

STATE OF NEW YORK
COMMISSION ON JUDICIAL CONDUCT

In the Matter of the Proceeding
Pursuant to Section 44, subdivision 4,
of the Judiciary Law in Relation to

ROBERT P. MERINO,

a Judge of the Niagara Falls City Court,
Niagara County.

**AGREED
STATEMENT OF FACTS**

Subject to the approval of the Commission on Judicial Conduct

("Commission"):

IT IS HEREBY STIPULATED AND AGREED by and between Robert H. Tembeckjian, Esq., Administrator and Counsel to the Commission, and Honorable Robert P. Merino ("Respondent"), who is represented in this proceeding by Terrence M. Connors, of Connors & Vilardo, LLP, that further proceedings are waived and that the Commission shall make its determination upon the following facts, which shall constitute the entire record in lieu of a hearing.

1. Respondent was admitted to the practice of law in New York in 1973. He has been a Judge of the Niagara Falls City Court, Niagara County, since January 1, 2008. Respondent's current term expires on December 31, 2017.

2. Respondent was served with a Formal Written Complaint dated March 3, 2014. He filed an Answer dated March 27, 2014.

As to Charge I

3. On January 2, 2013, Respondent presided over the summary eviction proceeding of *9234 Niemel Drive Holdings L.L.C. v Edwin Santana and All Occupants* ("*Niemel Drive v Santana*"). A copy of the transcript of the proceeding is annexed hereto as Exhibit 1.

4. The petition in *Niemel Drive v Santana*, filed in Niagara Falls City Court on or about December 26, 2012, alleged that in or about March 2012, Mr. Santana entered into a lease agreement providing for "equal monthly installments" of \$450. The petition further alleged that on November 1, 2012, there was due from Mr. Santana, "under said agreement," \$565 as monthly rent for November 2012. The petition sought, *inter alia*: a judgment of eviction against Mr. Santana and all occupants; unpaid rent for November and December 2012, in the amount of \$1,130; a \$50 late fee; and any additional unpaid rent up to the date of the judgment of eviction.

5. The lease agreement itself was not annexed to the petition, presented as evidence, or otherwise included in the court record.

6. Attorney Robert T. Koryl appeared at the January 2nd court proceeding on behalf of the petitioner, 9234 Niemel Drive Holdings LLC. Mark DeLorenzo, who signed the petition as the landlord, was also present.

7. Mr. Santana and his wife, Gladiana Vasquez, who resided in the apartment with their daughter, appeared without counsel.

8. Mr. Santana, a Spanish-speaking native of Puerto Rico with an eighth-grade education, was not proficient in English. Ms. Vasquez, who also speaks Spanish, is somewhat more proficient in English than Mr. Santana.

9. At the outset of the proceeding, Mr. Santana and Ms. Vasquez requested that Respondent provide them with an interpreter.

10. When Mr. Koryl indicated that his client (Mr. DeLorenzo) had spoken to Mr. Santana and Ms. Vasquez, Respondent administered an oath to Mr. DeLorenzo. Mr. DeLorenzo told the court that Ms. Vasquez spoke "broken English" and that Mr. Santana had used an interpreter to communicate with him in the past.

11. Respondent stated that he was going to order an interpreter and adjourn the matter because Mr. Santana was the party and that "he has to understand." Respondent repeated that he was going to adjourn the matter and twice repeated that he would "bring in an interpreter."

12. Respondent asked Mr. Santana if he could come back at two o'clock in the afternoon "for an interpreter." Mr. Santana indicated that he could.

13. Respondent asked Mr. Santana some basic informational questions about, *inter alia*, his employment, family and birthplace. Mr. Santana gave the name of his employer, but then said something in Spanish and indicated he could not understand Respondent's inquiry regarding the nature of his work. When Respondent asked, "Where were you born?" Mr. Santana asked, "Como es?" Ms. Vasquez said, "Pardon me?" Respondent repeated the question, and Ms. Vasquez answered, "Puerto Rico." Mr. Santana then stated, "Puerto Rico, yeah."

14. Respondent thereupon stated:

Okay. Go ahead, Mr. Koryl. I think he understands English.
The last time I heard, I think Puerto Rico was bilingual.

15. Respondent did not inform Mr. Santana and Ms. Vasquez that no interpreter would be appointed and that the proceeding would not be adjourned.

