

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

RAYMOND J. KENNEDY,

a Justice of the Durham Town Court,
Greene County.

DETERMINATION

THE COMMISSION:

Joseph W. Belluck, Esq., Chair
Taa Grays, Esq., Vice Chair
Honorable Fernando M. Camacho
Jodie Corngold
Honorable John A. Falk
Honorable Angela M. Mazzarelli
Honorable Robert J. Miller
Marvin Ray Raskin, Esq.
Ronald J. Rosenberg, Esq.
Graham B. Seiter, Esq.
Akosua Garcia Yeboah

APPEARANCES:

Robert H. Tembeckjian (Cathleen S. Cenci and Kathleen E. Klein, Of
Counsel) for the Commission

Honorable Raymond J. Kennedy, *pro se*

Respondent, Raymond J. Kennedy, a Justice of the Durham Town Court, Greene County, was served with a Formal Written Complaint (“Complaint”) dated March 15, 2022 containing one charge. Charge I of the Complaint alleged that on April 17, 2019, in connection with *Romelus v. Kennedy*, a small claims matter in the Catskill Village Court in which respondent’s wife was the named defendant, respondent lent the prestige of his judicial office to advance his and his wife’s private financial interests, in that he appeared in court and, although he is not a lawyer, acted as his wife’s advocate and asserted his judicial office during the proceeding. Respondent filed an Answer dated April 14, 2022.

On July 13, 2022, the Administrator and respondent entered into an Agreed Statement of Facts (“Agreed Statement”) pursuant to Section 44, subdivision 5, of the Judiciary Law, stipulating that the Commission make its determination based upon the agreed facts, recommending that respondent be censured and waiving further submissions and oral argument.

On August 11, 2022, the Commission accepted the Agreed Statement and made the following determination:

1. Respondent has been a Justice of the Durham Town Court, Greene County, since January 1, 2008. His current term expires on January 1, 2024. Respondent is not an attorney.

As to Charge I of the Formal Written Complaint

2. At all times relevant to this charge, respondent and Debi Kennedy were husband and wife.

3. At all times relevant to this charge, respondent and his wife were joint owners of residential real property located at 23 Oak Drive in Hopewell Junction, New York, for which they shared income and expenses.

4. On December 4, 2018, Jacynta and Normil Romelus entered into a pre-lease agreement with Mrs. Kennedy in connection with the rental of a home on the aforementioned property. A copy of the agreement is annexed as Exhibit A to the Agreed Statement.

5. In December 2018, Mrs. Romelus gave Mrs. Kennedy two checks totaling \$3,000, which Mrs. Romelus believed constituted payment of a \$1,500 security deposit and \$1,500 as the first month's rent for the home. Copies of the checks are annexed as Exhibit B to the Agreed Statement. Mrs. Kennedy maintained that the \$3,000 constituted a non-refundable deposit required to proceed with the lease agreement and that it could not be used for payment of a security deposit or rent.

6. On December 16, 2018, Mrs. Kennedy demanded an additional \$1,500 for the first month's rent, which Mr. and Mrs. Romelus refused to pay. Respondent and Mrs. Kennedy then refused to allow the Romeluses to sign a lease

or move into the premises, and Mrs. Kennedy refused to return the \$3,000 sum to the Romeluses, claiming that the amount was non-refundable pursuant to the terms of the pre-lease agreement.

7. In January 2019, Mrs. Romelus filed a small claim in Durham Town Court against Mrs. Kennedy, to whom the checks were made payable and who had signed the pre-lease agreement, seeking to recover the amount paid toward the rental.

8. On January 7, 2019, respondent and his co-judge recused themselves and the matter was transferred to the Catskill Village Court.

9. On April 17, 2019, Mrs. Romelus and Mrs. Kennedy appeared in Catskill Village Court for trial before Justice William P. Wootton. Although respondent was not a party to the proceeding and is not an attorney, he appeared with his wife, spoke in her defense and cross-examined Mrs. Romelus. A transcript of the proceeding is annexed as Exhibit C to the Agreed Statement.

10. After respondent's cross-examination of Mrs. Romelus, he continued to advocate for his wife by presenting her case and offering what he described as his own "testimony" about his wife's interactions with the Romeluses, notwithstanding that he was neither present for nor a witness to all of those interactions. In describing the decision not to rent the property to the Romeluses,

respondent claimed it was also his decision, stating, “At this point, we refused to deal with them and terminated the agreement with them.”

