

**BEFORE THE JUDICIAL QUALIFICATIONS COMMISSION  
STATE OF GEORGIA**

**IN RE: INQUIRY CONCERNING  
JUDGE CHRISTIAN COOMER,**

**COMPLAINT NO.  
2020-128**

**(GEORGIA SUPREME COURT  
CASE NO. S21Z0595)**

**ANSWER TO FORMAL CHARGES**

**Judge Christian A. Coomer** (“Judge Coomer” or “Respondent”)<sup>1</sup>, Respondent in the above-styled proceeding, answers the Formal Charges as follows:

**FIRST DEFENSE**

The Judicial Qualifications Commission lacks subject matter jurisdiction over all conduct before Judge Coomer was a judge, an appointee or judicial candidate and over alleged violations of the Government Transparency and Campaign Finance Act, OCGA § 21-5-1, *et seq.* Georgia Constitution, Art. VI, § VII, ¶ VII; OCGA §§ 21-5-4, 21-5-6.

**SECOND DEFENSE**

The Commission’s subject matter jurisdiction to impose penalties for judicial misconduct does not include jurisdiction to penalize judges for conduct that allegedly violates statutes outside of the Commission’s jurisdiction, particularly when that alleged conduct occurred in time periods when a judge held a different public office that is outside

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<sup>1</sup> References to Judge Coomer as “Judge Coomer” where responding to allegations of pre-judicial conduct is not intended as admissions that Judge Coomer was, at those times, subject to the authority of the Commission.

of the Commission's jurisdiction. Georgia Constitution, Art. VI, § VII, ¶ VII; OCGA §§ 21-5-4, 21-5-6.

### **THIRD DEFENSE**

The Commission has no authority to determine if statutes or rules within the jurisdiction of other agencies have been violated nor to impose penalties on judges or judicial candidates based on allegations that a judge violated statutes or rules outside the Commission's jurisdiction, especially when Georgia law vests the authority to regulate or penalize such conduct in another agency or authority. Georgia Constitution, Art. VI, § VII, ¶ VII.

### **FOURTH DEFENSE**

This proceeding and discipline based on the Formal Charges violate Judge Coomer's rights to due process and equal protection.

### **FIFTH DEFENSE**

Penalizing a former member of the General Assembly for conduct that occurred when he was a member of the General Assembly violates the constitutional principle of separation of powers (Art. I, § II, ¶ III) and interferes with the General Assembly's lawful authority to regulate and impose discipline for the conduct of its members. Georgia Constitution, Art. III, § IV, ¶ VII; Art. III, § VII.

### **SIXTH DEFENSE**

Judge Coomer has not committed and the charges, if proven, do not constitute willful misconduct in office, willful and persistent failure to perform the duties of office,

habitual intemperance, conviction of a crime involving moral turpitude, or conduct prejudicial to the administration of justice which brings the judicial office into disrepute. Georgia Constitution, Art. VI, § VII, ¶ VII.

### **SEVENTH DEFENSE**

Respondent answers the individually numbered paragraphs of the Formal Charges as follows:

#### **Preamble**

Answering the allegations contained in the Preamble of the Formal Charges, Respondent admits that the Investigative Panel concluded that formal charges should be instituted with the JQC Hearing Panel and filed Formal Charges. Respondent denies the remaining allegations contained in the Preamble of the Formal Charges.

#### **I. Introduction**

1.

Answering the allegations contained in Paragraph 1 of the Formal Charges, Respondent admits that the Judicial Qualifications Commission brings charges based on acts that occurred while he was a practicing attorney concerning a relationship with James Filhart (“Mr. Filhart”); and Judge Coomer admits that he borrowed money from Mr. Filhart. Judge Coomer denies the remaining allegations contained in Paragraph 1 of the Formal Charges and specifically denies that he violated the Code of Judicial Conduct.

2.

Answering Paragraph 2 of the Formal Charges, Judge Coomer admits he was

admitted to the State Bar of Georgia in 1999 and he practiced law until on or about October 31, 2018; and Judge Coomer admits that, as a member of the State Bar, he was subject to the Georgia Rules of Professional Conduct (“GRPC”). Further answering Paragraph 2 of the Formal Charges, Judge Coomer denies that the JQC has concurrent jurisdiction with the State Bar of Georgia over acts that pre-dated his appointment and candidacy for judge. Judge Coomer denies the remaining allegations contained in Paragraph 2 of the Formal Charges.

3.