16. Following factual assertions by Mr. Koryl concerning the failure to pay rent for November and December 2012, Respondent asked Ms. Vasquez "to interpret and tell your husband ... what was just said." Ms. Vasquez indicated that she was neither competent nor willing to act as an interpreter:

Ms. Vasquez: I no can interpreter.

Judge Merino: Pardon me?

Ms. Vasquez: I no can make interpreter.

Judge Merino: You can't tell your husband what was--

Ms. Vasquez: --No--

17. Ms. Vasquez later attempted to explain that they had refused to pay a higher rent because of the condition of the apartment and that they never signed a "new lease." She tried to show Respondent a photograph depicting the condition of the apartment.

18. Without looking at the proffered picture or requesting a copy of the lease agreement, Respondent announced his decision:

Warrant of Eviction is granted. Judgment for the amount requested.
Have a good day.

19. After Respondent announced his decision, Mr. Santana asked three times if, as Respondent had repeatedly indicated earlier, an interpreter was coming and if they were to return to court:

Is coming today? ... Is coming today, or what? ... Is coming today?
Me, am coming back?

20. Respondent stated, "No... Go talk to the clerk downstairs. They'll explain what happens."

21. Respondent did not explain or attempt to clarify to Mr. Santana or Ms. Vasquez that he had conducted the proceeding in the absence of an interpreter and had granted a judgment for the landlord for all of the rent requested in the petition; an additional \$565 in rent for January 2013; \$45 for filing costs; and a warrant of eviction without a stay, by which Mr. Santana and his family could be physically removed from their apartment within 72 hours of service.

22. By reason of the foregoing, Respondent should be disciplined for cause, pursuant to Article 6, Section 22, subdivision (a), of the Constitution and Section 44, subdivision 1, of the Judiciary Law, in that Respondent failed to uphold the integrity and independence of the judiciary by failing to maintain high standards of conduct so that the integrity and independence of the judiciary would be preserved, in violation of Section 100.1 of the Rules; failed to avoid impropriety and the appearance of impropriety, in that he failed to respect and comply with the law and failed to act in a manner that promotes public confidence in the integrity and impartiality of the judiciary, in violation of Section 100.2(A) of the Rules; and failed to perform the duties of judicial office impartially and diligently, in that he failed to be patient, dignified and courteous to witnesses, lawyers and others with whom the judge deals in an official capacity, in violation of Section

100.3(B)(3) of the Rules, and failed to accord a party the right to be heard according to law, in violation of Section 100.3(B)(6) of the Rules.

Additional Factors

23. Respondent has been cooperative with the Commission throughout its inquiry.

24. Since this incident, Respondent has attended a seminar regarding interpretive services provided by the Eighth Judicial District and now better understands how to properly conduct matters involving parties with English language proficiency issues.

25. In his six years on the bench, Respondent has not been previously disciplined for judicial misconduct. He regrets his failure to abide by the Rules in this instance and pledges to conform himself in accordance with the Rules for the remainder of his term as a judge.

IT IS FURTHER STIPULATED AND AGREED that Respondent withdraws from his Answer any denials or defenses inconsistent with this Agreed Statement of Facts.

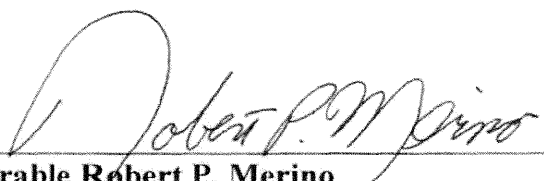
IT IS FURTHER STIPULATED AND AGREED that the parties to this Agreed Statement of Facts respectfully recommend to the Commission that the appropriate sanction is public Admonition based upon the judicial misconduct set forth above.

IT IS FURTHER STIPULATED AND AGREED that if the Commission accepts this Agreed Statement of Facts, the parties waive oral argument and waive

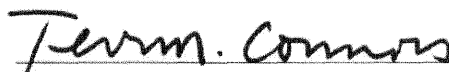
further submissions to the Commission as to the issues of misconduct and sanction, and that the Commission shall thereupon impose a public Admonition without further submission of the parties, based solely upon this Agreed Statement. If the Commission rejects this Agreed Statement of Facts, the matter shall proceed to a hearing and the statements made herein shall not be used by the Commission, the Respondent or the Administrator and Counsel to the Commission.

