Ethics. The judge’s conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

B. In Judge Carrozzo’s August 1, 2023 response to the commission’s March 30, 2023 preliminary investigation letter, with respect to his August 16, 2019 letter to The Rawlings Group, Judge Carrozzo 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.” He 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 Judge Carrozzo provide “all correspondence and communications sent to United Alliance and/or The Rawlings Group.” The judge’s August 1, 2023 response did not contain the requested records or otherwise address the commission’s request. On August 10, 2023, the commission sent Judge Carrozzo a follow-up letter, noting his failure to comply with the March 30, 2023 request and requesting, again, that he provide all correspondence and communications sent from him 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 Judge Carrozzo's August 14, 2023 response to the commission's August 10 follow-up letter, he stated that he "did not send any correspondence or communications to either United Alliance or the Rawlings Group."

Judge Carrozzo should have done further investigation and should have known that those statements and representations, in his August 1 and August 14, 2023 responses to the commission, were false.

Judge Carrozzo's conduct violated canons 1, 2, 2A, 3, 3C, and 3D(4) of the Code of Judicial Ethics. The judge's conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

C. In Judge Carrozzo's August 1, 2023 response to the commission's March 30, 2023 preliminary investigation letter, he 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 Judge Carrozzo's August 16, 2019 letter to The Rawlings Group, the judge stated that "to the best of his knowledge and recollection the letter was never sent to the intended recipient or anyone else." Judge Carrozzo 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." He also stated that he did not believe that his reference to himself as an attorney at law "can properly be characterized as a misrepresentation of material fact since to the best of his knowledge and recollection, the draft correspondence was not sent to either Mr. Lloyd or anyone else."

Judge Carrozzo should have investigated further and should have known that those statements and representations, in his August 1 response to the commission, were false.

Judge Carrozzo's conduct violated canons 1, 2, 2A, 3, 3C, and 3D(4) of the Code of Judicial Ethics. The judge's conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

COUNT THREE

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

In 2018, 2019, and 2020, Judge Carrozzo misused his judicial title and the prestige of judicial office for the benefit of himself or others, as follows.

A. On or about December 19, 2018, in connection with Ms. Eklund's October 2018 traffic accident, Judge Carrozzo composed and provided an "employment verification" letter for Ms. Eklund to send to the insurance company. He 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. The judge's 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. Judge Carrozzo included his judicial email address at the end of the letter, in case the recipient had "any questions or require[d] additional information."

When Judge Carrozzo composed the December 19, 2018 "employment verification" letter, he should not have verified Ms. Eklund's employment information, including her job title, hourly wage, and attendance record. Rather, he should have had Human Resources independently verify her employment information.

Judge Carrozzo's conduct constituted an abuse of authority and violated canons 2, 2A, 2B(1), and 2B(2) of the Code of Judicial Ethics. The judge's conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

B. On November 4, 2019, Judge Carrozzo 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. He 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 his name and his title of “Presiding Judge.” Judge Carrozzo’s 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. The judge included his judicial email address and his direct chambers telephone number, in case the recipient had “any questions.” The address that he identified as Ms. Eklund’s address “on file” with the court was the same UPS mailbox that he previously used on his “attorney at law” letterhead.

When Judge Carrozzo composed the November 4, 2019 “employment verification” letter to the Department of Motor Vehicles, he should not have verified Ms. Eklund’s employment information, including her start date, her job title, and her personal information “on file” with the court. Rather, he should have had Human Resources independently verify her employment information.

Judge Carrozzo’s conduct constituted an abuse of authority and violated canons 1, 2, 2A, 2B(1), and 2B(2) of the Code of Judicial Ethics. The judge’s conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

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

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

Judge Carrozzo had no legal authority to obtain or possess the confidential law enforcement report relating to Ms. Eklund's October 2018 traffic accident. Judge Carrozzo 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.

