

**IN THE SUPREME COURT  
STATE OF GEORGIA**

**In re: Inquiry Concerning  
Christian Coomer**

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**Supreme Court  
Case Number: \_\_\_\_\_**

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**MOTION TO SUSPEND PURSUANT TO  
JUDICIAL QUALIFICATIONS COMMISSION RULE 15 (C)**

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CHARLES P. BORING      065131  
DIRECTOR  
JUDICIAL QUALIFICATIONS COMMISSION

Please serve:  
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1995 North Park Place SE, Suite 570  
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Georgia Bar No. 065131

**MOTION TO SUSPEND PURSUANT TO  
JUDICIAL QUALIFICATIONS COMMISSION RULE 15 (C)**

COMES NOW the Judicial Qualifications Commission Investigative Panel (“Investigative Panel”), by and through the Director, and submits this Motion to Suspend Judge Christian Coomer (“Coomer”) of the Georgia Court of Appeals. Pursuant to JQC Rule 15 (C), the Investigative Panel has received sufficient evidence to demonstrate that Coomer poses a substantial threat of serious harm to the administration of justice and public confidence in the judiciary.

The Investigative Panel’s full investigation showed that Coomer improperly drafted Wills for a former client that benefitted Coomer and his family, borrowed large sums of money from the former client with terms that were not fair and reasonable, repeatedly violated the Georgia Rules of Professional Conduct (“GRPC”), and behaved unethically toward the former client after Coomer became a Court of Appeals Judge. Coomer also repeatedly violated campaign finance laws and made misrepresentations and omissions on other financial documents. Based upon these findings, the Investigative Panel filed Formal Charges yesterday before the JQC Hearing Panel. The Formal Charges are attached to this Motion as “Exhibit A.” The procedural history of this matter and support for the Motion to Suspend are as follows:

1.

On or about March 20, 2020, the Investigative Panel became aware of a civil lawsuit which had been filed against Coomer by a former client, James Filhart (“Filhart”). The lawsuit alleged that Coomer committed malpractice, fraud, and a breach of fiduciary duty during Coomer’s representation of, and relationship with, Filhart. The allegations contained in the lawsuit primarily centered around misconduct which occurred while Coomer was a practicing attorney.

2.

As a result of the above information, the Investigative Panel initiated a complaint and an accompanying investigation into the allegations set forth in the lawsuit.

3.

The lawsuit contained numerous allegations that, if true, constituted misconduct in violation of the Georgia Code of Judicial Conduct. This included Coomer improperly and unethically drafting Wills for Filhart in a manner that benefitted Coomer and his family. The alleged misconduct also included Coomer borrowing large sums of money from Filhart with terms that were not fair and reasonable.

4.

Despite delays and logistical hurdles posed by the COVID-19 pandemic and the accompanying impact on the judicial system and other entities and individuals with information relating to the allegations, the Investigative Panel and JQC Staff moved forward with its investigation into the allegations contained in the lawsuit. An initial review of those allegations led to an expansion of the scope of the investigation, which included the discovery of State campaign finance law violations<sup>1</sup> and acts of misconduct committed during Coomer's service as a Georgia Court of Appeals Judge.

5.

On June 17, 2020, Coomer was interviewed by a JQC Staff investigator.

6.

Subsequent to that interview and pursuant to JQC Rule 17 (C) (4), Coomer was scheduled to appear before the Investigative Panel in July of 2020. Upon the request of Coomer's counsel, however, the appearance was rescheduled.

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<sup>1</sup> The Georgia Government Transparency and Campaign Finance Commission ("GTCFC") filed an initial Complaint against Coomer on October 5, 2020, alleging numerous violations of the Georgia Government Transparency and Campaign Finance Act. The GTCFC then filed an Amended Complaint on November 23, 2020, alleging numerous additional violations of the Georgia Government Transparency and Campaign Finance Act. The Amended Complaint is attached to this Motion to Suspend as "Exhibit B."

7.

Coomer appeared before the Investigative Panel on September 18, 2020. In advance of that meeting, and at that meeting, Coomer provided the Investigative Panel with numerous documents and accompanying correspondence related to the allegations against Coomer.

8.

Upon the request of his counsel, Coomer was allowed 20 days to provide a written response to the issues raised during his appearance before the Investigative Panel on September 18, 2020. Coomer provided said response, along with a number of accompanying documents, to the Investigative Panel on October 8, 2020.

9.

The attached Formal Charges are the result of an extensive investigation which involved the review and examination of thousands of pages of documents, including multiple sets of financial records, legal instruments, transcripts, and email correspondence. The investigation also necessitated coordination with several other state agencies, consultation with subject-matter experts, and interviews with numerous witnesses.

10.

The Investigative Panel provided Coomer with the opportunity to provide explanatory, exculpatory, and mitigating evidence and arguments before making findings on the allegations of misconduct.

11.

On December 18, 2020, after considering the above information and after a lengthy and thorough investigation, the Investigative Panel found reasonable cause to believe that Coomer committed misconduct and directed the Director to file formal charges. Yesterday, on December 28, 2020, the Director filed Formal Charges on Complaint 2020-128, which includes 26 Counts alleging violations of the Georgia Code of Judicial Conduct.

12.

Whereas the information initially before the Investigative Panel in March of 2020 consisted of bare allegations contained in a lawsuit filed against Coomer by a former client, the subsequent investigation over the course of several months not only corroborated many of the allegations made against Coomer in the lawsuit but also uncovered further violations of the Code of Judicial Conduct related to Coomer's representation of, and relationship with, that former client. Further, the investigation uncovered a pattern of dishonest and unethical behavior by Coomer,

including violations of State campaign finance laws, which continued during Coomer's service on the Georgia Court of Appeals and through the Spring of 2020.

13.

While the initial allegations contained in the lawsuit became known to the public around the time of the lawsuit's filing and were no doubt concerning to many members of the public, the Investigative Panel sought to verify and fully investigate those allegations before moving to suspend Judge Coomer.<sup>2</sup> The Investigative Panel's investigation has not only resulted in a finding of reasonable cause to believe that Coomer committed misconduct as initially alleged in the lawsuit, but also that Coomer has committed additional acts of misconduct while a sitting Georgia Court of Appeals Judge.

14.

As the Formal Charges publicly filed yesterday include a pattern of unethical and dishonest conduct by Coomer before and during his service on the Georgia Court of Appeals, the Investigative Panel deems it appropriate and necessary to move to suspend Coomer pursuant to JQC Rule 15 (C) in order to maintain public confidence in the judiciary and to protect the proper administration of justice.

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<sup>2</sup> The IP has recently moved to suspend other judges pursuant to Rule 15 (C) soon after allegations of wrongdoing have come into the public light. Those cases, however, involved criminal acts that had already resulted in arrest warrants and search warrants being issued and executed based upon findings of probable cause by a neutral and detached judge, as opposed to the filing of a civil lawsuit.

15.

Therefore, the Investigative Panel, by and through its Director, moves the Supreme Court of Georgia to SUSPEND Coomer pending a final determination on the Formal Charges.

Respectfully submitted, this 29<sup>th</sup> day of December, 2020.

s:\CHARLES P. BORING  
CHARLES P. BORING           065131  
DIRECTOR  
JUDICIAL QUALIFICATIONS COMMISSION

**IN THE SUPREME COURT  
STATE OF GEORGIA**

**In re: Inquiry Concerning  
Christian Coomer**

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**CERTIFICATE OF SERVICE**

This is to certify that I have this day served a copy of the foregoing Motion to Suspend on counsel for Coomer by placing a copy of same in the United States Mail with adequate postage affixed thereon and by electronic transmission to:

Dennis Cathey  
649 Irvin Street  
P.O. Box 689  
Cornelia, Georgia 30531  
[DCathey@catheyandstrain.com](mailto:DCathey@catheyandstrain.com)

Additionally, a copy of this Motion has been provided to all members of the JQC Investigative Panel by electronic transmission.

Respectfully submitted, this 29<sup>th</sup> day of December, 2020.

s:\CHARLES P. BORING  
CHARLES P. BORING 065131  
DIRECTOR  
JUDICIAL QUALIFICATIONS COMMISSION

Judicial Qualifications Commission  
1995 North Park Place SE, Suite 570  
Atlanta, Georgia 30339

# EXHIBIT A

BEFORE THE JUDICIAL QUALIFICATIONS COMMISSION  
STATE OF GEORGIA

*In re:* Inquiry Concerning  
**Judge Christian Coomer**

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) Complaint No. 2020-128  
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**FORMAL CHARGES**

The Judicial Qualifications Commission (“JQC”) Investigative Panel (“IP”) initiated and conducted a Full Investigation regarding allegations of misconduct against Judge Christian Coomer (“Coomer”) of the Georgia Court of Appeals. Pursuant to JQC Rule 17, the IP concluded that formal charges should be instituted for the purpose of determining whether Coomer is guilty of violations of the Code of Judicial Conduct, violations of the law, willful misconduct in office, and other conduct prejudicial to the administration of justice which brings the judicial office into disrepute.

Accordingly, the Director files the below Formal Charges with the JQC Hearing Panel pursuant to JQC Rule 19 and requests that proceedings be instituted for the purpose of determining if Coomer is guilty of the alleged violations of the Code of Judicial Conduct and, if so, the appropriate sanction.

## **I. INTRODUCTION**

### **1.**

Coomer violated the Code of Judicial Conduct by failing to act in a manner that promotes public confidence in the integrity of the judiciary and by failing to respect and comply with the law. These failures began while Coomer was a practicing attorney and State Representative and continued through his candidacy for, and service as, a Georgia Court of Appeals Judge. Much of the violative conduct involved his representation of, and his relationship with, his client James Filhart (“Filhart”).

This misconduct included Coomer improperly drafting Wills for the client that benefitted Coomer and his family, borrowing large sums of money from Filhart with terms that were not fair and reasonable, continually violating the Georgia Rules of Professional Conduct (“GRPC”), and behaving unethically toward Filhart after Coomer became a Court of Appeals Judge. Coomer also ran afoul of the Code of Judicial Conduct by repeatedly violating campaign finance laws and by making misrepresentations and omissions on other financial documents, including those governed by federal law.

## II. JURISDICTION

2.

Coomer was admitted to the State Bar of Georgia in 1999 and practiced law until he was sworn-in to the Georgia Court of Appeals on October 31, 2018. At all times in which he has been a member of the State Bar of Georgia and admitted to practice law in the State of Georgia, Coomer has been subject to the GRPC. To the extent that the conduct of Coomer implicates the GRPC, the JQC has concurrent jurisdiction with the State Bar of Georgia. See JQC Rule 2, Commentary [1].

3.

Coomer became a candidate for the Georgia House of Representatives in 2010 and was elected to public office that November. Coomer served in the Georgia House of Representatives from 2011 until October 31, 2018.

4.

Coomer filed an application for a vacancy on the Georgia Court of Appeals on March 29, 2018. He then filed an application for a vacancy on the Supreme Court of Georgia on August 30, 2018. At all times in which he declared himself a candidate for, or applied for, judicial office, he was a judicial candidate pursuant to the Georgia Code of Judicial Conduct. See Georgia Code of Judicial Conduct, Preamble and Scope, Application, and Terminology; See also JQC Rule 2B, and Commentary [1].

5.