Dated:

8/22/14


Honorable Robert P. Merino
Respondent

Dated: 8/22/14


Terrence M. Connors, Esq.
Connors & Vilardo, LLP

Dated:

9/5/14

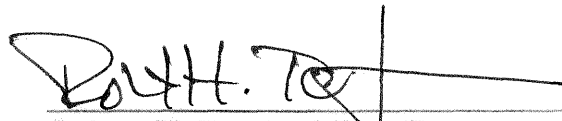

Robert H. Tembeckjian, Esq.
Administrator & Counsel to the Commission
(David M. Duguay, Of Counsel)

EXHIBIT 1

Transcript of Proceedings in 9234 Niemel Drive v Santana held
January 2, 2013 (9:55:08 to 10:10:19)
Before Hon. Robert P. Merino, a Judge of the
Niagara Falls City Court, Niagara County

(9234 Niemel Drive v Santana)

1 (January 2, 2013 9:55:08 to 10:10:19)

2 COURT CLERK: Docket number LT452-12, 9234 Niemel Drive,
3 with removal of Edwin Santana and all other
4 occupants. Non-personal service.

5 JUDGE MERINO: Okay--

6 MR. KORYL: --Good morning, Your Honor--

7 JUDGE MERINO: --Mr. Koryl, do you represent 9234 Niemel
8 Drive Holdings?

9 MR. KORYL: Correct, Your Honor.

10 JUDGE MERINO: And are you--

11 MS. VASQUEZ: --I need a translate.

12 JUDGE MERINO: Are you Edwin Santana?

13 MR. SANTANA: Yes.

14 JUDGE MERINO: And you are?

15 MS. VASQUEZ: Wife.

16 JUDGE MERINO: Okay, what's your name?

17 MS. VASQUEZ: Gladiana.

18 JUDGE MERINO: Okay. Mr. Koryl?

19 MR. KORYL: Your Honor, this is a, a non-payment of rent
20 proceeding for eviction. Rent was unpaid for a
21 period of November, December, and January.
22 There was a lease agreement, an operative
23 regarding the property. The rent on the lease
24 agreement called for rent of \$450 per month.
25 The landlord sent a notice of increase to the rent,

1 which would be effective November 1 to the
2 sum of \$565, and no payment has been made
3 ever since. There was an indication verbally
4 made that the parties intended to vacate the
5 premises and seek a new place, but they haven't
6 done so.
7 JUDGE MERINO: Mr. Santana? What do you have to say about
8 this?
9 MR. SANTANA: No speaking English.
10 JUDGE MERINO: You don't speak English?
11 MR. SANTANA: No.
12 JUDGE MERINO: Okay, and does your wife speak--
13 MS. VASQUEZ: --Mm-hmm--
14 JUDGE MERINO: --any? I see. Are you asking for an interpreter?
15 MR. SANTANA: Pardon?
16 MS. VASQUEZ: Pardon me?
17 JUDGE MERINO: Do you want an interpreter?
18 MS. VASQUEZ: Yes, mm-hmm.
19 MR. KORYL: Your Honor, my client indicates that he's had
20 numerous conversations with Mr. Santana's
21 wife, and I know that she has called the office
22 and spoken to my secretary. So, if suddenly
23 she's lost her ability to speak in English, that's
24 something new.
25 JUDGE MERINO: Is that your client right there?

1 MR. KORYL: Yes, sir.
2 JUDGE MERINO: Have a seat next to Mr. Koryl. Would you raise
3 your right hand? Do you solemnly swear to the
4 whole truth in this proceeding, so help you God?
5 MR. DELORENZO: I do.
6 JUDGE MERINO: Would you raise your right hand?
7 MR. SANTANA: Hmm?
8 MS. VASQUEZ: Pardon me?
9 UNKNOWN: Raise your hand.
10 MR. SANTANA: Oh.
11 JUDGE MERINO: Do you solemnly swear to tell the whole truth in
12 this proceeding, so help you, God?
13 MR. SANTANA: Sorry, I don't--
14 JUDGE MERINO: --Oh, you don't understand me?
15 MR. SANTANA: No, I'm sorry--
16 MS. VANQUEZ: --No--
17 JUDGE MERINO: --Sir, what's your name?
18 MR. DELORENZO: Mark DeLorenzo.
19 JUDGE MERINO: And how long have they been your tenants?
20 MR. DELORENZO: They had an agreement when I purchased the
21 building in March of last year. They had just
22 moved in prior to my taking ownership.
23 JUDGE MERINO: Did you speak to them?
24 MR. DELORENZO: I spoke to, yes, Mrs. Santana numerous times
25 since then.