Judge Carrozzo's conduct constituted an abuse of authority and violated canons 2, 2A, 2B(1), and 2B(2) of the Code of Judicial Ethics. The judge's conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

D. In 2020, while Ms. Eklund was pregnant with Judge Carrozzo's child, he attempted to secure for that child future admission to the [REDACTED] [REDACTED] (C). On April 9, 2020, Judge Carrozzo 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



Judge Carrozzo sent his email to the [REDACTED] C Director from the court's email system, using his official judicial email address. He sent the email to the [REDACTED] C Director for the benefit of himself, Ms. Eklund, and his future child. Judge Carrozzo's email included a signature block that read "Judge Michael J. Carrozzo" and listed the court's name and address, his official judicial email address, and his direct chambers telephone number. Judge Carrozzo's email to the [REDACTED] C Director also included the court seal. After receiving an email response from the [REDACTED] C Director, confirming that he was on the waitlist, Judge Carrozzo forwarded the email exchange to Ms. Eklund's court email address.

Judge Carrozzo's conduct constituted an abuse of authority and violated canons 2, 2A, 2B(1), and 2B(2) of the Code of Judicial Ethics. The judge's conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

COUNT FOUR

In 2017 and 2018, Judge Carrozzo served as the Assistant Presiding Judge of the Santa Barbara County Superior Court. In 2019 and 2020, Judge Carrozzo 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 Judge Carrozzo's 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, Judge Carrozzo 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 Judge Carrozzo was serving as Assistant Presiding Judge in 2018, and while Judge Carrozzo was serving as Presiding Judge in 2019 and 2020, he corresponded with Ms. Eklund (using their respective court email addresses) and made remarks – about judges, court staff, and attorneys – 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, Judge Carrozzo also failed to require court personnel under his 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.

Judge Carrozzo 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 his court email account, Judge Carrozzo 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 Judge Carrozzo in emails that were sent or received on or about the following dates: November 1 and 28, 2018; January 24, February 21, July 10, 11, 15, 19, August 29, and December 11, 2019; and March 2, 9, 2020. Judge Carrozzo made such comments while he was serving as Assistant Presiding Judge and, later, while he was serving as Presiding Judge. Judge Carrozzo encouraged and invited Ms. Eklund to make such comments, and he failed to correct or dissuade Ms. Eklund from making such comments. Some of the comments in his email exchanges with Ms. Eklund, when considered individually and when considered as a whole, reflected bias, or prejudice on the basis of age, or created an appearance thereof.

By inviting or encouraging Ms. Eklund to make such remarks, and by not correcting or dissuading Ms. Eklund from making such remarks, Judge Carrozzo failed to require that she observe appropriate standards of conduct.

Judge Carrozzo's conduct violated canons 1, 2, 2A, 2B(1), 3B(4), 3C(1), and 3C(3) of the Code of Judicial Ethics. The judge's conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

B. Using his court email account, Judge Carrozzo engaged in a pattern of making gratuitous, unprofessional, disrespectful, and unkind comments about other Santa Barbara County Superior Court judges. As part of that pattern, Judge Carrozzo also made such comments about "civil judges," generally, and about all the judges on the court, as a whole.

Judge Carrozzo 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. Judge Carrozzo made such comments while he was serving as Assistant Presiding Judge and, later, while he was serving as Presiding Judge. Judge Carrozzo encouraged and invited Ms. Eklund to make such comments, and he failed to correct or dissuade Ms. Eklund from making such comments. Some of the comments in his email correspondence with Ms. Eklund reflected bias, prejudice, or harassment, or created an appearance thereof.

By inviting or encouraging Ms. Eklund to make such remarks, and by not correcting or dissuading Ms. Eklund from making such remarks, Judge Carrozzo failed to require that she observe appropriate standards of conduct.

Judge Carrozzo's conduct violated canons 1, 2, 2A, 2B(1), 3B(4), 3C(1), and 3C(3) of the Code of Judicial Ethics. The judge's conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

C. Using his court email account, Judge Carrozzo engaged in a pattern of making gratuitous, unprofessional, disrespectful, and unkind comments about Santa Barbara County Superior Court staff members. The comments comprising that pattern were made by Judge Carrozzo in emails that were sent or received on or about the following dates: October 15, 2018; June 21, July 11, 15, and December 11, 2019; January 29, and March 5, 2020. Judge Carrozzo made such comments while he was serving as Assistant Presiding Judge and, later, while he was serving as Presiding Judge. Judge Carrozzo encouraged and invited Ms. Eklund to make such comments, and he failed to correct or dissuade Ms. Eklund from making such comments.