On September 14, 2018, it was publicly announced that Coomer would be appointed to the Georgia Court of Appeals. He was sworn-in as a Judge on the Georgia Court of Appeals on October 31, 2018 and continues to serve in that capacity.

6.

To the extent that any alleged misconduct occurred before Coomer took office as a judge, the JQC has jurisdiction to consider alleged misconduct occurring before Coomer's service as a judge. See Article VI, Section VII, Paragraphs VII (a) and VI of the Georgia Constitution of 1983; O.C.G.A. § 15-1-21; Georgia Code of Judicial Conduct, Preamble and Scope, Application, and Terminology; and JQC Rules 1 and 2B.

### **III. FACTS**

7.

On and about March 20, 2020, the IP became aware of a civil complaint which had been filed against Coomer by Filhart in which it was alleged that Coomer committed malpractice, fraud, and a breach of fiduciary duty related to Coomer's representation of, and relationship with, Filhart.

8.

As a result of the above, the IP initiated a complaint and an accompanying investigation into the allegations set forth in the civil complaint which led to the discovery of additional facts, all of which now form the basis of these formal charges as set forth herein.

#### **Legal Representation of James Filhart**

9.

Filhart is 79 years old and resides in Bartow County, Georgia.

10.

In April 2015, Filhart retained Coomer to represent him in a guardianship action involving Filhart's girlfriend, Wynell Waycaster ("Waycaster"). Waycaster lived in a nursing facility and Filhart desired to become her guardian instead of her

own family.

11.

Filhart paid Coomer a \$20,000 retainer, pursuant to a written “Attorney-Client Agreement” wherein Coomer would charge \$300 per hour for his services. The agreement also allowed Coomer to increase the hourly rate without notice to Filhart, not to exceed \$350 per hour.

12.

Through his representation of Filhart, Coomer learned that Filhart had a financial net worth in excess of \$1 million.

13.

In August 2015, after approximately *four* months, Coomer requested an additional \$10,000 from Filhart, which Filhart paid.

14.

On June 14, 2016, the final hearing on the guardianship matter was held and Filhart was appointed guardian over Waycaster.

15.

After the final hearing, Coomer requested an additional \$50,000 from Filhart, which Filhart paid on or about June 16, 2016. In total, Filhart paid Coomer

\$80,000 to handle the guardianship matter. At that time, Coomer did not provide Filhart with a billing statement or invoice supporting that amount.

16.

Coomer continued to represent Filhart as an attorney on various matters after the guardianship matter concluded.

### **Filhart's Estate Planning**

17.

During the spring of 2017, Coomer began providing legal advice to Filhart regarding estate planning. At that time, Filhart already had a Last Will and Testament ("Will"), which had been drafted by another attorney and named Dr. William Moon ("Moon") as Executor. The Will provided that at Filhart's death, all of his assets would flow into a Testamentary Trust, with Moon acting as the Trustee, in which the Trust's sole purpose was to provide for the care and maintenance of Waycaster. Upon Waycaster's death, the assets of the trust would then flow to three charities.

18.

Moon was a close friend of Filhart and a licensed psychologist who sometimes provided psychological counseling to Filhart.

19.

Coomer advised Filhart that Moon could not serve as Executor or Trustee under Filhart's Will due to a conflict. Coomer advised Filhart that he needed to draft another Will to remove Moon as the Executor and Trustee.

20.

Filhart named Coomer the beneficiary on Filhart's financial and investment accounts after discussing the issue with Coomer. Coomer told Filhart that, upon Filhart's death, he would distribute the funds in the financial and investment accounts according to Filhart's wishes.

21.

On or about May 3, 2017, Filhart named Coomer as the beneficiary of an Invesco IRA financial account.

22.

On May 4, 2017, Filhart submitted a Transfer on Death Account Agreement for an LPL Financial investment account, naming Coomer as the sole beneficiary upon Filhart's death.

23.

Coomer drafted the new Will for Filhart, dated May 4, 2017, naming himself

as Executor and Trustee under the Will (“May 2017 Will”).

24.

Coomer drafted a General Power of Attorney, dated May 4, 2017, which gave to him the power and authority to make both health care and financial decisions on behalf of Filhart if Filhart became physically disabled, mentally incompetent, or otherwise incapacitated.

25.

The General Power of Attorney required only a declaration by Coomer to establish that Filhart had become physically disabled, mentally incompetent, or otherwise incapacitated.

26.

On May 9, 2017, Filhart removed Moon as beneficiary on an Annuity Beneficiary Acknowledgement for a Lincoln Financial account and named Coomer as beneficiary on that account.

27.

On or about May 11, 2017, Filhart provided Payable on Death notices to Bank of America regarding his checking and savings accounts, naming Coomer as the sole beneficiary for these accounts.

28.

On May 12, 2017, Filhart wrote a handwritten statement and submitted it to Coomer stating that Coomer was to be “beneficiary of everything I own.” The handwritten statement also included information for various accounts, names, and information for family members and friends, and Filhart’s own personal identification information.

29.

Coomer drafted another Last Will and Testament for Filhart, dated May 23, 2018, naming himself not only the Executor and Trustee, *but also a beneficiary* (“May 2018 Will”) in direct violation of GRPC 1.8(c).

30.

The May 2018 Will provided that Waycaster would be the initial beneficiary for her life, with Coomer having discretion as Executor and Trustee for the care of Waycaster.

31.

The May 2018 Will gave Coomer the discretion as Executor to distribute the remainder of Filhart’s estate among himself and three charities, in shares to be determined solely by Coomer. Thus, Coomer was given complete power and

authority to give most, if not all, of the remainder to himself and little, or none, of the remainder to the charities.

32.

Furthermore, the May 2018 Will provided that if Coomer predeceased Waycaster, then Coomer's heirs would become beneficiaries of Filhart's estate.

33.

On June 28, 2018, Coomer drafted the "James Pat Filhart Irrevocable Living Trust" ("Irrevocable Living Trust") and designated himself as the Trustee and beneficiary.

34.

The Irrevocable Living Trust gave Coomer the power to direct funds from the Trust to himself even while Filhart was alive.

35.

The Trust provided that if Coomer predeceased Filhart then Coomer's "living issue" would become the beneficiaries of the Trust.

36.

The Trust was irrevocable.

37.

Coomer drafted yet another Will for Filhart, dated September 19, 2018, days after it was publicly announced that Coomer would be appointed to the Georgia Court of Appeals (“September 2018 Will”).

38.

The September 2018 Will was practically identical to the May 2018 Will in how the Filhart estate was to be distributed upon Filhart’s death, with the only significant change being that Coomer changed the Will to name Heidi Coomer, his wife, as Executor and Trustee. Coomer kept himself as a beneficiary, again in direct violation of GRPC 1.8(c).

39.

The September 2018 Will gave Heidi Coomer the power as Executor to distribute the remainder of Filhart’s estate among Coomer and three charities, with the power and authority to give most, if not all, of the remainder to Coomer and little, or none, of the remainder to the charities.

40.

Coomer also drafted a General Power of Attorney, dated September 19, 2018, which gave Heidi Coomer the power and authority to make both health care

and financial decisions on behalf of Filhart if Filhart became physically disabled, mentally incompetent, or otherwise incapacitated. It required only a declaration by Heidi Coomer to establish that Filhart had become physically disabled, mentally incompetent, or otherwise incapacitated. It also authorized her to obtain Filhart's financial information.

41.

Coomer also drafted an Advance Directive for Health Care and Appointment of Agent to Control Disposition of Remains, which named Heidi Coomer as the Attorney-in-Fact to make decisions regarding Filhart's health care as well as the disposition of his body upon his death.

42.

On October 9, 2018, Filhart named Coomer as his "Next of Kin" on a Body Donor Authorization form which Coomer signed as a witness and noted his relationship to Filhart as his attorney.

### **Substantial Loans to Coomer from Filhart**

43.

On December 6, 2017, Coomer drafted and executed a promissory note in which he, through CAC Holdings, LLC, a limited liability company owned solely

by Coomer, borrowed \$80,000 from Filhart. (“December 2017 Loan”).

44.

The promissory note named CAC Holdings, LLC as the borrower, not Coomer personally.

45.

The promissory note provided for a 20-year term with an annual percentage rate of 4.5%. Filhart would have been 95 years old when this loan matured.

46.

The promissory note listed only *Filhart’s own home* as security for the loan. Coomer did not execute a security deed evidencing this indebtedness, nor was a security deed filed referencing this indebtedness. Coomer did not personally guarantee the December 2017 Loan. This resulted in the loan being unsecured.

47.

On December 7, 2017, the \$80,000 loan was funded and deposited into the CAC Holdings, LLC bank account.

48.

Later that day, Coomer wrote a check from the CAC Holdings, LLC account to United Community Bank in the amount of \$75,810.13 to pay off an earlier loan

Coomer had taken out through CAC Holdings, LLC. Coomer further transferred a total of \$1,550 from the CAC Holdings, LLC account to his law firm account in three separate transactions between December 12-14, 2017.

49.

On March 5, 2018, CAC Holdings, LLC received \$100,396.61, proceeds from the sale of a rental house owned by CAC Holdings, LLC, and located in Cleveland, Tennessee.

50.

On March 8, 2018, Coomer wrote a check from the CAC Holdings, LLC account to Filhart to pay off the December 2017 Loan.

51.

Coomer then borrowed, again through CAC Holdings, LLC, \$159,000 from Filhart, evidenced by another promissory note drafted and executed by Coomer and dated March 8, 2018 (“March 2018 Loan”), the same day that Coomer paid off the December 2017 Loan.

52.

The promissory note again named CAC Holdings, LLC as the borrower, not Coomer personally.

53.

The promissory note provided for a 30-year term with an annual percentage rate of 3.3%, which interest rate was below the average interest rate at that time for a personal unsecured 30-year fixed rate loan. Filhart would have been approximately 106 years old when this loan matured.

54.

The promissory note listed only *Filhart's own home* as security for the loan. Coomer did not execute a security deed evidencing this indebtedness, nor was a security deed filed referencing this indebtedness. Coomer did not personally guarantee the March 2018 Loan. This resulted in the loan being unsecured.

55.

Coomer told Filhart that, regardless of the terms of the loan, he intended to repay Filhart the entire amount within one year.

56.

The March 2018 Loan funds were deposited directly into Coomer's personal bank account instead of CAC Holdings, LLC on March 10, 2018. On the same day, Coomer wrote a check from his personal bank account in the amount of \$152,725.71 to pay off the entire outstanding mortgage on his personal residence.

57.

A few months after the March 2018 Loan, Coomer requested that Filhart make yet another loan to him. Filhart informed Coomer that he did not have the cash to do so in his bank accounts, at which point Coomer discussed with Filhart the possibility of selling investments in Filhart's investment accounts in order to obtain the cash to make another loan to Coomer.

58.

Filhart told Coomer that he could discuss that issue directly with Filhart's financial advisor. Coomer declined to discuss the issue directly with the financial advisor but agreed to draft an email inquiry for Filhart.

59.