(9234 Niemel Drive v Santana)

1 JUDGE MERINO: Where?
2 MR. DELORENZO: At the location, on the telephone. Most of it
3 since this new lease agreement has come into
4 place.
5 JUDGE MERINO: Did she have any trouble understanding you?
6 MR. DELORENZO: She did, she did well, broken English, but she
7 does well.
8 JUDGE MERINO: Mm-hmm.
9 MR. DELORENZO: There was numerous conversations about details
10 as to rent payments, when things were due, the
11 fact she wanted remodeling done in the
12 apartment. So, there was a number of different
13 conversations--
14 JUDGE MERINO: --And did she have a friend who interpreted for
15 her while she was there?
16 MR. DELORENZO: Mrs. Santana did not, Mr. Santana did.
17 JUDGE MERINO: Did what?
18 MR. DELORENZO: Have an interpreter.
19 JUDGE MERINO: Oh, he did?
20 MR. DELORENZO: Yes, on one occasion.
21 JUDGE MERINO: Alright, he was, he's the defendant, or
22 respondent, in this proceeding. So, he has to
23 understand what's going on. Did they tell you
24 where they were from?
25 MR. DELORENZO: No. Mrs. Santana always handled the family

1 business--
2 JUDGE MERINO: --No, at what, what country of origin--
3 MR. DELORENZO: --oh, no, no, sir.
4 JUDGE MERINO: Okay. Alright, we're going to order an
5 interpreter. We're going to adjourn this to the
6 next date. It's--Mr. Edwin Santana is the party.
7 So, he has to understand. The next civil court
8 date would be Friday.
9 COURT CLERK: (Unintelligible) adjourn it to Friday. Do you
10 want to--
11 JUDGE MERINO: --Do you want it Friday or next week?
12 MR. KORYL: Do you want to do it Friday?
13 MR. DELORENZO: That's fine.
14 MR. SANTANA: Monday is good for me.
15 MR. KORYL: Friday, Your Honor.
16 MR. SANTANA: Understand. I no speaking English. I never talk
17 you. You never, never talk me. So, I don't
18 know why you talk--
19 MS. VASQUEZ: --I no meet him. Never he call--he, he go--
20 MR. SANTANA: --Never have met--
21 MS. VASQUEZ: --the, at the apartment.
22 MR. SANTANA: Uh-huh.
23 JUDGE MERINO: What's that?
24 MS. VASQUEZ: So, I speak a little bit English, but I no can make
25 the conversation. You understand?

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1 JUDGE MERINO: I understand.
2 MS. VASQUEZ: Okay. Let me try. I move in March--
3 JUDGE MERINO: --Well--
4 MS. VASQUEZ: --in 23 (unintelligible)--
5 JUDGE MERINO: --we're going to adjourn this to, to bring in an
6 interpreter.
7 MS. VASQUEZ: Pardon me?
8 JUDGE MERINO: We're going to bring in an interpreter.
9 MS. VASQUEZ: Yeah, because I, I, I understand, and I can talk a
10 little bit.
11 JUDGE MERINO: We might be able to get one as early as this
12 afternoon. Would that be okay? Can you come
13 back this afternoon?
14 MS. VASQUEZ: Mm-hmm.
15 JUDGE MERINO: --Sir, can you come back this afternoon?
16 MS. VASQUEZ: And he, and, today--
17 JUDGE MERINO: --Wait a minute. I asked him a question. Can
18 you come back this afternoon?
19 MR. SANTANA: Today?
20 JUDGE MERINO: Yeah.
21 MS. VASQUEZ: Afternoon?
22 JUDGE MERINO: Can you come back at 2:00?
23 MR. SANTANA: That's okay.
24 JUDGE MERINO: For an interpreter?
25 MR. SANTANA: Okay.