Judge Carrozzo's conduct violated canons 1, 2, 2A, 2B(1), 3B(4), 3C(1), and 3C(3) of the Code of Judicial Ethics. The judge's conduct constituted, at a minimum, conduct prejudicial to the administration of justice that brings the judicial office into disrepute. (Cal. Const., art. VI, section 18, subd. (d).)

D. Using his court email account, Judge Carrozzo made gratuitous and unprofessional comments about attorneys. Judge Carrozzo made such comments in emails that were sent or received on or about August 25, November 14, and November 15, 2019. He made such comments while he was serving as Presiding Judge. Judge Carrozzo encouraged and invited Ms. Eklund to make such comments, and he failed to correct or dissuade Ms. Eklund from making such comments.

Judge Carrozzo's conduct violated canons 1, 2, 2A, 2B(1), 3B(4), 3C(1), and 3C(3) of the Code of Judicial Ethics. The judge's conduct constituted prejudicial misconduct. (Cal. Const., art. VI, section 18, subd. (d).)

COUNT FIVE

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

In 2018, 2019, and 2020, Judge Carrozzo 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. Judge Carrozzo's use of public property and resources did not constitute incidental or de minimis use of public resources.

A. Judge Carrozzo used his official court email account to send hundreds of personal emails, unrelated to court business, that were unprofessional, overly casual, and sometimes flirtatious. Many of the judge's personal email exchanges with Ms. Eklund appeared to be for the

purpose of socializing. Judge Carrozzo's personal email exchanges and socializing with Ms. Eklund also facilitated his romantic pursuit of her or created an appearance thereof.

Judge Carrozzo provided Ms. Eklund with legal advice and draft legal correspondence; he obtained a confidential CHP report concerning Ms. Eklund's traffic accident and disseminated it to her; and he used his judicial title and court email account to contact a childcare center. Judge Carrozzo sent numerous emails in which he made sarcastic, unprofessional, and otherwise improper comments about other judges and court staff. Judge Carrozzo shared photos of dogs and of himself, and he exchanged numerous links to non-work-related websites, including rental housing listings and internet listings of homes that were for sale. Judge Carrozzo made social plans to attend an event for Africa Women Rising ("GoatFest"), a play, and a show at The Magic Castle. He searched for vacation rentals, planned vacations, booked spa treatments, and made holiday plans. Judge Carrozzo 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," Judge Carrozzo 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," Judge Carrozzo 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, he emailed Ms. Eklund to ask whether she had won a "deadlift" and "handstand pushups" fitness

competition, and an email exchange ensued. Later that afternoon, the judge 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 Judge Carrozzo if the two of them were going to the stadium for a run that day. Judge Carrozzo said he did not want to take advantage of Ms. Eklund’s “weakened state.” She replied that he could “make it up to” her by stretching that night. Judge Carrozzo offered her a lemon square instead.
- On July 16, 2018, after Ms. Eklund informed Judge Carrozzo about a special-set preliminary hearing the next morning, he asked her, “How’s it going?” Ms. Eklund said she was doing “terrible” because she was sick and he was not at the courthouse “to make fun of... my husky man voice.” Judge Carrozzo 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, Judge Carrozzo and Ms. Eklund exchanged emails about attending a going away party for a court commissioner. Ms. Eklund told the judge that she would be “conquering mountains” that day and that he would be “collecting on [her] life insurance.”
- On July 31, 2018, in an email with a subject line of “WHAT ARE THE FINNS LIKE,” Judge Carrozzo 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, Judge Carrozzo emailed Ms. Eklund a PowerPoint deck that he created, concerning “international law.” The subject of the PowerPoint presentation was the Finnish justice system. Judge Carrozzo suggested that Ms. Eklund could be a guest instructor for the law school where he taught. He also said the presentation would “provide \$200 worth of pet toys...or

1 pair of shoes (I'm guessing the shoes)." The judge stated that Ms. Eklund "would be an awesome instructor," and he promised "not to sit in the back of class and laugh at [her]."