Answering Paragraph 3 of the Formal Charges, Judge Coomer admits that he was elected to the Georgia House of Representatives in 2010 and served as member of the House from 2011 to 2018. Judge Coomer denies the remaining allegations contained in Paragraph 3 of the Formal Charges.

4.

Answering Paragraph 4 of the Formal Charges, Judge Coomer admits that he filed an application for a vacancy on the Georgia Court of Appeals on or about March 29, 2018; Judge Coomer admits that he filed an application for a vacancy on the Supreme Court of Georgia on or about August 30, 2018; Judge Coomer admits the JQC has limited jurisdiction over candidates for judicial office; and Judge Coomer denies that he was a judicial candidate at all times from March 29, 2018, until his appointment to the Court of Appeals on October 31, 2018. Judge Coomer denies the remaining allegations contained in Paragraph 4 of the Formal Charges.

5.

Answering Paragraph 5 of the Formal Charges, Judge Coomer admits that his appointment to the Court of Appeals was announced in September 2018, though he cannot admit the exact date without proof of same; Judge Coomer admits that he was sworn in as a judge of the Court of Appeals on October 31, 2018; and Judge Coomer admits that he served in that capacity until his interim suspension was approved by the Supreme Court of Georgia on January 6, 2021. Judge Coomer denies the remaining allegations contained in Paragraph 5 of the Formal Charges.

6.

Judge Coomer denies the allegations contained in Paragraph 6 of the Formal Charges.

### **III. Alleged Facts**

7.

Answering Paragraph 7 of the Formal Charges, Judge Coomer admits that, in March 2020, his former friend and former client filed suit against him and that the Complaint speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 7 of the Formal Charges.

8.

Answering Paragraph 8 of the Formal Charges, Judge Coomer admits that the Commission initiated a complaint and investigation into allegations by Mr. Filhart. Judge Coomer is without knowledge of the details of the progression of the JQC's investigation

and complaint and therefore denies these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 8 of the Formal Charges.

9.

Answering Paragraph 9 of the Formal Charges, Judge Coomer admits that Mr. Filhart is a resident of Bartow County and is 79 years old. Judge Coomer denies the remaining allegations contained in Paragraph 9 of the Formal Charges.

10.

Answering Paragraph 10 of the Formal Charges, Judge Coomer admits that Mr. Filhart retained him as a private lawyer in 2015 to help him seek guardianship of his then-girlfriend, Wynell Waycaster, who was living in a nursing facility at the time. Judge Coomer denies the remaining allegations contained in Paragraph 10 of the Formal Charges.

11.

Answering Paragraph 11, Judge Coomer admits that Mr. Filhart paid, in part, a \$20,000 retainer, which was to be billed against at the rate of \$300 per hour, subject to periodic increases up to \$350 per hour, and that Mr. Filhart executed an attorney-client agreement that speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 11 of the Formal Charges.

12.

Answering Paragraph 12 of the Formal Charges, Judge Coomer admits that Mr. Filhart stated to him in 2016 that he had a net worth of approximately \$1 million. Judge Coomer denies the remaining allegations contained in Paragraph 12 of the Formal Charges.

13.

Answering Paragraph 13 of the Formal Charges, Judge Coomer admits that Mr. Filhart paid an additional \$10,000 in or about August 2015. Judge Coomer denies the remaining allegations contained in Paragraph 13 of the Formal Charges.

14.

Answering Paragraph 14 of the Formal Charges, Judge Coomer admits that, following a final hearing in June 2016, Mr. Filhart was appointed guardian over Ms. Waycaster. Judge Coomer denies the remaining allegations contained in Paragraph 14 of the Formal Charges.

15.

Paragraph 15 of the Formal Charges, Judge Coomer admits that his law firm received a total of \$80,000 in fees from Mr. Filhart; Judge Coomer admits that Mr. Filhart did not request a billing statement or invoice from Judge Coomer at any time during the representation; and Judge Coomer believes that he may have sent a billing statement on or about May 29, 2015, and admits that he did not send or supply any other billing statement or invoice during the representation, but did so after the representation was over. Judge Coomer denies the remaining allegations contained in Paragraph 15 of the Formal Charges.

16.

Answering Paragraph 16 of the Formal Charges, Judge Coomer admits that he provided legal services to Mr. Filhart and was also friends with Mr. Filhart after June 2016. Judge Coomer denies the remaining allegations contained in Paragraph 16 of the Formal

Charges.

17.

