

February 8, 1988

Commission on Judicial Conduct
801 Second Avenue,
Seventeenth Floor,
New York, New York, 10017

Re: Surrogate Ernest L. Signorelli
Surrogate, Suffolk County
Gentlemen:

1a. I request that this letter be deemed a complaint against Surrogate Ernest L. Signorelli charging him with employing his judicial position for private pecuniary gain, and related misconduct.

b. The enclosed public handout, which I began distributing less than one week ago, with more to follow, briefly summarizes one of the matters on which I complain.

2a. Public Administrator Anthony Mastroianni was appointed by Surrogate Signorelli, and realistically remains in office only by the grace of the Surrogate.

b. Mastroianni makes only such appointments or designations as Surrogate Signorelli expressly or impliedly approves.

c. The fact that this structure invites abuse, is not a valid reason for Surrogate Signorelli to engage himself in such abuse, particularly when it is "hard core" and of criminal magnitude.

d. There is a clear difference and distinction between a judge appointing and then awarding fair compensation to even his appointed crony, and compensatory appointments made by a jurist in lieu of payment of his personal monetary obligations -- which is "criminal larceny" in every sense of that term.

3a. Surrogate Signorelli was involved in his own personal matrimonial proceedings in 1983, which, in my opinion, contained media published allegations warranting your sua sponte inquiry and investigation, but such matrimonial proceeding is not directly the subject of this complaint.

b. One of Surrogate Signorelli's attorneys in his personal matrimonial proceeding was Irwin Klein, Esq., who I know as a criminal and matrimonial attorney, and definitely not as an attorney particularly knowledgeable in estate work.

c. Mr. Klein, at the time, had his office and was domiciled in New York County, with no known association, then or now, with Suffolk County, and obviously his retainer by Mr. Mastroianni, as his attorney, with respect to various pending estates, was clearly related to Mr. Klein's personal legal representation of Surrogate Signorelli.

d. If Mr. Klein's compensation from the various estates to which he was appointed to represent Mr. Mastroianni, fairly and reasonably reflected the value of his services to those estates, no complaint would be made herein.

e. On the other hand, if it was the intention to compensate Mr. Klein from various estates for work not performed for such estates, or in inflated amounts, wholly or partially, for monies due or to become due by Surrogate Signorelli personally, that would be criminal larceny.

4a. One of the several estates on which Mr. Mastroianni, of Suffolk County, appointed Mr. Klein, of New York County, as his attorney, was the Estate of Eugene Paul Kelly in Suffolk County (Docket No. 736 P 1972).

b. It was the good fortune for the Kelly Estate that years previously, in 1977, a federal judge literally "put a gun to Surrogate Signorelli's head" and compelled him to recuse himself, for the manner he was conducting himself, with respect to the Kelly Estate.

c. Consequently, it was Acting Surrogate Burton S. Joseph, of Nassau County, who presided, not Surrogate Signorelli, when I placed in issue, the question of fees for Mr. Klein and others.

d. Mr. Klein claimed that his professional services for the Kelly Estate was worth \$27,500, but because of its small size, he made claim for only \$12,500.

e. Mr. Mastroianni approved the payment of the claim by Mr. Klein of \$12,500, as well as other sham or inflated claims.

f. The fact is that neither Mr. Klein, nor Mr. Mastroianni, nor anyone else, could show \$1.00 of professional services by Mr. Klein which benefited the Kelly Estate -- not a single dollar.

g. Mr. Justice Joseph awarded Mr. Klein the token amount of \$1,000, although to repeat, Mr. Klein did absolutely nothing which benefited the Kelly Estate.

5a. The essential Klein testimony with respect to his claim for legal fees from the Kelly Estate, with Richard C. Cahn, Esq., who succeeded Mr. Klein, purportedly representing Mr. Mastroianni, follows herein (5/8/86, SM 123-146):

"MR. CAHN: Petitioner's [Mastroianni] Exhibit 14, you have made a claim for legal fees for services rendered in the amount of \$27,150.

MR. KLEIN : Yes.

Q. In the petition, however, the amount is stated as \$12,500. Have you reduced your claim to \$12,500?

A. Yes.

...

Q. And what was your hourly wage for your services during the period of time that you were representing the Public Administrator in this estate between September 10, 1982 and February 7, 1983?

A. \$150 an hour.

MR. CAHN: I have no further questions.

THE COURT: You may cross-examine.

...

Q. Did you bill Surrogate Signorelli at the rate of \$150 an hour [on his personal matrimonial matter]?

MR. CAHN: Objection. Irrelevant.

...

Q. At what rate did you bill Surrogate Signorelli?

MR. CAHN: Objection.

THE COURT: Ask him was the rate established. You mean for his own personal work?

MR. SASSOWER: Yes.

MR. CAHN: I think it's irrelevant.

THE COURT: No. I will -- No, objection is overruled. I think it's relevant. I think first you have to ask was there an understanding that he was to get paid. and then ask him how, much, if so.

Q. Would you answer his Honor's question?

A. I would say that's confidential. A communication privilege between attorney and client.

THE COURT: Are you claiming privilege?

THE WITNESS: Yes, I am.

THE COURT: All right."

b. To repeat, neither Mr. Mastrolanni, Mr. Klein, nor anyone else produced a single dollar's worth of legal work by Mr. Klein which inured to the benefit of the Kelly Estate.

5a. There were newspaper accounts that during the Klein representation of Surrogate Signorelli, Signorelli was claiming that he could not afford, out of his annual salary of \$62,500, to make the weekly payments of \$125 to his wife, and indeed, according to a Newsday article, he made only one such payment.

b. It was manifestly obvious that Mastrolanni and Signorelli intended to pay Mr. Klein for "phantom" services to the Kelly Estate, from the Kelly Estate, in lieu of just and personal payments due by Signorelli.