- On August 22, 2018, Judge Carrozzo emailed Ms. Braun, Ms. Eklund, and Ms. Cruz to suggest that the four of them have a social lunch together in the conference room from time to time. Judge Carrozzo 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." The judge replied: "Leo and I would love your company anytime (Leo says he loves fishy lunches)." Leo was the name of Judge Carrozzo's dog.
- On August 29, 2018, Ms. Eklund sent Judge Carrozzo 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, Judge Carrozzo responded: "Wow that was a long 4:23. I'm certain I would rather hear you sing that song..."
- On October 4, 2018, Judge Carrozzo invited Ms. Eklund to take motorcycle driving lessons with him 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." Judge Carrozzo 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 Judge Carrozzo, "I'm only 4 hours late to work, do you think anyone noticed?" He responded, "I covered for you." An email exchange followed, in which Ms. Eklund employed self-deprecating humor, and Judge Carrozzo suggested that Ms. Eklund was "professional, thoughtful, and solved everyone's problems."

- From October 2018 through October 2019, Judge Carrozzo invited Ms. Eklund to attend several legal conferences and events with him, including the Appellate Justices Reception.
- On November 13, 2018, Judge Carrozzo arranged to go running with Ms. Eklund.
- On December 11, 2018, Judge Carrozzo invited Ms. Eklund to go with him to a meeting with the Santa Barbara Police Chief, because he believed the Chief would be a “good contact” for Ms. Eklund.
- On December 30, 2018, Judge Carrozzo emailed Ms. Eklund a story he wrote, which appeared to be a fictionalized account of a personal anecdote that Ms. Eklund had shared with the judge. 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 he mentioned in the story, “including [her] business ventures,” between herself and the judge.
- On February 27, 2019, Judge Carrozzo sent Ms. Eklund a flyer about a Santa Barbara District Attorney barbeque fundraiser and said, “I’m buying...”
- On March 21, 2019, Judge Carrozzo 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, Judge Carrozzo and Ms. Eklund discussed obtaining tickets to GoatFest, a fundraiser for African Women Rising.
- On April 22, 2019, Judge Carrozzo forwarded Ms. Eklund an email about a horse show on an upcoming Saturday, and he asked if she wanted to give out ribbons with him.
- On June 4, 2019, Judge Carrozzo 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, Judge Carrozzo asked Ms. Eklund to obtain two tickets to a conference at the L.A. Grand Hotel Downtown in Los Angeles for the two of them.
- On June 13, 2019, Judge Carrozzo asked Ms. Eklund to obtain two tickets to a conference in San Diego for the two of them.
- On June 17, 2019, Judge Carrozzo 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, Judge Carrozzo asked Ms. Eklund to obtain two tickets to a different conference in San Diego for the two of them.
- On June 24, 2019, Judge Carrozzo 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." Judge Carrozzo 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?" The judge answered, "If I told you in advance you would say no...you need to agree first!"
- On June 25, 2019, Judge Carrozzo sent Ms. Eklund an email with a subject line of "\$\$\$\$" and an attached flyer for a UBS Bank barbeque event. The text of his email to Ms. Eklund said only, "What can you get us for this appearance?"
- On August 7, 2019, Judge Carrozzo 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, Judge Carrozzo forwarded Ms. Eklund an email invitation to the Appellate Justices Reception and asked, "You in...?"

- On October 23, 2019, Judge Carrozzo offered to introduce Ms. Eklund to a bank manager at UBS concerning a potential job. Judge Carrozzo asked Ms. Eklund to join him 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, Judge Carrozzo and Ms. Eklund used the court’s computer system to search for numerous vacation rental properties and property listings.
- On January 21, 2020, Judge Carrozzo invited Ms. Eklund to attend the Probation Department’s staff recognition dinner with him.
- On February 25, 2020, Judge Carrozzo invited Ms. Eklund to join him in attending a “Judicial Reception,” hosted by the Santa Barbara Women Lawyers, to honor federal Magistrate Judge Louise LaMothe.
- On March 17, 2020, after Judge Carrozzo 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 the judge to hold any announcement until he received the official order closing the clerk’s office. Ten minutes later, Judge Carrozzo 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, Judge Carrozzo used the court email system to exchange personal emails containing innuendo. For example:

- On June 24, 2019, Judge Carrozzo agreed that Ms. Eklund was a “hot blondie.”
- On June 26, 2019, Judge Carrozzo 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, Judge Carrozzo 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!