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1 JUDGE MERINO: Alright. Are you working?
2 MR. SANTANA: Mm-hmm.
3 JUDGE MERINO: Where do you work?
4 MR. SANTANA: Value City Furniture.
5 JUDGE MERINO: What's that?
6 MR. SANTANA: Value City Furniture.
7 JUDGE MERINO: I see. What do you do there?
8 MR. SANTANA: Warehouse, stock.
9 JUDGE MERINO: Okay, and what type of work do you do in the
10 warehouse?
11 MR. SANTANA: I'm sorry?
12 JUDGE MERINO: What type of work do you do in the warehouse?
13 MR. SANTANA: (Speaking Spanish, unintelligible) I don't
14 understand that. I'm sorry.
15 JUDGE MERINO: How many children do you have?
16 MR. SANTANA: One.
17 JUDGE MERINO: What's the child's name?
18 MR. SANTANA: My daughter?
19 JUDGE MERINO: Yes.
20 MR. SANTANA: Gladitza.
21 JUDGE MERINO: Where were you born?
22 MR. SANTANA: ¿Como es?
23 MS. VASQUEZ: Pardon me?
24 JUDGE MERINO: I asked your husband. Where were you--
25 MR. SANTANA: --Yeah, I--

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1 JUDGE MERINO: --born--
2 MR. SANTANA: --don't understand.
3 JUDGE MERINO: Where were you born?
4 MS. VASQUEZ: Puerto Rico.
5 MR. SANTANA: Puerto Rico, yeah.
6 JUDGE MERINO: I see. Wouldn't--how, how many years of
7 schooling did you have? How many years of
8 school?
9 MR. SANTANA: How many year? Eight.
10 JUDGE MERINO: Eight.
11 MR. SANTANA: Uh-huh.
12 JUDGE MERINO: In Puerto Rico?
13 MR. SANTANA: Uh-huh.
14 JUDGE MERINO: I see. And how long have you been in--
15 MR. SANTANA: --Buffalo--
16 JUDGE MERINO: --the mainland?
17 MR. SANTANA: Right here in Buffalo?
18 JUDGE MERINO: Yeah.
19 MR. SANTANA: Three year.
20 JUDGE MERINO: Three years?
21 MR. SANTANA: Uh-huh.
22 JUDGE MERINO: Do you have a driver's license?
23 MR. SANTANA: Yes.
24 JUDGE MERINO: New York State?
25 MR. SANTANA: Yeah, Florida.

1 JUDGE MERINO: Okay. Go ahead, Mr. Koryl. I think he
2 understands English. The last time I heard, I
3 think Puerto Rico was bilingual.
4 MR. SANTANA: Uh-huh.
5 JUDGE MERINO: Yeah.
6 MR. SANTANA: Yup.
7 JUDGE MERINO: You understand me?
8 MR. SANTANA: (Unintelligible).
9 MS. VASQUEZ: No.
10 JUDGE MERINO: Okay.
11 MR. SANTANA: Yeah, hmm.
12 JUDGE MERINO: Thank you. Go ahead.
13 MR. KORYL: Well, as I indicated, Your Honor--
14 JUDGE MERINO: --Speak slowly into the microphone.
15 MR. KORYL: As I indicated earlier, Your Honor, this is a non-
16 payment of rent proceeding seeking a warrant of
17 eviction and judgment for unpaid rent. The rent
18 originally was \$450 per month. Notice was sent
19 to the tenant that the rent was being increased to
20 \$565 a month effective November 1. The tenant
21 then indicated to Mr. DeLorenzo that it was his
22 intention to vacate the premises and move. He
23 did not do that, and contrary, he failed to pay
24 rent from that day forward. Rent is owed in the
25 amount of 565 per month for November,

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1 December, and January, as well as a late fee of
2 \$50.
3 JUDGE MERINO: Okay, ma'am, did you understand what he just
4 said?
5 MS. VASQUEZ: Mm-hmm.
6 MR. SANTANA: (Speaking Spanish) (unintelligible)--
7 JUDGE MERINO: --Do you, Ms.--
8 MS. VASQUEZ: --Yeah, I understand him--
9 JUDGE MERINO: --Okay. Do you want to interpret and tell your
10 husband? Or does he--ask him if he understood
11 what was just said.
12 MS. VASQUEZ: I no can interpreter.
13 JUDGE MERINO: Pardon me?
14 MS. VASQUEZ: I no can make interpreter.
15 JUDGE MERINO: You can't tell your husband what was--
16 MS. VASQUEZ: --No--
17 JUDGE MERINO: --Mr. Koryl, what he just--
18 MS. VASQUEZ: --no, because--
19 JUDGE MERINO: --Mr. Koryl just said--
20 MS. VASQUEZ: --he, he just sign the lease. Me, I paid the rent,
21 and I make a--
22 JUDGE MERINO: --okay--
23 MS. VASQUEZ: --business in the house.
24 JUDGE MERINO: Mr. Koryl said you have unpaid rent for
25 November and then December.