On July 10, 2018, Coomer sent an email to Filhart, the body of which claimed to be from Filhart to James Bochenek ("Bochenek"), Filhart's financial advisor. The email stated to Bochenek that Filhart was "thinking about liquidating some accounts to use the money on *a new project*." (emphasis added). At no point in the email did Coomer make any mention of the fact that the actual purpose of liquidating the accounts was to make a loan to Coomer. The body of the email then inquired about the tax implications of liquidating three different accounts belonging to Filhart. Coomer detailed the total balance in each of the

accounts he suggested that Filhart liquidate. The total amount of money that Coomer represented that Filhart was thinking about liquidating was \$95,057.

60.

Filhart forwarded the email from Coomer to Bochenek.

61.

On August 31, 2018, Filhart liquidated his LPL equities account, which was one of the accounts referenced in Coomer's email.

62.

Coomer then borrowed, through CAC Holdings, LLC, another \$130,000 from Filhart, evidenced by a promissory note drafted and executed by Coomer and dated September 8, 2018 ("September 2018 Loan").

63.

The promissory note again named CAC Holdings, LLC as the borrower, not Coomer personally. The loan was unsecured.

64.

The promissory note provided for a single payment on January 1, 2026, with an annual percentage rate of 4%. Filhart would have been 84 years old when this loan matured. The funds Filhart obtained from liquidating his LPL equities

account were used to help fund the September 2018 Loan.

65.

On September 10, 2018, the \$130,000 loan funds were deposited directly into the CAC Holdings, LLC account controlled exclusively by Coomer. As of August 30, 2018, 10 days before the \$130,000 loan from Filhart, the CAC Holdings, LLC account had a balance of only \$30.27.

66.

On September 21, 2018, Coomer moved the \$130,000 from the CAC Holdings, LLC account to his personal UBS investment account.

### **Coomer's Applications for Judgeships**

67.

On March 29, 2018, Coomer applied for one of three vacant judgeships on the Georgia Court of Appeals. Coomer filled out, signed, and submitted a lengthy official questionnaire to the Judicial Nominating Commission for the State of Georgia as a part of the official application process.

68.

The questionnaire, completed and signed by Coomer, asked if he was at that time acting in a fiduciary capacity, to which Coomer stated, "I have ownership

interests in my law firm and a real estate holding company (*which has been liquidated*).... (emphasis added) (Question 19). On March 29, 2018, Coomer had approximately \$20,000 in his CAC Holdings, LLC account, which was the real estate holding company referenced by Coomer. On April 1, 2018, Coomer made his first payment to Filhart on the March 2018 Loan and paid it from his CAC Holdings, LLC account.

69.

In the questionnaire completed and signed by Coomer, he stated and acknowledged that he had carefully studied the Code of Judicial Conduct. Coomer further explained that he helped rewrite the statutory authority of the Judicial Qualifications Commission, and through that process studied the Code of Judicial Conduct in detail. Coomer also noted that he had refreshed his knowledge of the Code in the weeks leading up to submitting the questionnaire for the Court of Appeals position.

70.

In the questionnaire, Coomer stated that he had also served as a Municipal Court Judge for the City of Adairsville from March 2013 until June 2014, and noted that he had studied the Code of Judicial Conduct in preparation for his time serving as a Municipal Court Judge. Coomer had been elected to the Georgia

House of Representatives in 2010, and as a member of the General Assembly actually sponsored the HB 498 which created the Municipal Court for the City of Adairsville in 2011. Coomer continued to hold office in both the legislative branch (Georgia House of Representatives) and the judicial branch from 2013 until he resigned from his Municipal Court judgeship in 2014 due to possible conflicts with his legislative duties. See, Attorney General Opinion, *Unofficial Opinion U2014-2*, 2014 Ga. AG LEXIS 2 (August 28, 2014).

71.

On or about April 10, 2018, the Judicial Nominating Commission announced the names of 40 interviewees out of the 211 applicants for the vacant Georgia Court of Appeals judgeships. Coomer was one of the 40 people selected for an interview with the Judicial Nominating Commission.

72.

On or about May 1, 2018, the Judicial Nominating Commission submitted a short list of names to Governor Deal for consideration regarding the vacant Georgia Court of Appeals judgeships, and the list did not include Coomer.

73.

On August 30, 2018, Coomer applied for a vacant judgeship on the Supreme Court of Georgia. Coomer filled out, signed, and submitted a lengthy official

questionnaire to the Judicial Nominating Commission.

74.

The questionnaire, completed and signed by Coomer, asked if Coomer was at that time acting in a fiduciary capacity, to which he again stated, “I have ownership interests in my law firm and a real estate holding company (*which has been liquidated*).... (emphasis added) (Question 19).

75.

On August 30, 2018, Coomer had approximately \$30.27 in his CAC Holdings, LLC account. Coomer deposited \$130,000 into his CAC Holdings, LLC account on September 10, 2018, while his application and questionnaire were still before the Judicial Nominating Commission and Governor Deal for review.

76.

Once again, Coomer’s response to the questionnaire recounted his work regarding the JQC and extensive knowledge of the Code of Judicial Conduct.

77.

In early September 2018, Coomer told Filhart that he was about to be appointed to a judgeship.

78.

On September 14, 2018, it was publicly announced that Coomer would be appointed to the Georgia Court of Appeals, and he was sworn-in as a Judge on the Georgia Court of Appeals on October 31, 2018.

### **Termination of Relationship between Coomer and Filhart**

79.

On February 22, 2019, after learning that he owed approximately \$11,000 in additional taxes from selling investments to fund the September 2018 Loan to Coomer, Filhart emailed Coomer at his chris@coomerlaw.com email account and expressed his desire to end their professional and personal relationship. In that email, Filhart stated “I would like you to pay all the money you borrowed from me asap. Maybe within 30 days. Because of *youtalking* [sic] *me into* selling all my stocks at one time, I owe \$11,000 more taxes than I would have if I hadn’t sold them. You only thought of yourself and you put me in a very bad place.” (emphasis added).

80.

On February 22, 2019, Coomer sent an email response to Filhart, stating “I didn’t tell you to sell your stocks and *I don’t know anything about that.*” (emphasis added). Coomer also stated in the email that Filhart had *in the past* told

Coomer that Filhart was losing his memory and struggling mentally, and that he had witnessed Filhart in emotional distress *in the past*. Of note, Coomer had never previously expressed any concerns with Filhart's mental fitness when borrowing money from him and having Filhart agree to and sign legal instruments.

81.

On February 28, 2019, Filhart emailed Coomer and informed him that he was removing Coomer from any involvement in Filhart's affairs and finances. Filhart further wrote that, "I am afraid to talk to you on the phone. I am terrified now. I am looking for an elderlaw attorney. I am just about broke as far ready cash goes [sic]. I paid the \$11,000 more taxes. I wish you would borrow the money from the bank or your dad and pay me everything you owe. Then the whole matter would be dropped."

82.

On February 28, 2019, Coomer responded via email wherein he expressed a desire to resolve the matter. Also in that email, Coomer again feigned ignorance regarding the tax issues and the funding of the September 2018 Loan, writing "I didn't know anything about your taxes or about what you were doing to make the loan to me."

83.

On March 5, 2019, Filhart emailed Coomer and again asked that he repay the money. Filhart also stated that “it was a mistake to loan you the money in the first place. I was depressed and making a lot of mistakes. Had I been in my right mind I would have said no to loaning you any money at all.”

84.

In the March 5, 2019 email, Filhart also documented that Coomer had asked to borrow an *additional \$220,000* from Filhart only one month after the September 2018 Loan, but that Coomer eventually changed his mind.

85.

Further, in the March 5, 2019 email Filhart requested that Coomer send him an itemized bill for the \$80,000 Coomer charged Filhart for the guardianship matter, as Filhart had never received an itemized bill for those legal services.

86.

Coomer responded by taking Filhart’s statements above, which described Filhart’s regret and mental status *at the time he loaned Coomer money*, and used them to manufacture an alleged then-current concern for Filhart’s mental well-being. In his March 6, 2019 email response, Coomer claimed for the first time that

he was concerned that Filhart was “suffering from a mental health or emotional health problem” that might impair his judgment and demanded that Filhart get a mental health professional to evaluate him and send Coomer a letter saying Filhart could “understand and appreciate a legally binding agreement” before discussing the issues any further.

87.

On March 11, 2019, Coomer emailed Filhart and again stated that he needed a letter from a mental health professional before discussing the issues with Filhart. Filhart responded that day via email and stated that “I don’t need to see mental [sic] health professional. I just want you to pay me back. All of it. Very soon. Then it will all be done.” Coomer then replied by email and claimed a continued concern for Filhart’s mental status and ability to make “meaningful decision [sic]” on his own. Coomer concluded that email by telling Filhart that if he did not provide the requested letter, Coomer would “take that to mean that you are incapacitated or impaired by a mental health issue and govern myself accordingly.”

88.

Between March 12-26, 2019, Filhart and Coomer exchanged several emails, wherein Filhart again requested that Coomer repay the outstanding loans. Coomer again insisted that Filhart first get a letter from a mental health professional.

89.

On April 16, 2019, Filhart emailed Coomer and informed him he was having difficulties finding an attorney because “They [sic] either are all afraid of you or they are friends with you.” Filhart again asked for his records, stating that “I have asked for this a couple times before, coul [sic] you send me an itemized list of why it cost \$80,000 for that guardianship case. In the beginning you said “ It wil [sic] really be expensive, \$20,00-\$30,000. Please send me that itemized list. Also, may I have all of the papers you have on file pertaining to all the money I loaned you.”

90.

On April 16, 2019, instead of providing Filhart with the requested records as required by the GRPC, Coomer emailed Filhart and again asked him if he had “been able to get a letter from Dr. Moon or another mental health provider to show you are not operating under any disability or diminished capacity? Once we have that cleared up, we can work on resolving everything else.”

91.

On April 19, 2019, Coomer emailed Filhart again from his chris@coomerlaw.com email account, the same one that he had previously been using to communicate with Filhart. Coomer stated “I’m still waiting for a reply. Please get me something from your mental health provider as soon as possible. I

really want to get this matter resolved as fast as we can.” This time, however, Coomer’s email signature noted his position as a Court of Appeals Judge.

92.

On April 25, 2019, Coomer emailed Filhart and instructed him that if he did not provide the requested mental health letter, he may need to have a guardian appointed to help manage his affairs. Coomer’s email signature again noted his position as a Court of Appeals Judge.

93.

On May 15, 2019, Moon wrote a letter on behalf of Filhart which stated that while Filhart sometimes suffered from depression, he never needed medication for any depression-related issues. The letter noted that Filhart had never had suicidal thoughts or attempts, but that he had made impulsive decisions over the prior eight months without thinking about the full consequences of those decisions. Moon provided the letter to Coomer.

94.

On May 15, 2019, Waycaster passed away.

95.

On May 24, 2019, Filhart emailed Coomer and yet again requested that

Coomer send Filhart an itemized bill for the legal work performed in the guardianship matter. Filhart also requested a copy of his complete case file and noted that he had “asked several times.” Coomer never responded to this email.

96.

Filhart, not receiving a reply to the May 24, 2019 email, sent it again to Coomer on May 29, 2019. Coomer still did not respond.

97.

Although Filhart repeatedly asked for itemized bills and records related to Coomer’s legal representation of Filhart and documents related to the loans Filhart made to Coomer through CAC Holdings, LLC, Coomer refused to provide Filhart with any records, bills, or case files for over a year. Only after meeting with JQC Investigator Lance Alford on June 17, 2020 did Coomer agree to provide Filhart with the requested records.