Answering Paragraph 17 of the Formal Charges, Judge Coomer admits that he reviewed Mr. Filhart's will and power of attorney that had been prepared by another attorney, which documents speak for themselves and are the best evidence of their contents. Judge Coomer denies the remaining allegations contained in Paragraph 17 of the Formal Charges.

18.

Answering Paragraph 18 of the Formal Charges, Judge Coomer admits that Mr. Filhart told Judge Coomer that Dr. Moon was his psychologist. Judge Coomer denies the remaining allegations contained in Paragraph 18 of the Formal Charges.

19.

Judge Coomer denies the allegations contained in Paragraph 19 of the Formal Charges.

20.

Answering Paragraph 20 of the Formal Charges, Judge Coomer admits that Mr. Filhart told Judge Coomer that he had named Judge Coomer as Mr. Filhart's pay-on-death beneficiary on one or more accounts. Judge Coomer is without knowledge of and cannot confirm or deny the dates and details of Mr. Filhart's designation of Judge Coomer as his beneficiary on specific accounts without specific proof of same and, therefore, such allegations are denied. Judge Coomer denies the remaining allegations contained in

Paragraph 20 of the Formal Charges.

21.

Answering Paragraph 21 of the Formal Charges, Judge Coomer admits that Mr. Filhart told Judge Coomer that he had named Judge Coomer as Mr. Filhart's pay-on-death beneficiary on one or more accounts. Judge Coomer is without knowledge of and cannot confirm or deny the dates and details of Mr. Filhart's designation of Judge Coomer as his beneficiary on specific accounts without specific proof of same and, therefore, such allegations are denied. Judge Coomer denies the remaining allegations contained in Paragraph 21 of the Formal Charges.

22.

Answering Paragraph 22 of the Formal Charges, Judge Coomer admits that Mr. Filhart told Judge Coomer that he had named Judge Coomer as Mr. Filhart's pay-on-death beneficiary on one or more accounts. Judge Coomer is without knowledge of and cannot confirm or deny the dates and details of Mr. Filhart's designation of Judge Coomer as his beneficiary on specific accounts without specific proof of same and, therefore, such allegations are denied. Judge Coomer denies the remaining allegations contained in Paragraph 22 of the Formal Charges.

23.

Answering Paragraph 23 of the Formal Charges, Judge Coomer admits that he drafted a will for Mr. Filhart and that document speaks for itself and is the best evidence of its contents; and Judge Coomer admits that the will, per the wishes of Mr. Filhart named

Judge Coomer as Executor and Trustee. Judge Coomer denies the remaining allegations contained in Paragraph 23 of the Formal Charges.

24.

Answering Paragraph 24 of the Formal Charges, Judge Coomer admits that he drafted a power of attorney for Mr. Filhart and that document speaks for itself and is the best evidence of its contents; and Judge Coomer admits that the power of attorney, per the wishes of Mr. Filhart, named Judge Coomer as attorney-in-fact. Judge Coomer denies the remaining allegations contained in Paragraph 24 of the Formal Charges.

25.

Answering Paragraph 25 of the Formal Charges, Judge Coomer admits that he drafted a power of attorney for Mr. Filhart and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 25 of the Formal Charges.

26.

Answering Paragraph 26 of the Formal Charges, Judge Coomer admits that Mr. Filhart told Judge Coomer that he had named Judge Coomer as Mr. Filhart's pay-on-death beneficiary on one or more accounts. Judge Coomer is without knowledge of and cannot confirm or deny the dates and details of Mr. Filhart's designation of Judge Coomer as his beneficiary on specific accounts without specific proof of same and, therefore, such allegations are denied. Judge Coomer denies the remaining allegations contained in Paragraph 26 of the Formal Charges.

27.

Answering Paragraph 27 of the Formal Charges, Judge Coomer admits that Mr. Filhart told Judge Coomer that he had named Judge Coomer as Mr. Filhart's pay-on-death beneficiary on one or more accounts. Judge Coomer is without knowledge of and cannot confirm or deny the dates and details of Mr. Filhart's designation of Judge Coomer as his beneficiary on specific accounts without specific proof of same and, therefore, such allegations are denied. Judge Coomer denies the remaining allegations contained in Paragraph 27 of the Formal Charges.

28.

Answering Paragraph 28 of the Formal Charges, Judge Coomer admits that Mr. Filhart prepared a handwritten note that included words indicating Coomer was to be the beneficiary of everything. Judge Coomer denies the remaining allegations contained in Paragraph 28 of the Formal Charges.

29.