Judge Carrozzo's conduct violated canons 2 and 2A of the Code of Judicial Ethics. The judge's conduct constituted prejudicial misconduct. (Cal. Const., art. VI, section 18, subd. (d).)

B. Judge Carrozzo used his official court email account to exchange numerous personal emails, unrelated to court business, that appeared to relate to entertainment or personal shopping.

Judge Carrozzo 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. Judge Carrozzo also played sudoku puzzle games with Ms. Eklund during the workday. He

helped sell Ms. Eklund's vehicle on Craigslist, in October 2019, and he ordered her a replacement battery from "Hyperice." The judge 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 them also planned and arranged baby classes, and baby class refunds, using their work emails.

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

- On March 16, 2018, Judge Carrozzo emailed Ms. Eklund to ask who was currently winning the court's annual "March Madness" basketball brackets. At the end of their email conversation, Judge Carrozzo told Ms. Eklund: "Eat some broccoli and good luck in your competition tonight. May your burpees be quick and straight."
- On March 20, 2018, Judge Carrozzo emailed Ms. Eklund with a subject line of "March Madness" and instructed her to open an attachment to the email that his friend had sent to him. 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 Judge Carrozzo a link to a website selling Finnish gin, with a subject line of "Napue." Judge Carrozzo responded, "How could you forget Napue!"
- On September 13, 2018, Judge Carrozzo 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, Judge Carrozzo 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, Judge Carrozzo and Ms. Eklund exchanged emails about a sudoku puzzle that he had given to her. When Ms. Eklund commented about the puzzle's high difficulty

level, Judge Carrozzo suggested that she “bring it over” to his chambers so that he could “give [her] a one number per square hint.”

- On October 23, 2018, Judge Carrozzo 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, Judge Carrozzo and Ms. Eklund appeared to shop for a new mattress, and he informed Ms. Eklund that “Tempur-Pedic was among several mattress brands rated highly for overall satisfaction.”

Judge Carrozzo’s conduct violated canons 2 and 2A of the Code of Judicial Ethics. The judge’s conduct constituted prejudicial misconduct. (Cal. Const., art. VI, section 18, subd. (d).)

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, Judge Carrozzo 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, Judge Carrozzo took actions on Ms. Eklund’s behalf, offered her unique opportunities, and afforded her special treatment that he did not similarly provide or offer to other court staff.

For example, Judge Carrozzo provided Ms. Eklund with legal advice and draft legal correspondence for use in her dealings with landlords, insurance companies, and the DMV. He prepared unauthorized employment verification letters for Ms. Eklund’s use, and he obtained a confidential CHP report for Ms. Eklund using his judicial email and his personal contacts in the CHP.

Judge Carrozzo's email exchanges with Ms. Eklund reflect that he invited Ms. Eklund to be a guest instructor on international (i.e., Finnish) law at the law school where he taught (with compensation of \$200); he Carrozzo invited Ms. Eklund to go with him to a meeting with the Santa Barbara Police Chief, because he believed the Chief would be a "good contact" for Ms. Eklund; he forwarded Ms. Eklund a job announcement that Santa Barbara District Attorney Joyce Dudley had emailed him, with a "winking" symbol and instructions to "pass this along to your friend"; the Judge Carrozzo invited Ms. Eklund to assist him with handing out ribbons at a weekend horse show; he invited Ms. Eklund to join him at the Appellate Justices Reception; he invited Ms. Eklund to join him at a judicial reception, hosted by the Santa Barbara Women Lawyers, in honor of federal Magistrate Judge Louise LaMothe; Judge Carrozzo invited Ms. Eklund to join him at the Probation Department's staff recognition dinner; he invited Ms. Eklund to join him at a Domestic Violence Solutions (DVS) vigil, sponsored by UBS Bank; Judge Carrozzo offered to introduce Ms. Eklund to a manager at UBS Bank regarding a potential job; he invited Ms. Eklund to join him in attending a "Bench-Bar Coalition" annual meeting in Monterey, California; and he provided Ms. Eklund with Santa Barbara Police Chief Lori Luhnow's personal email address. Judge Carrozzo and Ms. Eklund also exchanged numerous emails in which he asked Ms. Eklund to obtain two tickets for the two of them to attend various judicial conferences.