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1 MS. VANQUEZ: Okay--
2 JUDGE MERINO: --November and December.
3 MS. VASQUEZ: November and December, then November--
4 JUDGE MERINO: --Did you--
5 MS. VASQUEZ: --is suppose coverage with the deposit. Because
6 I suppose move in December 1st, but that--
7 another house--when I move--the people live in
8 there, and he go to the court, and he got 30 days
9 for the move. Suppose he move today, so I pack
10 everything in my apartment--
11 JUDGE MERINO: --So, you're--
12 MS. VASQUEZ: --and I wait--
13 JUDGE MERINO: --you're packed and ready to go?
14 MS. VASQUEZ: Yes--
15 MR. SANTANA: --Mm-hmm--
16 MS. VASQUEZ: --and I wait just--
17 JUDGE MERINO: --Is that true, Mr., sir, you're packed and ready--
18 MR. SANTANA: --yeah--
19 JUDGE MERINO: --to go?
20 MS. VASQUEZ: Yeah.
21 MR. SANTANA: I got everything--
22 MS. VASQUEZ: --But they happen--
23 JUDGE MERINO: --Did you pay the rent for November?
24 MR. SANTANA: November?
25 JUDGE MERINO: Yeah.

(9234 Niemel Drive v Santana)

1 MR. SANTANA: No, it's for, como se dice el--
2 MS. VASQUEZ: --security deposit--
3 MR. SANTANA: --el security deposit.
4 JUDGE MERINO: How about December?
5 MR. SANTANA: December, my wife called, called for pay the
6 40--
7 MS. VASQUEZ: --\$450--
8 MR. SANTANA: --uh-huh, 450--
9 JUDGE MERINO: --She--
10 MR. SANTANA: --so, never answer--
11 JUDGE MERINO: --she did pay it?
12 MR. SANTANA: Huh?
13 JUDGE MERINO: She did pay it?
14 MR. SANTANA: No.
15 JUDGE MERINO: Oh--
16 MS. VASQUEZ: --I--
17 JUDGE MERINO: --she called?
18 MR. SANTANA: Uh-huh. Call--
19 MS. VASQUEZ: --I--
20 MR. SANTANA: --for pay--
21 MS. VASQUEZ: --I call--
22 MR. SANTANA: --for pay December. So, I call him, so never
23 answer. So--
24 MS. VASQUEZ: --I talk--
25 MR. SANTANA: --I talk, how you say--

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1 MS. VASQUEZ: --Tammy--
2 MR. SANTANA: --Tammy--
3 MS. VASQUEZ: --with Tammy--
4 MR. SANTANA: --so she--he said that you pay 450--como que se
5 dice eso, este--
6 MS. VASQUEZ: --can I explain?
7 MR. SANTANA: Yes, díle, díle--
8 JUDGE MERINO: --Go ahead--
9 MR. SANTANA: --(unintelligible), díle.
10 MS. VASQUEZ: Okay, I talk with Tammy on December 3rd--
11 JUDGE MERINO: --Mm-hmm--
12 MS. VASQUEZ: --and she turn me--she--and hang off the phone
13 two times, and she turn me and, oh--if you send
14 the \$450, I back your, your--
15 MR. SANTANA: --Money--
16 MS. VASQUEZ: --money order. So, and she turn--I, I'm say, I
17 want to talk to Mark, and she say, no, he go, he
18 go out the town, and never, never somebody call
19 me, and in December 10, I call at the office of
20 the lawyer, and I talk to Kathy--
21 JUDGE MERINO: --Hmm--
22 MS. VASQUEZ: --and I leave the message, because I need he a
23 response my call, and never call me. So, I, I, I
24 no have a problem of pay rent of, of December.
25 The problem is he want I pay \$565, and my old