98.

On November 4, 2019, attorney Wright Gammon (“Gammon”), representing Filhart, sent a letter to Coomer requesting repayment of the two outstanding loans Filhart made to Coomer through CAC Holdings, LLC. This letter also raised the issue that “[t]he terms of the loans as situated would not allow repayment, most likely, until after [Filhart’s] death.”

99.

Coomer responded by calling Gammon and asking if there was some deficiency with the loan documents. Gammon responded that the loans were unsecured and the purported security listed was Filhart's own home. Coomer then requested that Gammon send Coomer a copy of the loan documents.

100.

On November 7, 2019, Gammon's office emailed Coomer a copy of the promissory note evidencing the March 2018 Loan. Within twenty minutes of that email, Coomer emailed back stating that his listing of Filhart's address as security for the loan was a "scrivener's error," and asked if there were "any other errors that might create questions as to the validity of the notes?"

101.

Coomer also called Gammon and told Gammon to just strike through Filhart's address and replace it with Coomer's address, then abruptly ended the conversation.

102.

After having been confronted by Gammon regarding the problems with the loans to Filhart, Coomer completed and signed a Personal Financial Statement

dated December 14, 2019 in which he listed the loans from Filhart as personal liabilities for the first time. Coomer admitted in this document that these loans were unsecured.

103.

As of March 2020, Coomer had not fully repaid the March 2018 Loan or the September 2018 Loan.

### **Litigation Becomes Necessary**

104.

On March 6, 2020, Filhart filed a civil complaint against Coomer in the Superior Court of Bartow County. The complaint alleged that Coomer committed malpractice, fraud, and a breach of fiduciary duty related to Coomer's representation of, and relationship with, Filhart. The lawsuit garnered public attention as it was reported on by several media outlets.

### **Mortgage Application**

105.

On March 26, 2020, one day after the Atlanta Journal-Constitution ("AJC") first reported the lawsuit against Coomer, Coomer signed and submitted a mortgage application to SWBC Mortgage Corporation in order to obtain funds

through a refinance of his personal home. These funds were ultimately used to help pay off the loans made by Filhart.

106.

Coomer signed the mortgage application, affirming that he understood that “it is a Federal crime... to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, *et. seq.*”

107.

The mortgage application required Coomer to list all outstanding liabilities and pledged assets. Coomer did not list the outstanding loans owed to Filhart on the mortgage application, even though he had just declared the loans to be liabilities on his Personal Financial Statement dated December 14, 2019. Coomer also noted on the December 14, 2019 Personal Financial Statement that the loans from Filhart were unsecured.

108.

The mortgage application required Coomer to “[i]ndicate by (\*) those liabilities, which will be satisfied upon sale of the real estate owned or upon refinancing of the subject property.” Coomer did not disclose that his liability to Filhart was going to be satisfied upon and by the refinance of his property.

109.

The mortgage application required Coomer to list assets including checking and savings accounts. Coomer listed the balance of \$67,337.19 in a UCB account ending in 5012 as an asset on the application. That account, however, was Coomer's *campaign* account.

110.

The mortgage application required Coomer to list assets including "Stocks and Bonds...." Coomer listed a balance of \$214,000 in his UBS investment account as an asset on the application. Coomer, however, had obtained a check from UBS in the amount of \$214,069.40 on March 24, 2020, the same day he released a statement to the AJC knowing they were going to run an article on the lawsuit, and deposited it into a personal checking account on March 26, 2020. Then on March 27, 2020, Coomer moved that same amount, \$214,069.40, from the personal checking account into his CAC Holdings, LLC account.

111.

On April 1, 2020, Coomer wrote a check to pay off the remaining balance of the September 2018 Loan to Filhart. The check was drawn on the account of CAC Holdings, LLC in the amount of \$138,232.90 and included interest due on the loan. The check did not clear until April 14, 2020.

112.

After submitting the mortgage application listed above, Coomer refinanced his personal home and received funds from that transaction that he in turn used to help pay off the remaining loan balances to Filhart. The refinance was completed on April 21, 2020, and Coomer received funds from SWBC Mortgage Corporation on April 27, 2020 in the amount of \$99,665.95, which was deposited into one of his personal checking accounts. Later that same day, Coomer moved \$77,000 of those funds to the CAC Holdings, LLC account.

113.

Also on April 21, 2020, Coomer wrote a check to pay off the remaining balance on the March 2018 Loan. The check was drawn on the account of CAC Holdings, LLC in the amount of \$152,723.04. The funds used to pay off the remaining balance on the March 2018 Loan were partially obtained through the above mortgage application and refinancing transaction. The check did not clear until May 5, 2020.

### **Campaign Finance Violations**

114.

During the investigation prompted by the financial dealings with Filhart, numerous improper financial transactions between Coomer's law firm and the

campaign account he maintained while a candidate and State Representative, and a Court of Appeals Judge, were discovered.

115.

Between April 15, 2015 and July 12, 2019, Coomer failed to disclose on his Campaign Contribution Disclosure Reports (“CCDR”) 43 transactions which transferred campaign funds into and from his campaign account.

116.

Many of the transfers that were not disclosed on Coomer’s CCDR were effectively short-term loans to cover minimal or overdrawn balances on Coomer’s law firm account.

117.

On April 15, 2015, Coomer transferred \$750 from his campaign account to his law firm account. Without this transfer, Coomer’s law firm account would have been overdrawn with a closing balance of -\$516.83 on April 15, 2015. Coomer failed to disclose this payment on his June 30, 2015 CCDR in violation of O.C.G.A. §§ 21-5-34 and 21-5-33.

118.

On April 21, 2015, Coomer transferred \$500 from his campaign account to

his law firm account. Without this transfer, Coomer's law firm account would have had a closing balance of \$136.97 on April 21, 2015. Coomer failed to disclose this payment on his June 30, 2015 CCDR in violation of O.C.G.A. §§ 21-5-34 and 21-5-33.

119.

On May 22, 2015, Coomer transferred \$750 from his campaign account to his law firm account. Without this transfer, Coomer's law firm account would have had a closing balance of \$140.03 on May 22, 2015, and an overdrawn balance of -\$691.16 on May 26, 2015 when sufficient funds were deposited to reverse the transfer. Coomer failed to disclose this payment on his June 30, 2015 CCDR in violation of O.C.G.A. §§ 21-5-34 and 21-5-33.

120.

On November 8, 2016, Coomer transferred \$1,000 from his campaign account to his law firm account. Without this transfer, Coomer's law firm account would have been overdrawn with a closing balance of -\$732.82 on November 8, 2016. Coomer failed to disclose this payment on his December 31, 2016 CCDR in violation of O.C.G.A. §§ 21-5-34 and 21-5-33.

121.

On February 14, 2017, Coomer transferred \$1,000 from his campaign

account to his law firm account. Without this transfer, Coomer's law firm account would have been overdrawn with a closing balance of -\$852.06 on February 14, 2017. Coomer failed to disclose this payment on his June 30, 2017 CCDR in violation of O.C.G.A. §§ 21-5-34 and 21-5-33.

122.

On February 15, 2017, Coomer transferred \$1,000 from his campaign account to his law firm account. Without this transfer, Coomer's law firm account would have been overdrawn with a closing balance of -\$1,197.07 on February 15, 2017. Coomer failed to disclose this payment on his June 30, 2017 CCDR in violation of O.C.G.A. §§ 21-5-34 and 21-5-33.

123.

On March 7, 2017, Coomer transferred \$1,000 from his campaign account to his law firm account. Without this transfer, Coomer's law firm account would have been overdrawn with a closing balance of -\$157.16 on March 7, 2017. Coomer failed to disclose this payment on his June 30, 2017 CCDR in violation of O.C.G.A. §§ 21-5-34 and 21-5-33.

124.

On March 7, 2017, Coomer transferred \$1,200 from his campaign account to his law firm account. Without this transfer, Coomer's law firm account would

have been overdrawn with had a closing balance of -\$1,357.16 on March 7, 2017. Coomer failed to disclose this payment on his June 30, 2017 CCDR in violation of O.C.G.A. §§ 21-5-34 and 21-5-33.

125.

Shortly before and after being sworn in as a Court of Appeals Judge, Coomer transferred money from his campaign account to his law firm account that he claimed was for “reimbursement” to Kay Smith, a legal assistant with Coomer’s law firm. These payments, however, related to Smith’s employment with and for Coomer’s law firm and not for campaign purposes.

126.

On October 29, 2018, Coomer transferred \$531.97 from his campaign account to his law firm account and claimed the transfer to be for “reimbursement” to Kay Smith. Coomer failed to disclose this payment on his December 31, 2018 CCDR in violation of O.C.G.A. §§ 21-5-34 and 21-5-33.

127.

On November 1, 2018, Coomer transferred \$1,088.69 from his campaign account to his law firm account and claimed the transfer to be for “reimbursement” to Kay Smith. Coomer failed to disclose this payment on his December 31, 2018 CCDR in violation of O.C.G.A. §§ 21-5-34 and 21-5-33.

128.

On October 26, 2018, shortly before being sworn in as a Court of Appeals Judge, Coomer wrote a \$2,718.36 check from his campaign account to Smith. Coomer disclosed this transfer on his CCDR and claimed that this payment was “reimbursement” for “constituent services.” This payment, however, was not related to campaign activities and thus violated O.C.G.A. § 21-5-33.

129.

Coomer also declared fictitious transactions on his CCDR.

130.

Coomer had to run for election to keep his seat on the Georgia Court of Appeals in 2020. Coomer had previously designated a campaign account for the purposes of the 2020 election. Qualifying to run for election for Coomer’s seat on the Court of Appeals opened on March 2, 2020 and closed on March 6, 2020.

131.

Coomer declared the transfer of a loan on December 30, 2019 in the amount of \$50,000 to his Court of Appeals campaign account, as disclosed on his December 31, 2019 report, which he filed on January 7, 2020. There was no corresponding deposit to the campaign account. The campaign account had a

beginning balance of \$72,466.69 on November 29, 2019 and an ending balance of \$72,946.89 on December 31, 2019.

132.

On February 8, 2020, Coomer also declared the existence of the above \$50,000 loan on his January 31, 2020 CCDR, despite the fact that no such loan was received by his campaign in December 2019 or January 2020.

133.

On May 4, 2020, Coomer declared on his April 30, 2020 CCDR that he repaid the non-existent loan on March 6, 2020 in the amount of \$50,000. No record of such a payment from the campaign was reported on the campaign's bank statement. Also of note, March 6, 2020 was the same day which qualifying to run for election for Coomer's Court of Appeals seat closed, and no one qualified to run against Coomer by the closing of qualifying on March 6, 2020.

## **VIOLATIONS OF THE CODE OF JUDICIAL CONDUCT**

### **RULE 1.2 (A) VIOLATIONS**

134.

Rule 1.2 (A) of the Georgia Code of Judicial Conduct states:

Judges shall act at all times in a manner that promotes public confidence in the *independence, integrity, and impartiality* of the judiciary.

### **Estate Planning**

#### **COUNT ONE**

135.

Coomer failed to act in a manner that promotes public confidence in the integrity of the judiciary, to wit: Coomer drafted the May 2018 Will for Filhart so as to designate himself and his heirs, which then included his wife and children, as beneficiaries. He also named himself as Executor and Trustee thereby giving himself the authority to decide the division of Filhart's estate to Coomer's own benefit and to the detriment of others.