11. During the proceeding, respondent gratuitously asserted his judicial office by stating, “Your Honor, I’ll state that to the court that it’s no secret I’m a judge in another locality, and prior to that, I was a state trooper for 30 years.” Respondent further asserted his judicial status and cast irrelevant aspersions on Mr. Romelus, by stating that “he showed up at my court, and he threatened [*sic*] my court clerk . . .” who “called for assistance from my other judge . . .” Respondent thereafter made two references to “my court” during his narrative.

12. On May 22, 2019, Judge Wootton issued a Decision and Judgment against Mrs. Kennedy in the amount of \$3,000. The determination included a finding that the pre-lease agreement was “not legal.” A copy of the Decision and Judgment is annexed as Exhibit D to the Agreed Statement.

13. No appeal was taken of the Decision and Judgment, and, as of the date of the Formal Written Complaint, the judgment amount remained unpaid to the Romeluses.

Additional Factors

14. Respondent acknowledges that it was improper for him to have advocated for his wife at the small claims hearing as if he were an attorney, and to have gratuitously disparaged Mr. Romelus. He further acknowledges that even if

all those present at the hearing were aware of his judicial status, it was improper for him to have asserted his judicial office, particularly since he did so repeatedly and in furtherance of his and his wife's financial gain.

15. Respondent and his wife paid the \$3,000 judgment on June 13, 2022, proof of which respondent provided and is annexed as Exhibit E to the Agreed Statement. Mrs. Romelus has confirmed receipt of the judgment.

Upon the foregoing findings of fact, the Commission concludes as a matter of law that respondent violated Sections 100.1, 100.2(A), 100.2(C) and 100.4(A)(1), (2) and (3) of the Rules Governing Judicial Conduct ("Rules") and should be disciplined for cause, pursuant to Article VI, Section 22, subdivision a, of the New York State Constitution and Section 44, subdivision 1, of the Judiciary Law. Charge I of the Formal Written Complaint is sustained insofar as it is consistent with the above findings and conclusions and respondent's misconduct is established.

Respondent acted in a manner that was inconsistent with his obligations to maintain high standards of conduct and to "act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary." (Rules, §§100.1, 100.2(A)) The Rules specifically provide that "[a] judge shall not lend the prestige of judicial office to advance the private interests of the judge or others. . . ." (Rules, §100.2(C)) When respondent appeared at the small claims

proceeding in which his wife was the defendant to advocate for his wife as if he were an attorney and referred to his judicial status during the proceeding, respondent violated the Rules.

Respondent's conduct violated the ethical rules requiring judges to observe high standards of conduct both on and off the bench and prohibiting judges from lending the prestige of judicial office to advance their private interests or those of another. A judge's off-the-bench conduct must comport with high ethical standards to ensure the public's respect for the judiciary as a whole since "[w]herever he travels, a Judge carries the mantle of his esteemed office with him." *Matter of Steinberg*, 51 N.Y.2d 74, 81 (1980) In *Matter of Lonschein*, 50 N.Y.2d 569 (1980), the Court of Appeals stated,

no Judge should ever . . . lend the prestige of his office to advance the private interests of others. . . Members of the judiciary should be acutely aware that any action they take, whether on or off the bench, must be measured against exacting standards of scrutiny to the end that public perception of the integrity of the judiciary will be preserved.

Id. at 571-572 (citations omitted). When he invoked his judicial status and acted as if he were an attorney in the small claims proceeding involving his wife, respondent created the appearance that he expected special treatment and deference because of his status as a judge.

In accepting the jointly recommended sanction of censure, we have taken into consideration that respondent has acknowledged that his conduct was improper and warrants public discipline. We trust that respondent has learned from this experience and in the future will act in strict accordance with his obligation to abide by all the Rules Governing Judicial Conduct.

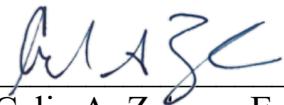
By reason of the foregoing, the Commission determines that the appropriate disposition is censure.

Mr. Belluck, Ms. Grays, Judge Camacho, Ms. Corngold, Judge Falk, Judge Mazzairelli, Judge Miller, Mr. Raskin, Mr. Rosenberg, Mr. Seiter and Ms. Yeboah concur.

CERTIFICATION

It is certified that the foregoing is the determination of the State Commission on Judicial Conduct.

Dated: August 24, 2022



Celia A. Zahner, Esq.
Clerk of the Commission
New York State
Commission on Judicial Conduct