Answering Paragraph 29 of the Formal Charges, Judge Coomer admits that he drafted a will for Mr. Filhart and that document speaks for itself and is the best evidence of its contents; and Judge Coomer admits that the May 2018 will named him as Executor and Trustee and one of the remainder beneficiaries of the will, per Mr. Filhart's desires. The matter of whether the act of drafting the Will violated Bar Rule 1.8(c) is presently under review by the State Bar of Georgia. Judge Coomer denies the remaining allegations contained in Paragraph 29 of the Formal Charges.

30.

Answering Paragraph 30 of the Formal Charges, Judge Coomer admits that he drafted a will for Mr. Filhart and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 30 of the Formal Charges.

31.

Answering Paragraph 31 of the Formal Charges, Judge Coomer admits that he drafted a will for Mr. Filhart and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 31 of the Formal Charges and Judge Coomer specifically denies that he intended to disregard Mr. Filhart's estate planning wishes.

32.

Answering Paragraph 32 of the Formal Charges, Judge Coomer admits that he drafted a will for Mr. Filhart and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 32 of the Formal Charges.

33.

Answering Paragraph 33 of the Formal Charges, Judge Coomer admits that he drafted a trust document for Mr. Filhart and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 33 of the Formal Charges.

34.

Answering Paragraph 34 of the Formal Charges, Judge Coomer admits that he drafted a trust document for Mr. Filhart and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 34 of the Formal Charges and specifically denies that he intended to disregard Mr. Filhart's estate planning wishes.

35.

Answering Paragraph 35 of the Formal Charges, Judge Coomer admits that he drafted a trust document for Mr. Filhart and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 35 of the Formal Charges.

36.

Answering Paragraph 36 of the Formal Charges, Judge Coomer admits that he drafted a trust document for Mr. Filhart and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 36 of the Formal Charges.

37.

Answering Paragraph 37 of the Formal Charges, Judge Coomer admits that he drafted a will for Mr. Filhart and that document speaks for itself and is the best evidence of its contents. The Will was drafted on or about September 13, 2018, and executed on or about September 19, 2018. Judge Coomer denies the remaining allegations contained in

Paragraph 37 of the Formal Charges.

38.

Answering Paragraph 38 of the Formal Charges, Judge Coomer admits that he drafted a trust document for Mr. Filhart and that document speaks for itself and is the best evidence of its contents; and Judge Coomer admits that the second will named his wife as Executor and Trustee. Judge Coomer denies the remaining allegations contained in Paragraph 38 of the Formal Charges.

39.

Answering Paragraph 39 of the Formal Charges, Judge Coomer admits that he drafted a power of attorney for Mr. Filhart and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 39 of the Formal Charges and Judge Coomer specifically denies that he intended to disregard Mr. Filhart's estate planning wishes.

40.

Answering Paragraph 40 of the Formal Charges, Judge Coomer admits that he drafted a power of attorney for Mr. Filhart and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 40 of the Formal Charges.

41.

Answering Paragraph 41 of the Formal Charges, Judge Coomer admits that he drafted a power of attorney and advanced directive for health care and appointment of agent

to control disposition of remains for Mr. Filhart and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 41 of the Formal Charges.

42.

Answering Paragraph 42 of the Formal Charges, Judge Coomer admits that Mr. Filhart showed Judge Coomer a Body Donor Authorization form in which Filhart had named Coomer as his “next of kin” and Judge Coomer signed as a witness on the form, identifying his relationship to Mr. Filhart as his attorney. Judge Coomer denies the remaining allegations contained in Paragraph 42 of the Formal Charges.

43.

Answering Paragraph 43 of the Formal Charges, Judge Coomer admits that he drafted and executed a promissory note from CAC Holdings, LLC, a limited liability company wholly owned by Judge Coomer, to Mr. Filhart and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 43 of the Formal Charges.

44.

Answering Paragraph 44 of the Formal Charges, Judge Coomer admits that he drafted and executed a promissory note from CAC Holdings, LLC, to Mr. Filhart and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 44 of the Formal Charges.

45.

Answering Paragraph 45 of the Formal Charges, Judge Coomer admits that he drafted and executed a promissory note from CAC Holdings, LLC, to Mr. Filhart and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 45 of the Formal Charges.

46.