COUNT TWO

136.

Five days after it was publicly announced that he would be appointed to the Georgia Court of Appeals, Coomer failed to act in a manner that promotes public confidence in the integrity of the judiciary, to wit: Coomer drafted the September 2018 Will for Filhart so as to leave himself and his heirs, which then included his wife and children, as beneficiaries. He also removed himself as Executor and Trustee and instead designated his wife as the Executor and Trustee, thereby giving his wife authority to decide the division of Filhart's estate to Coomer's own benefit and to the detriment of others.

COUNT THREE

137.

Coomer failed to act in a manner that promotes public confidence in the integrity of the judiciary, to wit: Coomer drafted an Irrevocable Living Trust for Filhart on and about June 28, 2018, that designated himself as the Trustee and beneficiary, with the power to direct funds from the Irrevocable Living Trust to himself even while his client, Filhart, was alive.

## **Loans from Filhart**

### COUNT FOUR

138.

Coomer failed to act in a manner that promotes public confidence in the integrity of the judiciary, to wit: Coomer drafted and executed a promissory note underlying the December 2017 Loan, in which CAC Holdings, LLC borrowed \$80,000 from Filhart, on an unsecured basis with Coomer providing no personal guarantee, which listed Filhart's own address as security for the loan, and which had a 20-year term that would not have matured until 2038 when Filhart would have been 95 years old, said terms not being fair and reasonable to Filhart.

### COUNT FIVE

139.

Coomer failed to act in a manner that promotes public confidence in the integrity of the judiciary, to wit: Coomer drafted and executed a promissory note underlying the March 2018 Loan in which CAC Holdings, LLC borrowed \$159,000 from Filhart on an unsecured basis with Coomer providing no personal guarantee, which listed Filhart's own address as security for the loan, which had a 30-year term that would not have matured until 2048 when Filhart would have

been 106 years old, and with an interest rate that was below average market rates at that time, said terms not being fair and reasonable to Filhart.

COUNT SIX

140.

Coomer failed to act in a manner that promotes public confidence in the integrity of the judiciary, to wit: Coomer drafted and executed a promissory note underlying the September 2018 Loan, in which CAC Holdings, LLC borrowed \$130,000 from Filhart on an unsecured basis with Coomer providing no personal guarantee, and which only required one balloon payment in 2026 when Filhart would be 84 years old, said terms not being fair and reasonable to Filhart.

**Conduct after Filhart's Loan Repayment Requests**

COUNT SEVEN

141.

Between February 22, 2019 and November 7, 2019, Coomer failed to act in a manner that promotes public confidence in the integrity of the judiciary, through his pattern of conduct toward Filhart and Filhart's attorney, as follows:

- a. He refused to provide Filhart with records regarding his representation of, and business involvement with, Filhart.

- b. He made misrepresentations to Filhart via email regarding his knowledge of, and involvement in, using Filhart's investment accounts to fund the September 2018 Loan and related tax issues.
- c. He improperly demanded that Filhart provide documentation about Filhart's mental status before discussing repayment of the loans and related issues.
- d. He emailed and called Gammon and told him to just strike through and change the address listed on the promissory notes, and after doing so abruptly ended the call and hung up on Gammon.

### **Campaign Finance Violations**

#### COUNT EIGHT

142.

Coomer failed to act in a manner that promotes public confidence in the integrity of the judiciary, to wit: Coomer failed to disclose the transfer of money from his campaign account to his law firm account on the following Campaign Contribution Disclosure Reports: June 30, 2016; December 31, 2016; June 30, 2017, and December 31, 2018. Additionally, funds that were not disclosed were also used for his personal gain (see paragraphs 114-128). This conduct violated

Georgia law and continued while Coomer was a candidate for judicial office and a Court of Appeals Judge.

COUNT NINE

143.

Coomer failed to act in a manner that promotes public confidence in the integrity of the judiciary, to wit: Coomer declared a fictitious transfer of a loan to his campaign account in the amount of \$50,000 on his December 31, 2019 CCDR, and then declared a fictitious repayment of the loan from his campaign account on his April 30, 2020 CCDR. These acts violated Georgia law and occurred while Coomer was a Court of Appeals Judge.

**Mortgage Application**

COUNT TEN

144.

Coomer failed to act in a manner that promotes public confidence in the integrity of the judiciary, to wit: on and about March 26, 2020, Coomer submitted a mortgage application to SWBC Mortgage Company that misrepresented his liabilities and assets in the following manner:

- a. The mortgage application asked Coomer to list all outstanding liabilities and pledged assets, and Coomer did not list the outstanding loans from Filhart on the application.
- b. The mortgage application asked Coomer to “indicate by (\*) those liabilities, which will be satisfied upon sale of the real estate owned or upon refinancing of the subject property.” Coomer did not disclose that his liability to Filhart was going to be satisfied upon the refinance of his property.
- c. The mortgage application asked Coomer to list assets including checking and savings accounts. Coomer listed the balance of \$67,337.19 in a UCB account ending in 5012 as a personal asset on the application. That account, however, was Coomer’s *campaign* account, and the funds in that account were not personal assets under Georgia law.

**RULE 1.1 VIOLATIONS**

145.

Rule 1.1 of the Georgia Code of Judicial Conduct states:

Judges shall respect and comply with the *law*.

146.

The Georgia Code of Judicial Conduct terminology section defines “law” as follows:

“Law” denotes court rules as well as statutes, constitutional provisions, judicial emergency orders filed by a Chief Judge or the Chief Justice pursuant to O.C.G.A. §§ 38-3-61 and 38-3-62, and decisional law, including the Code of Judicial Conduct and Advisory Opinions of the Judicial Qualifications Commission.

147.

Coomer violated Rule 1.1 of the Code of Judicial Conduct by failing to respect and comply with the law as alleged below in Counts Eleven through Twenty-Six.

COUNT ELEVEN

148.

Coomer violated GRPC 1.8(c) by drafting the May 2018 Will that designated himself and his heirs, which at that time included his wife and children, as beneficiaries.

COUNT TWELVE

149.

Five days after it was publicly announced that he would be appointed to the Georgia Court of Appeals, Coomer violated GRPC 1.8(c) by drafting the September 2018 Will for Filhart so as to remove himself as Executor and Trustee, and instead designate his wife as the Executor and Trustee, while leaving himself and his heirs, which at that time included his wife and children, as beneficiaries.

COUNT THIRTEEN

150.

Coomer violated GRPC 1.8(c) by drafting the Irrevocable Living Trust for Filhart that designated himself and his issue, which at the time were his children, as beneficiaries.

COUNT FOURTEEN

151.

Coomer violated GRPC 1.8(a) by entering into a business transaction with Filhart and acquiring an interest adverse to Filhart, said terms not being fair and reasonable to Filhart, to wit: Coomer drafted and executed a promissory note underlying the December 2017 Loan, in which CAC Holdings, LLC borrowed \$80,000 from Filhart, on an unsecured basis, with Coomer providing no personal guarantee, which listed Filhart's own address as security for the loan, and which would not have matured for 20 years which was beyond Filhart's reasonable life expectancy.

COUNT FIFTEEN

152.

Coomer violated GRPC 1.8(a) by entering into a business transaction with Filhart and acquiring an interest adverse to Filhart, said terms not being fair and reasonable to Filhart, to wit: Coomer drafted and executed a promissory note underlying the March 2018 Loan, in which CAC Holdings, LLC borrowed \$159,000 from Filhart on an unsecured basis with Coomer providing no personal guarantee, which listed Filhart's own address as security for the loan, which would not have matured for 30 years which was beyond Filhart's reasonable life

expectancy, and with an interest rate that was below average market rates at that time.

COUNT SIXTEEN

153.

Coomer violated GRPC 1.8(a) by entering into a business transaction with Filhart and acquiring an interest adverse to Filhart, said terms not being fair and reasonable to Filhart, to wit: Coomer drafted and executed a promissory note underlying the September 2018 Loan, in which CAC Holdings, LLC borrowed \$130,000 from Filhart, at a below-market rate, on an unsecured basis, with Coomer providing no personal guarantee, and which only required one balloon payment in 2026 when Filhart would be 84 years old.

COUNT SEVENTEEN

154.

Coomer, as a Court of Appeals Judge, on and between March 5, 2019, and June 17, 2020, violated GRPC 1.4(a)(4) by failing and refusing to promptly comply with a reasonable request for information, to wit: Coomer failed and refused to promptly comply with Filhart's request to be provided with an itemized bill and invoices for fees concerning his representation of Filhart, and failed and

refused to provide Filhart with his file and records that were in Coomer's possession.

COUNT EIGHTEEN

155.

Coomer, as a Court of Appeals Judge, on and between March 5, 2019, and June 17, 2020, violated GRPC 1.16(d) by failing to take steps to the extent reasonably practicable to protect a client's interests, including failing and refusing to surrender papers to which the client was entitled, to wit: Coomer failed and refused to promptly comply with Filhart's request to be provided with an itemized bill and invoices for fees concerning his representation of Filhart, and by failing and refusing to provide Filhart with his file and records that were in Coomer's possession.

COUNT NINETEEN

156.

Coomer, while he was an attorney and continuing into his time as a judicial candidate and then Court of Appeals Judge, violated GRPC 8.4(a)(4) between December 6, 2017, and November 7, 2019, by engaging in a continuing pattern of professional conduct in his representation of Filhart which involved dishonesty, deceit, and misrepresentation as follows:

- a. He improperly drafted promissory notes so that the loans were not fair and reasonable to Filhart, were unsecured, were made to CAC Holdings, LLC as the borrower and instead of Coomer personally, and even listed Filhart's own address as security on the December 2017 and March 2018 Loans. While Coomer told Filhart that he would repay the March 2018 Loan in one year, he drafted the terms such that the maturity date was well beyond Filhart's reasonable life expectancy.
- b. On his March 29, 2018 application for judicial office, Coomer described CAC Holdings, LLC as having been "liquidated" when at that time the CAC account had over \$20,000 in it and was being used as a tool to orchestrate and facilitate unsecured and unreasonable financial transactions with Filhart. Coomer continued to utilize the CAC Holdings, LLC account for unsecured and unreasonable financial transactions with Filhart while a candidate for judicial office and after taking the bench, and also as a vehicle to move funds during the mortgage application and refinance process in March and April 2020.
- c. He convinced Filhart to sell his investments to make the September 2018 Loan, which resulted in a large tax liability for Filhart. When confronted by Filhart about the tax liability in February 2019, Coomer falsely

claimed that he “didn’t know anything about [Filhart’s] taxes or about what [Filhart was] doing to make the loan to [Coomer].”

- d. He refused to provide Filhart with records regarding his legal representation of, and business involvement with, Filhart.

COUNT TWENTY

157.

Coomer failed to disclose the transfer of monies from his campaign account to his law firm account on his June 30, 2015 CCDR, and said funds were used for his personal gain as alleged in paragraphs 117-119, in violation of O.C.G.A. §§ 21-5-34 and 21-5-33.

COUNT TWENTY-ONE

158.

Coomer failed to disclose the transfer of monies from his campaign account to his law firm account on his December 31, 2016 CCDR, and said funds were used for his personal gain as alleged in paragraph 120, in violation of O.C.G.A. §§ 21-5-34 and 21-5-33.