6a. Similarly, Vincent G. Berger, Jr., Esq., who was Mastroianni's first attorney in the Kelly Estate, and also Surrogate Signorelli's former political campaign manager, made claim for \$15,000, which Mastroianni approved, although he believed himself entitled to more than \$30,000.

b. Acting Surrogate Burton S. Joseph, awarded Berger the sum of \$4,000, which represents the absolute outer limit for his services to the Kelly Estate.

7a. Mastrolanni is a salaried employee of Suffolk County, and has no direct financial interest in the Kelly, or any other estate, in the public administrator's office, since all fees are given to the county government, and it is the county government that bears all expenses.

b. Thus, although Surrogate Signorelli, was compelled to recuse himself in the Kelly Estate almost eleven (11) years ago, Signorelli has been and is overactive in that Estate, employing Mastrolanni as one of his vehicles.

c. Richard C. Cahn, Esq. presently purports to represent Mr. Mastroianni, nevertheless an examination of the hearing transcript before Mr. Justice Burton S. Joseph, the records, and other documents, reveals that in fact, Mr. Cahn is presently representing, not Mastroianni, but Signorelli, at the expense of the Kelly Estate.

d. Re-read, if you will, the aforementioned testimony of Mr. Klein, and although Mastroianni as the fiduciary for the Kelly Estate, owes that estate his undivided loyalty and is obligated to minimize all claimed estate expenses, by Cahn's objection to Mr. Klein's testimony, Cahn instead, is attempting to protect Signorelli, at the expense of the Kelly Estate.

e. This situation is presently continuing, as Cahn contrary to Mastroianni's fiduciary obligation to the Kelly Estate, is dissipating all the Kelly Estate's assets to effectuate Signorelli's depraved wishes, in a matter in which Signorelli has no had no judicial duties for almost eleven (11) years.

f. In the end, the Kelly beneficiaries will simply get nothing! -- zilch!

8a. Instructive and significant, is the fact that none of the other attorneys representing the Kelly beneficiaries, appointed or otherwise, objected to the claims of Berger, Klein, and/or Cahn, or any of the clearly unjustified expenses set forth in the Mastroianni accounting.

b. No claim is being made by the attorneys for the Kelly beneficiaries, appointed or otherwise, for the clear patent wrongdoing and damages caused by the actions of Mastroianni and Berger, to the Kelly Estate, although Mastroianni is bonded!

c. In Surrogate's Signorelli's bailiwick if you desire an appointment or wish to practice law in that court, you are virtually compelled to consent to the fee allowances to all his appointees, which includes those made by Mastroianni, even if it means that you betray your obligations to your clients in the process.

9. My information is that in the estates that Surrogate Signorelli did not recuse himself, Irwin Klein, Esq. was granted the the full amount he requested.

10a. Obviously, for purely pragmatic reasons, Mr. Klein has not, nor will he, sue Surrogate Signorelli for the balance due him, since he only received \$1,000 from the Kelly Estate.

b. Fundamental fairness to all vendors, including attorneys, who are not second rate citizens, is that they be paid for professional services rendered.

c. If Mr. Klein rendered \$27,100 worth of professional services for Surrogate Signorelli, I believe that, in addition to any other action that you might take, that you strongly suggest that Surrogate Signorelli personally pay the balance of \$26,100, or whatever is still due, to Mr. Klein.

Respectfully,

GEORGE SASSOWER

cc: Surrogate Ernest L. Signorelli
(personal and confidential)

HOW SURROGATE SIGNORELLI PAYS HIS PERSONAL OBLIGATIONS

1. After almost a decade, ANTHONY MASTROIANNI, an appointee of Surrogate ERNEST L. SIGNORELLI of Suffolk County, finally filed his accounting with respect to the Estate of Eugene Paul Kelly, and listed the Estate's assets at less than \$60,000.

2. Mastroianni's three (3) sequential attorneys believed that their professional services to the Kelly Estate warranted fees of almost \$80,000, but in view of the Estate's limited assets, they trimmed their demands to approximately \$42,500, which Mastroianni approved.

3. Mastroianni's second attorney's claim is instructive, if not paradigmatic, of the happenings in "Signorelli's Cesspool".

a. Mastroianni's "Attorney #2", had his law office and was domicile in Manhattan, and not coincidentally was one of Surrogate's Signorelli's personal attorneys in his own matrimonial proceeding.

b. For doing absolutely nothing benefiting the Kelly Estate, the entitlement claimed from the Kelly Estate was \$27,500, but because of its small size, he reduced his claim to \$12,500, which Mastroianni approved and accepted.

c. The only work product that was produced by Mastroianni and Attorney #2 was an affidavit opposing my motion to compel Mastroianni to account in the Kelly Estate.

d. Mastroianni's Attorney #2, was awarded the sum of \$1,000, by an assigned Acting Surrogate.

e. Significantly, Mastroianni's "Attorney #1", Signorelli's former campaign manager, was awarded \$4,000, although he claimed his services were worth at least \$30,000!

4a. The selection of a Manhattan based attorney, who has little or no experience in estate work, to be Mastroianni's attorney in the Kelly, and other, estates in Suffolk County was obviously intended as compensation for personal services rendered to, owed by, and should have been paid for, Surrogate Signorelli personally, not by the Kelly Estate, and the attempt made were nothing less than "hard core" criminal larceny of judicial trust funds.

b. In the words of William Shakespear, "thieves for their robbery have authority; when judges steal themselves" (Measure for Measure, 2:02, 175).

5. In life, Suffolk County may present a favorable environment, but in death, it presents a danger to your estate.

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