Answering Paragraph 46 of the Formal Charges, Judge Coomer admits that he drafted and executed a promissory note from CAC Holdings, LLC, to Mr. Filhart; Judge Coomer admits that document speaks for itself and is the best evidence of its contents; and Judge Coomer admits that the December 2017 note contained a scrivener's error with Mr. Filhart's own property listed as security, an error which Judge Coomer offered to correct. Judge Coomer denies the remaining allegations contained in Paragraph 46 of the Formal Charges.

47.

Answering Paragraph 47 of the Formal Charges, Judge Coomer admits that he drafted and executed a promissory note from CAC Holdings, LLC, to Mr. Filhart and that the document speaks for itself and is the best evidence of its contents. The disposition of the funds, for loans which were all repaid in full plus interest, is irrelevant to these proceedings and allegations concerning disposition of the funds should be stricken from the record. Judge Coomer moves to strike the irrelevant language and denies the remaining allegations contained in Paragraph 47 of the Formal Charges.

48.

Answering Paragraph 48 of the Formal Charges, Judge Coomer admits that he drafted and executed a promissory note from CAC Holdings, LLC, to Mr. Filhart and that the document speaks for itself and is the best evidence of its contents. The disposition of the funds, for loans which were all repaid in full plus interest, is irrelevant to these proceedings and allegations concerning disposition of the funds should be stricken from the record. Judge Coomer moves to strike the irrelevant language and denies the remaining allegations contained in Paragraph 48 of the Formal Charges.

49.

Answering Paragraph 49 of the Formal Charges, Judge Coomer admits CAC Holdings received funds from a closing on property located in Cleveland, Tennessee, the amount of which is set forth in the closing documents. Judge Coomer denies the remaining allegations contained in Paragraph 49 of the Formal Charges.

50.

Answering Paragraph 50 of the Formal Charges, Judge Coomer admits CAC Holdings paid off the December 2017 promissory note in full and with interest. Judge Coomer denies the remaining allegations contained in Paragraph 50 of the Formal Charges.

51.

Answering Paragraph 51 of the Formal Charges, Judge Coomer admits that he drafted and executed a promissory note from CAC Holdings, LLC, to Mr. Filhart and that the document speaks for itself and is the best evidence of its contents. The disposition of

the funds, for loans which were all repaid in full plus interest, is irrelevant to these proceedings and allegations concerning disposition of the funds should be stricken from the record. Judge Coomer moves to strike the irrelevant language and denies the remaining allegations contained in Paragraph 51 of the Formal Charges.

52.

Answering Paragraph 52 of the Formal Charges, Judge Coomer admits that he drafted and executed a promissory note from CAC Holdings, LLC, to Mr. Filhart and that the document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 52 of the Formal Charges.

53.

Answering Paragraph 53 of the Formal Charges, Judge Coomer admits that he drafted and executed a promissory note from CAC Holdings, LLC, to Mr. Filhart and that the document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 53 of the Formal Charges.

54.

Answering Paragraph 54 of the Formal Charges, Judge Coomer admits that he drafted and executed a promissory note from CAC Holdings, LLC, to Mr. Filhart and that the document speaks for itself and is the best evidence of its contents; Judge Coomer admits that he did not execute or file a security deed or a personal guaranty; and Judge Coomer admits that the March 2018 note contained a scrivener's error with Mr. Filhart's own property listed as security, an error which Judge Coomer offered to correct. Judge Coomer

denies the remaining allegations contained in Paragraph 54 of the Formal Charges.

55.

Judge Coomer denies the allegations contained in Paragraph 55 of the Formal Charges.

56.

Answering Paragraph 56 of the Formal Charges, Judge Coomer admits that he drafted and executed a promissory note from CAC Holdings, LLC, to Mr. Filhart and that the document speaks for itself and is the best evidence of its contents. The disposition of the funds, for loans which were all repaid in full plus interest, is irrelevant to these proceedings and allegations concerning disposition of the funds should be stricken from the record. Judge Coomer moves to strike the irrelevant language and denies the remaining allegations contained in Paragraph 56 of the Formal Charges.

57.

Judge Coomer denies the allegations contained in Paragraph 57 of the Formal Charges.

58.

Answering Paragraph 58 of the Formal Charges, Judge Coomer admits Mr. Filhart asked Coomer to discuss certain transactions with his financial advisor and Judge Coomer declined to do so; and Judge Coomer further admits he assisted Filhart in formulating questions to his financial advisor regarding the potential tax consequences of selling off specific investment accounts. Judge Coomer denies the remaining allegations contained

in Paragraph 58 of the Formal Charges.

59.