Judge Carrozzo's email correspondence with Ms. Eklund also reflects the following. He consulted Ms. Eklund on the selection and evaluation of assigned judges, leading him to comment on the "power" that Ms. Eklund had over the assigned judges. After receiving complaints, Judge Carrozzo asked Ms. Eklund whether she thought that he should provide lunch between the morning and afternoon sessions of an all-day

training for Santa Barbara County judges. He asked Ms. Eklund to “research what [his] thoughts should be on Prop 66” before he returned an appellate justice’s call on the topic. He offered to have Ms. Eklund assigned to the Language Access Annual Survey, although Ms. Eklund ultimately declined because she was not qualified. Judge Carrozzo forwarded Ms. Eklund information about a new “casual dress” policy, before the information was announced and available to other members of court staff. He stated that he “covered for [Ms. Eklund]” when she was four hours late to work on one occasion. He 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. Judge Carrozzo also suggested that Ms. Eklund should consider “a stint in the JAG Corp[s]” (where the judge previously served) after she completed “Carrozzo University School of Law.” The judge’s reference to Ms. Eklund completing “Carrozzo University School of Law” gave the appearance that he offered, intended to offer, or was willing to offer Ms. Eklund the opportunity to complete the State Bar’s “Law Office Study Program” through a program of legal studies in his chambers.

Judge Carrozzo took such actions when he and Ms. Eklund were “good friends,” when he was in a romantic dating relationship with Ms. Eklund, and when Ms. Eklund was pregnant with his child. As Assistant Presiding Judge and Presiding Judge, Judge Carrozzo had a supervisory role over Ms. Eklund, while maintaining a close friendship with her and while maintaining a romantic relationship with her.

With respect to Ms. Eklund, Judge Carrozzo’s conduct in 2018, 2019, and 2020, reflected favoritism or created an appearance thereof. He did not avoid favoritism, or the appearance of favoritism, by initiating a reassignment, relocation, or transfer of himself or Ms. Eklund. Judge

Carrozzo also failed to take sufficient steps to minimize potential issues with supervision, court morale, and conflict(s) of interest.

Judge Carrozzo's conduct violated canons 2, 2A, 2B(1), 3C(1), 3C(5), and 4A of the Code of Judicial Ethics. The judge's conduct constituted willful misconduct in office. (Cal. Const., art. VI, section 18, subd. (d).)

By signing this stipulation, in addition to consenting to discipline on the terms set forth, Judge Michael J. Carrozzo expressly admits that the foregoing facts are true and that he agrees with the stated legal conclusions.

Dated: April 5, 2025.



Judge Michael J. Carrozzo
Respondent

Dated: April 5, 2025.



Heather L. Rosing, Esq.
Attorney for Respondent

Dated: April 6, 2025.



Mark A. Lizarraga, Esq.
Examiner for the Commission

FILED

April 7 2025

**COMMISSION ON
JUDICIAL PERFORMANCE**

STATE OF CALIFORNIA

BEFORE THE COMMISSION ON JUDICIAL PERFORMANCE

INQUIRY CONCERNING
JUDGE MICHAEL J. CARROZZO

No. 210

STIPULATION FOR DISCIPLINE
BY CONSENT (Rule 127)

Pursuant to rule 127(d) of the Rules of the Commission on Judicial Performance, Judge Michael J. Carrozzo submits the following affidavit of consent in Inquiry No. 210:

1. I consent to a severe public censure; agree to irrevocably resign from judicial office, effective September 9, 2025; and agree not to seek or hold judicial office, accept a position or an assignment as a judicial officer, subordinate judicial officer, or judge pro tem with any court in the State of California, or accept a reference of work from any California state court, at any time after September 9, 2025, as set forth in the Stipulation for Discipline by Consent.

2. My consent is freely and voluntarily rendered.

3. I admit the truth of the charges as modified by the Stipulation for Discipline by Consent.

4. I waive all further proceedings and review by the Supreme Court.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 6 day of April, 2025.


Judge Michael J. Carrozzo
Respondent