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1 lease is for \$450. Because never --
2 JUDGE MERINO: --Do you--
3 MS. VASQUEZ: --sign--
4 JUDGE MERINO: --understand--
5 MS. VASQUEZ: --the new--
6 JUDGE MERINO: --what--
7 MS. VASQUEZ: --lease.
8 JUDGE MERINO: Did you understand what she just said?
9 MR. SANTANA: Yeah.
10 JUDGE MERINO: Okay. Go ahead.
11 MS. VASQUEZ: I signed the old lease, never signed the new lease
12 with the rent upgrade, because I, I am
13 disappointment with the new rent, because he
14 never go to my, my apartment, and the new lease
15 say you got linoleum in the kitchen; I no got
16 linoleum in the kitchen. You got mini blind; I
17 no got mini blind in--
18 JUDGE MERINO: --Hmm--
19 MS. VASQUEZ: --in my, in my house, because the, the building
20 sold one week after I move. I got the pictures
21 for the conditions apartment, because he never
22 go to fix my apartment.
23 JUDGE MERINO: Mm-hmm. You're, you're nodding is, you agree
24 with that?
25 MS. VASQUEZ: Mm-hmm.

1 JUDGE MERINO: Okay.
2 MS. VASQUEZ: And I talk to him when I receive the new lease
3 by mail. I talk to him, and I say, hey, my, why
4 you upgrade my rent, the 450 to 500--
5 JUDGE MERINO: --Okay, hold on. You understand that?
6 MR. SANTANA: Yeah, yeah--
7 JUDGE MERINO: --Okay--
8 MR. SANTANA: --I'm listening.
9 JUDGE MERINO: Go ahead.
10 MS. VASQUEZ: And he told me, no, I, I upgrade your lease
11 because you, you live and your daughter, and if
12 he live by himself, it \$500, and if I live--
13 JUDGE MERINO: --Okay, you're nodding now, again, you
14 understand what she's--
15 MR. SANTANA: --Yeah--
16 JUDGE MERINO: --saying--
17 MR. SANTANA: --yeah.
18 JUDGE MERINO: Oh, go ahead.
19 MS. VASQUEZ: And I say, okay, I no got the problem. I pay
20 \$565, but I need you upgrade my apartment, and
21 he say, no.
22 JUDGE MERINO: You wanted--
23 MS. VASQUEZ: --My, my roof is leaking--
24 JUDGE MERINO: --you wanted the apartment to be upgraded?
25 MS. VAZQUEZ: Yeah, I got the picture here.

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1 JUDGE MERINO: Okay. Anything else you want to tell me?
2 MS. VASQUEZ: No.
3 JUDGE MERINO: Sir, anything else you want add?
4 MS. VASQUEZ: I want a you see the picture.
5 JUDGE MERINO: Anything else you want to add?
6 MR. SANTANA: --Mm-hmm--
7 JUDGE MERINO: --Is that no?
8 MR. SANTANA: No, it's okay.
9 JUDGE MERINO: Warrant of Eviction is granted. Judgment for the
10 amount requested. Have a good day.
11 MS. VASQUEZ: (Unintelligible).
12 COURT CLERK: Docket number LT448---
13 MR. SANTANA: --Is coming today--
14 MS. VASQUEZ: --No--
15 COURT CLERK: --12--
16 JUDGE MERINO: --What's that?
17 MR. SANTANA: Is coming today, or what?
18 UNKNOWN: We're done.
19 MR. SANTANA: Oh, you done?
20 JUDGE MERINO: Oh, wait, wait a minute. What did you say? I
21 didn't--
22 MR. SANTANA: --Is coming today? Me, am coming back?
23 JUDGE MERINO: No, you don't have to come back.
24 MR. SANTANA: Oh, okay.
25 JUDGE MERINO: No.

(9234 Niemel Drive v Santana)

1 MR. SANTANA: Thank you--

2 JUDGE MERINO: --Go talk to the clerk downstairs. They'll
3 explain what happens--

4 MR. SANTANA: --Alright--

5 JUDGE MERINO: --next. Okay?

6 MR. SANTANA: Thank you.

7 JUDGE MERINO: Alright--

8 MS. VASQUEZ: Ooh, sorry--

9 JUDGE MERINO: --Bye.

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CERTIFICATION

I, Terry Miller Scipioni, a Secretary of the State Commission on Judicial Conduct, do hereby certify that the foregoing is a true and accurate transcript of the audio recording described herein to the best of my knowledge and belief.

Dated: April 15, 2013


Terry Miller Scipioni

STATE COMMISSION ON JUDICIAL CONDUCT
400 Andrews Street
Rochester, NY 14604