COUNT TWENTY-TWO

159.

Coomer failed to disclose the transfer of monies from his campaign account to his law firm account on his June 30, 2017 CCDR, and said funds were used for his personal gain as alleged in paragraphs 121-124, in in violation of O.C.G.A. §§ 21-5-34 and 21-5-33.

COUNT TWENTY-THREE

160.

Coomer failed to disclose the transfer of monies from his Campaign Account to his law firm account on his December 31, 2018 CCDR, and said funds were used for his personal gain as alleged in paragraphs 125-127, in in violation of O.C.G.A. §§ 21-5-34 and 21-5-33.

COUNT TWENTY-FOUR

161.

Coomer declared a fictitious transfer of a loan to his campaign account in the amount of \$50,000 on his December 31, 2019 CCDR, in violation of O.C.G.A. §§ 21-5-9, 21-5-34.1, and 16-10-71.

COUNT TWENTY-FIVE

162.

Coomer declared the existence of a fictitious loan to his campaign account in the amount of \$50,000 on his January 31, 2020 CCDR, in violation of O.C.G.A. §§ 21-5-9, 21-5-34.1, and 16-10-71.

COUNT TWENTY-SIX

163.

Coomer declared a March 6, 2020 repayment of a fictitious loan from his campaign account in the amount of \$50,000 on his April 30, 2020 CCDR, in violation of O.C.G.A. §§ 21-5-9, 21-5-34.1, and 16-10-71.

## Conclusion

164.

While engaged in the practice of law in the year prior to being appointed to the Georgia Court of Appeals, Coomer used his position of influence as the attorney for Filhart to craft Wills, Trusts, and General Powers of Attorney so as to put himself and his family in a position to profit from Filhart's estate and borrowed money from his client on unfair and unreasonable terms that benefited himself and his family. Shortly before being appointed as a judge on the Georgia Court of Appeals, Coomer continued to borrow money from Filhart on unfair terms, and knowingly drafted additional estate planning documents to maintain control of the estate through his wife, protecting his and his family's positions as beneficiaries under Filhart's Will. Coomer took steps to obfuscate and conceal the nature of his actions through the manner in which he drafted the documents.

Further, after taking the bench and when finally confronted with his misconduct, Coomer refused to provide billing information and records that rightly belonged to Filhart. Coomer also misrepresented facts and used Filhart's purported mental and emotional vulnerabilities, knowledge gained while representing Filhart, to Filhart's disadvantage in attempts to avoid addressing the allegations of misconduct committed while he was representing Filhart.

Additionally, Coomer repeatedly violated campaign finance laws and made misrepresentations and omissions on financial documents while a Georgia Court of Appeals Judge.

Violations of the Georgia Code of Judicial Conduct support discipline when they amount to “willful misconduct in office” or “conduct prejudicial to the administration of justice which brings the judicial office into disrepute.” Ga. Const. of 1983, Art. VI, Sec. VII, Par. VII (a); JQC Rule 6 (A) (5). Coomer’s conduct as alleged above constitutes willful misconduct in office and is prejudicial to the administration of justice, bringing the office of Judge on the Georgia Court of Appeals into disrepute. Therefore, the Director hereby seeks disciplinary action for the above-stated violations of the Georgia Code of Judicial Conduct.

**NOTICE OF FORMAL CHARGES**

Pursuant to JQC Rules 13, 19, and 20, and by filing these Formal Charges with the Hearing Panel, Coomer is hereby notified of alleged misconduct and is required to file a verified answer to these charges with the Clerk of the Supreme Court and serve a copy of the verified answer on the Director. The answer shall be filed within thirty (30) days after service of these charges. Failure to answer the formal charges shall constitute an admission of the factual allegations pursuant to JQC Rule 21 (A).

Respectfully submitted this 28<sup>th</sup> day of December, 2020.

s:\CHARLES P. BORING  
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Judicial Qualifications Commission  
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cboring@gajqc.com

**CERTIFICATE OF SERVICE**

Pursuant to JQC Rule 13, the Director certifies that he has this day served the following:

**Formal Charges**

by electronic transmission, and by placing a true and correct copy of the same in the United States mail, in an envelope properly addressed with adequate postage thereon to ensure delivery upon the following:

Dennis Cathey  
Counsel for Judge Coomer  
Cathey & Strain  
649 Irvin Street  
P.O. Box 689  
Cornelia, Georgia 30531  
[DCathey@catheyandstrain.com](mailto:DCathey@catheyandstrain.com)

This 28<sup>th</sup> day of December, 2020.

s:\CHARLES P. BORING  
Charles P. Boring, Director  
Judicial Qualifications Commission  
1995 North Park Place SE, Suite 570  
Atlanta, GA 30339  
Georgia Bar No. 065131  
[cboring@gajqc.com](mailto:cboring@gajqc.com)

# EXHIBIT B

Jake Evans  
*Chair*

James D. Kreyenbuhl  
*Vice Chair*

Eric L. Barnum  
*Member*



Robert A. Watts  
*Member*

Rick Thompson  
*Member*

David Eadi  
*Executive Secretary*

**Georgia Government Transparency and Campaign Finance Commission**

200 Piedmont Avenue SE | Suite 1416 – West Tower | Atlanta, Georgia 30334

Phone (404) 463-1980 | Facsimile (404) 463-1988

[www.ethics.ga.gov](http://www.ethics.ga.gov)

November 23, 2020

**Via Certified U.S. Mail &  
Electronic Mail**

Doug Chalmers, Jr.  
Chalmers & Adams, LLC  
5805 State Bridge Road  
Suite G77  
Johns Creek, GA 30097  
[dchalmers@cpblawgroup.com](mailto:dchalmers@cpblawgroup.com)

**RE: AMENDED COMPLAINT  
IN THE MATTER OF CHRISTIAN A. COOMER  
CASE NO.: 20-0073-C**

Dear Mr. Chalmers:

I am writing to notify you that the Georgia Government Transparency and Campaign Finance Commission (hereinafter "Commission") has prepared an amended complaint in the above-referenced action.

The enclosed amended complaint states the specific allegations which are being brought against Mr. Coomer. As you are aware, your client has **30 days** to respond to these allegations in writing, if he should choose to do so.

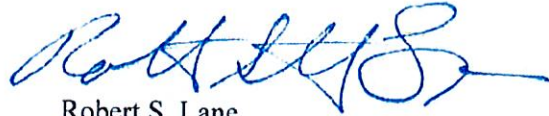
After a thorough review of the evidence, including any information Mr. Coomer may provide, staff will determine whether there is a basis to proceed with further prosecution. Should staff determine that there is no basis to proceed with further prosecution, your client will be notified in writing that the above-referenced case has been administratively dismissed pursuant to Ga. Comp. R. & Reg. r. 189-2.03(5).

If staff determine that there is a basis to proceed, the amended complaint will be presented to the Commission at a preliminary hearing where the Commission will determine whether there are reasonable grounds to believe that your client has violated the Georgia Campaign Finance Act. Your client will be notified by separate mailing if the above-referenced case is scheduled for a preliminary hearing.

Should you have any questions about the enclosed amended complaint, please feel free to contact me at [rlane@ethics.ga.gov](mailto:rlane@ethics.ga.gov) or 404-463-0020.

With regards, I am

Respectfully,

A handwritten signature in blue ink, appearing to read 'Robert S. Lane', with a stylized flourish at the end.

Robert S. Lane  
Deputy Executive Secretary

Enclosure: as described

BEFORE THE GEORGIA GOVERNMENT TRANSPARENCY AND  
CAMPAIGN FINANCE COMMISSION  
STATE OF GEORGIA

IN THE MATTER OF:

CHRISTIAN A. COOMER

\*  
\*  
\*  
\*  
\*


CFC CASE NO.: 20-0073-C

CERTIFICATE OF SERVICE

This will certify that I have, this day, delivered and served a true and exact copy of the foregoing amended complaint upon the following by placing a true and exact copy of same in the United State mail with adequate postage affixed thereto and addressed as follows:

Doug Chalmers, Jr.  
Chalmers & Adams, LLC  
5805 State Bridge Road  
Suite G77  
Johns Creek, GA 30097  
dchalmers@cpblawgroup.com

This 23<sup>rd</sup> day of November 2020.

  
\_\_\_\_\_  
Katie Easterwood  
Legal Secretary

Georgia Government Transparency and  
Campaign Finance Commission  
200 Piedmont Ave, SE  
Suite 1416 – West Tower  
Atlanta, GA 30334  
(404) 463-1980  
(404) 463-1988 facsimile  
keasterwood@ethics.ga.gov

# EXHIBIT B

**BEFORE THE GEORGIA GOVERNMENT TRANSPARENCY AND  
CAMPAIGN FINANCE COMMISSION  
STATE OF GEORGIA**

**IN THE MATTER OF:**

**CASE NO.: 20-0073-C**

**CHRISTIAN A. COOMER.**

\*  
\*  
\*  
\*  
\*  
\*

**AMENDED COMPLAINT**

COMES NOW, the Georgia Government Transparency and Campaign Finance Commission (hereinafter "Commission") which amends the Complaint against Christian A. Coomer (hereinafter "Respondent") filed on October 5, 2020 to allege, pursuant to O.C.G.A. § 21-5-6(b)(10)(A) and Ga. Comp. R. & Regs. r. 189-2-.04, that Respondent has violated the Georgia Government Transparency and Campaign Finance Act as detailed *infra*.

**Introduction**

The Georgia Government Transparency and Campaign Finance Act (hereinafter "Act") regulates the financial activities and participation of individual candidates and other political entities in the electoral process of the state of Georgia pursuant to O.C.G.A. § 21-5-34, *et seq.*

**Parties, Jurisdiction, and Venue**

1.

The Respondent is a resident of Bartow County, State of Georgia.

2.

Respondent served as the District 14 Representative to the Georgia General Assembly and was a candidate for election to said office during the 2016 and 2018 general election cycle at the time some or all of the alleged conduct in this complaint occurred. Respondent also currently serves as a Judge of the Georgia Court of Appeals after his appointment to his position on October

31, 2018 and standing successfully for reelection on June 9, 2020, and therefore, is subject to the jurisdiction and venue of this Commission. *See* O.C.G.A. § 21-5-2 (The Commission is charged with the enforcement of the Georgia Government Transparency and Campaign Finance Act in order to protect the integrity of the democratic process and hold public officers accountable).

3.

Respondent may be served according to law by service upon his counsel of record; to wit:

Mr. Douglas Chalmers, Jr., Esq.  
Chalmers & Adams, LLC  
5805 State Bridge Rd.  
Suite G77  
Johns Creek, GA 30097  
dchalmers@cpblawgroup.com

**Upon information and belief, the Commission alleges and asserts the following:**

4.

On or about March 7, 2016, Respondent filed his declaration of intention to accept campaign contributions (hereinafter “DOI”) in advance of his 2016 campaign for election to the House of Representatives for the Georgia General Assembly. A true and accurate copy of the Respondent’s DOI is attached hereto as Exhibit “1.” As the Respondent was seeking a position with a two-year term of office, the Act requires that any action alleging a violation of its terms with respect to the Respondent’s campaign for the District 14 seat of the House of Representatives must be commenced within three years from the date of filing of the first report containing said violation.<sup>1</sup> O.C.G.A. § 21-5-13. In the case *sub judice*, the Commission commenced the instant

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<sup>1</sup> The Act defines the commencement of an action for purpose of tolling the relevant statute of limitations as (1) the acceptance of a complaint pursuant to Code Section 21-5-7; or (2) the service of a summons or hearing notice by the Commission and/or the Attorney General notifying such person of the alleged violation of the Act in accordance with O.C.G.A. § 50-13-1, *et seq.*

action *sua sponte* on October 5, 2020, and subsequently amended the allegations to include the instant allegations on November 23, 2020. As such, this amended complaint is not barred by the three-year statute of limitations imposed by O.C.G.A. § 21-5-13(1).

5.

On or about May 3, 2010, Respondent successfully registered his legislative campaign committee; to wit, "Christian Coomer Campaign" and properly filed his committee's intention to separately account for campaign contributions on June 1, 2016 pursuant to O.C.G.A. § 21-5-43(a)(2).<sup>2</sup> A true and accurate copy of Respondent's committee registration and accounting election are attached hereto as Exhibits "2" and "3" respectively.

6.

On or about December 11, 2018, Respondent filed his DOI in advance of his 2020 campaign for election to the Georgia Court of Appeals. A true and accurate copy of the Respondent's DOI is attached hereto as Exhibit "4." As the Respondent was seeking a position with a six-year term of office, the Act requires that any action alleging a violation of its terms with respect to the Respondent's campaign for judicial office must be commenced within five years from the date of filing of the first report containing said violation. O.C.G.A. § 21-5-13. In the case *sub judice*, the Commission commenced the instant action *sua sponte* on October 5, 2020, and subsequently amended the allegations to include the instant allegations on November 23, 2020. As such, this amended complaint is not barred by the five-year statute of limitations imposed by O.C.G.A. § 21-5-13(1).

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<sup>2</sup> A candidate who wishes to accept contributions for more than one election at a time shall separately account for such campaign contributions and shall file an "Option to Choose Separate Accounting" form with the commission prior to accepting contributions for any election other than the candidate's next upcoming election; provided, however, that a candidate shall only be required to file one such form which shall be utilized for all subsequent elections to the same elective office, regardless of whether an election occurs in a new election cycle.

7.

On or about December 11, 2018, Respondent successfully registered his judicial campaign committee; to wit, "Christian Coomer Campaign LLC." Unlike his legislative campaign committee, Respondent did not elect to separately account for campaign funds in his judicial campaign pursuant to O.C.G.A. § 21-5-43(a)(2). A true and accurate copy of Respondent's judicial campaign committee registration is attached hereto as Exhibit "5."

8.

The Commission should also note that Respondent attempted create a successor committee for his state house campaign (e.g. Christian Coomer for State House); however, there is no evidence that such a committee was ever legally formed or exercised authority and control over any campaign contributions received by Respondent. A true and accurate copy of the Respondent's attempt to create a successor committee is attached hereto as Exhibit "6."

9.

The Georgia General Assembly promulgated the Act in order to ensure that public officials and candidates for public office regularly and fully disclose the amount and sources of their campaign contributions and expenditures. To that end, the Georgia General Assembly instituted a very specific disclosure regimen that requires public officials and candidates for public office to regularly report their campaign contributions and campaign expenditures to the Commission and general public via the filing campaign contribution disclosure reports (CCDR). *See generally* O.C.G.A. § 21-5-34.

**ALLEGATION I**

10.

In the case *sub judice*, Commission staff allege that Respondent failed to disclose 43 transactions which transferred approximately \$41,732.60 in campaign funds into and from his sole campaign account ending in #5012 during the period of time from April 15, 2015 to July 12, 2019, as detailed *infra*, and as further detailed in the Commission's audit relating to undisclosed transactions.<sup>3</sup> A true and accurate copy of the Commission's audit relating to undisclosed transactions in Respondent's legislative and judicial campaigns are attached hereto and marked as Exhibit "7" and Exhibit "8" respectively.

- i. Respondent failed to disclose on his CCDR report a transfer of \$750.00 on April 15, 2015 from his campaign account ending in #5012 to his law firm operating account ending in #2219, a violation of O.C.G.A. § 21-5-34. *See* the Commission's condensed audit attached hereto as Exhibit "9."
- ii. Respondent failed to disclose on his CCDR a transfer of \$750.00 on April 16, 2015 from his law firm operating account ending in #2219 to his campaign account ending in #5012, a violation of O.C.G.A. § 21-5-34. *Id.*
- iii. Respondent failed to disclose on his CCDR a transfer of \$500.00 on April 21, 2015 from his campaign account ending in #5012 to his law firm operating account ending in #2219, a violation of O.C.G.A. § 21-5-34. *Id.*
- iv. Respondent failed to disclose on his CCDR a transfer of \$10.72 on April 22, 2015 from his campaign account ending in #5012 to American Express, a violation of O.C.G.A. § 21-5-34. *Id.*

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<sup>3</sup> Respondent utilized the same campaign bank account ending in #5012 with United Community Bank for both his legislative and judicial campaigns for office.

- v. Respondent failed to disclose on his CCDR a transfer of \$750.00 on May 22, 2015 from his campaign account ending in #5012 to his law firm operating account ending in #2219, a violation of O.C.G.A. § 21-5-34. *Id.*
- vi. Respondent failed to disclose on his CCDR a transfer of \$2,000.00 on June 30, 2015 from his law firm operating account ending in #2219 to his campaign account ending in #5012, a violation of O.C.G.A. § 21-5-34. *Id.*
- vii. Respondent failed to disclose on his CCDR a transfer of \$1,000.00 on August 25, 2015 from his campaign account ending in #5012 to his joint personal checking account ending in #2201, a violation of O.C.G.A. § 21-5-34. *Id.*
- viii. Respondent failed to disclose on his CCDR a transfer of \$1,000.00 on August 25, 2015 from his joint personal checking account ending in #2201 to his campaign account ending in #5012, a violation of O.C.G.A. § 21-5-34. *Id.*
- ix. Respondent failed to disclose on his CCDR a transfer of \$3,039.84 on October 31, 2015 from his campaign account ending in #5012 to American Express, a violation of O.C.G.A. § 21-5-34. *Id.*
- x. Respondent failed to disclose on his CCDR a transfer of \$1,000.00 on November 8, 2016 from his campaign account ending in #5012 to his law firm operating account ending in #2219, a violation of O.C.G.A. § 21-5-34. *Id.*
- xi. Respondent failed to disclose on his CCDR a transfer of \$1,000.00 on November 9, 2016 from his law firm operating account ending in #2219 to his campaign account ending in #5012, a violation of O.C.G.A. § 21-5-34. *Id.*

- xii. Respondent failed to disclose on his CCDR a transfer of \$4,020.00 on November 15, 2016 from his campaign account ending in #5012 to Leading Point Strategies, a violation of O.C.G.A. § 21-5-34. *Id.*
- xiii. Respondent failed to disclose on his CCDR a transfer of \$1,941.32 on November 28, 2016 from his campaign account ending in #5012 to American Express, a violation of O.C.G.A. § 21-5-34. *Id.*
- xiv. Respondent failed to disclose on his CCDR a transfer of \$787.75 on December 26, 2016 from his campaign account ending in #5012 to American Express, a violation of O.C.G.A. § 21-5-34. *Id.*
- xv. Respondent failed to disclose on his CCDR a transfer of \$1,000.00 on February 14, 2017 from his campaign account ending in #5012 to his law firm operating account ending in #2219, a violation of O.C.G.A. § 21-5-34. *Id.*
- xvi. Respondent failed to disclose on his CCDR a transfer of \$1,000.00 on February 15, 2017 from his campaign account ending in #5012 to his law firm operating account ending in #2219, a violation of O.C.G.A. § 21-5-34. *Id.*
- xvii. Respondent failed to disclose on his CCDR a transfer of \$2,000.00 on February 17, 2017 from his law firm operating account ending in #2219 to his campaign account ending in #5012, a violation of O.C.G.A. § 21-5-34. *Id.*
- xviii. Respondent failed to disclose on his CCDR a transfer of \$1,000.00 on March 7, 2017 from his campaign account ending in #5012 to his law firm operating account ending in #2219, a violation of O.C.G.A. § 21-5-34. *Id.*

- xix. Respondent failed to disclose on his CCDR a transfer of \$1,200.00 on March 7, 2017 from his campaign account ending in #5012 to his law firm operating account ending in #2219, a violation of O.C.G.A. § 21-5-34. *Id.*
- xx. Respondent failed to disclose on his CCDR a transfer of \$1,000.00 on March 8, 2017 from his law firm operating account ending in #2219 to his campaign account ending in #5012, a violation of O.C.G.A. § 21-5-34. *Id.*
- xxi. Respondent failed to disclose on his CCDR a transfer of \$1,000.00 on his May 10, 2017 from his campaign account ending in #5012 to his law firm operating account ending in #2219, a violation of O.C.G.A. § 21-5-34. *Id.*
- xxii. Respondent failed to disclose on his CCDR a transfer of \$1,000.00 on May 10, 2017 from his law firm operating account ending in #2219 to his campaign account ending in #5012, a violation of O.C.G.A. § 21-5-34. *Id.*
- xxiii. Respondent failed to disclose on his CCDR a transfer of \$60.00 on May 25, 2017 from his campaign account ending in #5012 to Georgia House Republican Trust, a violation of O.C.G.A. § 21-5-34. *Id.*
- xxiv. Respondent failed to disclose on his CCDR a transfer of \$25.00 on June 22, 2017 from his campaign account ending in #5012 to Parlay Marketing Partners, LLC, a violation of O.C.G.A. § 21-5-34. *Id.*
- xxv. Respondent failed to disclose on his CCDR a transfer of \$970.99 on June 28, 2017 from his campaign account ending in #5012 to American Express, a violation of O.C.G.A. § 21-5-34. *Id.*

- xxvi. Respondent failed to disclose on his CCDR a transfer of \$1,200.00 on July 5, 2017 from his campaign account ending in #5012 to his law firm operating account ending in #2219, a violation of O.C.G.A. § 21-5-34. *Id.*
- xxvii. Respondent failed to disclose on his CCDR a transfer of \$1,200.00 on July 5, 2017 from his law firm operating account ending in #2219 to his campaign account ending in #5012, a violation of O.C.G.A. § 21-5-34. *Id.*
- xxviii. Respondent failed to disclose on his CCDR a transfer of \$10.00 on August 31, 2017 from his campaign account ending in #5012 to American Express, a violation of O.C.G.A. § 21-5-34. *Id.*
- xxix. Respondent failed to disclose on his CCDR a transfer of \$250.00 on November 9, 2017 from his campaign account ending in #5012 to Mr. Joshua Earwood, a violation of O.C.G.A. § 21-5-34. *Id.*
- xxx. Respondent failed to disclose on his CCDR a transfer of \$500.00 on December 5, 2017 from his campaign account ending in #5012 to an unidentified demand deposit account, a violation of O.C.G.A. § 21-5-34. *Id.*
- xxxi. Respondent failed to disclose on his CCDR a transfer of \$787.75 on December 29, 2017 from his campaign account ending in #5012 to American Express, a violation of O.C.G.A. § 21-5-34. *Id.*
- xxxii. Respondent failed to disclose on his CCDR a transfer of \$1,000.00 on April 6, 2018 from his campaign account ending in #5012 to Committee to Elect Nels Peterson, a violation of O.C.G.A. § 21-5-34. *Id.*

- xxxiii. Respondent failed to disclose on his CCDR a transfer of \$500.00 on April 23, 2018 from his campaign account ending in #5012 to Ms. Jan Tankersly, a violation of O.C.G.A. § 21-5-34. *Id.*
- xxxiv. Respondent failed to disclose on his CCDR a transfer of \$99.99 on May 29, 2018 from his campaign account ending in #5012 to American Express, a violation of O.C.G.A. § 21-5-34. *Id.*
- xxxv. Respondent failed to disclose on his CCDR a transfer of \$1,400.00 on June 6, 2018 from his campaign account ending in #5012 to Ms. Paulette Rakestraw, a violation of O.C.G.A. § 21-5-34. *Id.*
- xxxvi. Respondent failed to disclose on his CCDR a transfer of \$3,500.00 on June 6, 2018 from his campaign account ending in #5012 to an unidentified demand deposit account, a violation of O.C.G.A. § 21-5-34. *Id.*
- xxxvii. Respondent failed to disclose on his CCDR a transfer of \$30.60 on June 28, 2018 from his campaign account ending in #5012 to American Express, a violation of O.C.G.A. § 21-5-34. *Id.*
- xxxviii. Respondent failed to disclose on his CCDR a transfer of \$531.97 on October 29, 2018 from his campaign account ending in #5012 to Ms. Kay Smith, a violation of O.C.G.A. § 21-5-34. *Id.*
- xxxix. Respondent failed to disclose on his CCDR a transfer of \$1,088.69 on November 1, 2018 from his campaign account ending in #5012 to Ms. Kay Smith, a violation of O.C.G.A. § 21-5-34. *Id.*

- xl. Respondent failed to disclose on his CCDR a transfer of \$228.53 on January 22, 2019 from his campaign account ending in #5012 to American Express, a violation of O.C.G.A. § 21-5-34. *See* Exhibit 8.
- xli. Respondent failed to disclose on his CCDR a transfer of \$144.45 on April 25, 2019 from his campaign account ending in #5012 to ATP Printing & Graphics, a violation of O.C.G.A. § 21-5-34. *Id.*
- xlii. Respondent failed to disclose on his CCDR a transfer of \$65.00 on May 1, 2019 from his campaign account ending in #5012 to Cass Mini Storage, a violation of O.C.G.A. § 21-5-34. *Id.*
- xliii. Respondent failed to disclose on his CCDR a transfer of \$390.00 on July 12, 2019 from his campaign account ending in #5012 to Cass Mini Storage, a violation of O.C.G.A. § 21-5-34. *Id.*

11.

In addition to requiring the disclosure of a candidate's/public officer's campaign contributions and campaign expenditures, the Georgia General Assembly also restricted the use of said campaign contributions to the payment of necessary expenses related to a citizen's campaign for public office. *See generally* O.C.G.A. §§ 21-5-33(a); 21-5-33(b)(1) (contributions shall be utilized only to defray ordinary and necessary expenses).

12.

The General Assembly also imposed a clear ban on the use of campaign funds by a candidate or public officer for said person's personal gain. O.C.G.A. § 21-5-33(c) (contributions and interest thereon, if any, **shall not constitute personal assets** of such candidate or such public officer) (emphasis added).

**ALLEGATION II**

13.

In this case, Respondent disclosed on his CCDR a transfer of \$2,718.36 on October 30, 2018 from his campaign account ending in #5012 to Ms. Kay Smith, a legal assistant with his law firm, for what was termed a “reimburs[ment]” for “constituent services.” Upon information and belief, Respondent impermissibly converted said funds for personal use as the services performed by Ms. Kay Smith were related to her employment with Respondent’s law firm and not his campaign for office, a violation of O.C.G.A. § 21-5-33. *See* Exhibit 10.

**ALLEGATION III**

14.

Respondent also transferred, but failed to disclose on his CCDR, \$531.97 on October 29, 2018 and \$1,088.69 on November 1, 2018 to Ms. Kay Smith, a legal assistant with his law firm, for “reimbursement” of an undisclosed purpose. Upon information and belief, Respondent impermissibly converted \$1,620.66 in campaign funds for personal use as the services performed by Ms. Kay Smith were related to her employment with Respondent’s law firm and not his campaign for office, a violation of O.C.G.A. § 21-5-33. *Id.*

**ALLEGATION IV**

15.

In the case *sub judice*, Respondent also impermissibly converted \$8,700.00 in campaign funds for personal use through the transfer of funds from his campaign account ending in #5012 to his law firm operating account ending in #2219 for the purpose of short term loans to cover excess personal spending, a violation of O.C.G.A. § 21-5-33. A true and accurate copy of the

Commission's audit relating to undisclosed transactions (short-term loans) in Respondent's legislative and judicial campaigns is attached hereto and marked as Exhibit "11."

- i. Respondent impermissibly converted \$750.00 in campaign funds for personal use through the transfer of funds on April 15, 2015 from his campaign account ending in #5012 to his law firm operating account ending in #2219. Without this transfer, Respondent's bank account would have been overdrawn with a closing balance of (\$516.83) on April 15, 2015.
- ii. Respondent impermissibly converted \$500.00 in campaign funds for personal use through the transfer of funds on April 21, 2015 from his campaign account ending in #5012 to his law firm operating account ending in #2219. Without this transfer, Respondent's bank account would have had a closing balance of \$136.97 on April 21, 2015.
- iii. Respondent impermissibly converted \$750.00 in campaign funds for personal use through the transfer of funds on May 22, 2015 from his campaign account ending in #5012 to his law firm operating account ending in #2219. Without this transfer, Respondent's bank account would have had a closing balance of \$140.03 on May 22, 2015 and an overdrawn closing balance of (\$691.16) on May 26, 2015 when sufficient funds were deposited on May 27, 2015 to reverse said transfer.
- iv. Respondent impermissibly converted \$1,000.00 in campaign funds for personal use through the transfer of funds on November 8, 2016 from his campaign account ending in #5012 to his law firm operating account ending in #2219. Without this transfer, Respondent's bank account would have been overdrawn with a closing balance of (\$732.82) on May November 8, 2016.

- v. Respondent impermissibly converted \$1,000.00 in campaign funds for personal use through the transfer of funds on February 14, 2017 from his campaign account ending in #5012 to his law firm operating account ending in #2219. Without this transfer, Respondent's bank account would have been overdrawn with a closing balance of (\$852.06) on February 14, 2017.
- vi. Respondent impermissibly converted \$1,000.00 in campaign funds for personal use through the transfer of funds on February 15, 2017 from his campaign account ending in #5012 to his law firm operating account ending in #2219. Without this transfer, Respondent's bank account would have been overdrawn with a closing balance of (\$1,197.07) on February 15, 2017.
- vii. Respondent impermissibly converted \$1,000.00 in campaign funds for personal use through the transfer of funds on March 7, 2017 from his campaign account ending in #5012 to his law firm operating account ending in #2219. Without this transfer, Respondent's bank account would have been overdrawn with a closing balance of (\$157.16) on March 7, 2017.
- viii. Respondent impermissibly converted \$1,200.00 in campaign funds for personal use through the transfer of funds on March 7, 2017 from his campaign account ending in #5012 to his law firm operating account ending in #2219. Without this transfer, Respondent's bank account would have been overdrawn with a closing balance of (\$1,357.16) on March 7, 2017.
- ix. Respondent impermissibly converted \$1,000.00 in campaign funds for personal use through the transfer of funds on March 8, 2017 from his campaign account ending in #5012 to his law firm operating account ending in #2219. Without this transfer,

Respondent's bank account would have been overdrawn with a closing balance of (\$111.05) on March 8, 2017.

- x. Respondent impermissibly converted \$500.00 in campaign funds for personal use through the transfer of funds on December 5, 2017 from his campaign account ending in #5012 to an undisclosed account.

#### ALLEGATION V

17.

Under the Act, when a public office or candidate for public office knowingly fails to comply with or who knowingly violates the provisions of the Act, said person is guilty of committing a misdemeanor criminal offense. O.C.G.A. § 21-5-9.

18.

In the case *sub judice*, the Commission alleges, upon information and belief, that Respondent knowingly failed to comply with the Act in an attempt to conceal the improper transfer and improper conversion of campaign assets for personal use as detailed in Allegations I through IV *supra*. In support, of this allegation, the Commission alleges that Respondent falsely declared fictitious transactions on his CCDR disclosures in an attempt to conceal and obfuscate his impermissible transactions which exceeded \$50,000.00, to wit:

- i. Respondent falsely declared the transfer of a loan on December 30, 2019 in the amount of \$50,000.00 from his personal accounts to his campaign account ending in #5012. However, no such record of a loan to the campaign was recorded by the campaign's bank and the campaign's account ending in #5012 had a beginning balance of \$72,466.69 on November 29, 2019 and an ending balance of \$72,946.89 on December 31, 2019 (only one transaction of \$480.20 was recording during

December, 2019). A true and accurate copy of Respondent's CCDR for December 31, 2019 and Respondent's campaign bank account statement for December 31, 2019 are attached hereto as Exhibit "12" and Exhibit "13" respectively.

- ii. Respondent falsely declared the existence of a loan in the amount of \$50,000.00 on his CCDR for January 31, 2020 CCDR despite the fact that no such loan was received by his campaign in December 2019 or January 2020. A true and accurate copy of Respondent's CCDR for January 31, 2020 and Respondent's campaign bank account statement for January 31, 2020 are attached hereto as Exhibit "14" and Exhibit "15" respectively.
- iii. Respondent falsely declared the repayment of a non-existent loan on March 6, 2020 in the amount of \$50,000.00 on his CCDR for April 30, 2020 CCDR despite the fact that no such loan was received by his campaign in December 2019 or any subsequent month through April 30, 2020. A true and accurate copy of Respondent's CCDR for April 30, 2020 and Respondent's campaign bank account statements for February 28, 2020, March 31, 2020 and April 30, 2020 are attached hereto as Exhibit "16," Exhibit "17," Exhibit "18," and Exhibit "19" respectively.

WHEREFORE, Commission staff pray as follows:

- a) That process issue and Respondent be served with a copy of this Amended Complaint as provided by law;
- b) That, in the event that a violation of the Act is substantiated, Respondent be appropriately sanctioned by the Commission for violation of the Act in accordance with O.C.G.A. § 21-5-6(b)(14);

- c) That Respondent be ordered to reimburse his campaign for any improper expenditure of campaign funds as further contemplated by O.C.G.A. §§ 21-5-6(b)(14); 21-5-33;
- d) That Respondent be required to amend his campaign disclosures so as to accurately reflect the amount and disposition of his campaign's contributions; and,
- e) That Respondent's conduct be referred to the Department of Law for appropriate prosecution pursuant to O.C.G.A. §§ 21-5-6 and 21-5-9.

Respectfully submitted, this the 23<sup>rd</sup> day of November 2020.

Georgia Government Transparency and  
Campaign Finance Commission



David Emadi, Executive Secretary

Georgia State Bar No.: 272428

Robert S. Lane, Deputy Executive Secretary

Georgia State Bar No.: 178970

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