Answering Paragraph 59 of the Formal Charges, Judge Coomer admits that he assisted Filhart in formulating questions to his financial advisor regarding the potential tax consequences of selling off specific investment accounts. Judge Coomer denies the remaining allegations contained in Paragraph 59 of the Formal Charges.

60.

Judge Coomer is without knowledge or information to admit or deny the allegations contained in Paragraph 60 of the Formal Charges and, therefore, he denies Paragraph 60 of the Formal Charges.

61.

Judge Coomer is without knowledge or information to admit or deny the allegations contained in Paragraph 61 of the Formal Charges and, therefore, he denies Paragraph 61 of the Formal Charges.

62.

Answering Paragraph 62 of the Formal Charges, Judge Coomer admits that he drafted and executed a promissory note from CAC Holdings, LLC, to Mr. Filhart and that the document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 62 of the Formal Charges.

63.

Answering Paragraph 63 of the Formal Charges, Judge Coomer admits that he

drafted and executed a promissory note from CAC Holdings, LLC, to Mr. Filhart and that the document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 63 of the Formal Charges.

64.

Answering Paragraph 64 of the Formal Charges, Judge Coomer admits that he drafted and executed a promissory note from CAC Holdings, LLC, to Mr. Filhart and that the document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 64 of the Formal Charges.

65.

Answering Paragraph 65 of the Formal Charges, Judge Coomer admits that he drafted and executed a promissory note from CAC Holdings, LLC, to Mr. Filhart and that the document speaks for itself and is the best evidence of its contents. The disposition of the funds, for loans which were all repaid in full plus interest, is irrelevant to these proceedings and allegations concerning disposition of the funds should be stricken from the record. Judge Coomer moves to strike the irrelevant language and denies the remaining allegations contained in Paragraph 65 of the Formal Charges.

66.

Answering Paragraph 66 of the Formal Charges, Judge Coomer admits that he drafted and executed a promissory note from CAC Holdings, LLC, to Mr. Filhart and that the document speaks for itself and is the best evidence of its contents. The disposition of the funds, for loans which were all repaid in full plus interest, is irrelevant to these

proceedings and allegations concerning disposition of the funds should be stricken from the record. Judge Coomer moves to strike the irrelevant language and denies the remaining allegations contained in Paragraph 66 of the Formal Charges.

**Judge Coomer's Applications for Judgeships**

67.

Answering Paragraph 67 of the Formal Charges, Judge Coomer admits that he submitted an application for an open seat on the Georgia Court of Appeals by filing an application with the Judicial Nominating Commission on or about March 29, 2018, and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 67 of the Formal Charges.

68.

Answering Paragraph 68 of the Formal Charges, Judge Coomer admits that he submitted an application for an open seat on the Georgia Court of Appeals by filing an application with the Judicial Nominating Commission on or about March 29, 2018, and that document speaks for itself and is the best evidence of its contents; and Judge Coomer admits that, at the time of the application, the real estate holdings of the LLC had been liquidated. Judge Coomer denies the remaining allegations contained in Paragraph 68 of the Formal Charges.

69.

Answering Paragraph 69 of the Formal Charges, Judge Coomer admits that he submitted an application for an open seat on the Georgia Court of Appeals by filing an

application with the Judicial Nominating Commission on or about March 29, 2018, and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 69 of the Formal Charges.

70.

Answering Paragraph 70 of the Formal Charges, Judge Coomer admits that he stated that he served as a judge of the Municipal Court for the City of Adairsville; Judge Coomer denies that he identified the time period in which he served as referenced in Paragraph 70 of the Formal Charges; Judge Coomer admits he was a member of the Georgia House of Representatives from 2011 to 2018; and Judge Coomer admits that he requested an informal opinion of the Attorney General regarding his simultaneous service as a municipal court judge and a legislator. Upon receipt of the Unofficial Opinion, Coomer resigned from the municipal court of Adairsville. Judge Coomer denies the remaining allegations contained in Paragraph 70 of the Formal Charges.

71.

Judge Coomer is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 71 of the Formal Charges and, therefore, he denies the allegations contained in Paragraph 71 of the Formal Charges.

72.

Answering Paragraph 72 of the Formal Charges, Judge Coomer admits that his name was not submitted to Governor Deal for consideration to fill one of the open seats on the Georgia Court of Appeals in the spring of 2018. Judge Coomer denies the remaining

allegations contained in Paragraph 72 of the Formal Charges.

73.

Answering Paragraph 73 of the Formal Charges, Judge Coomer admits that he submitted an application for an open seat on the Georgia Supreme Court by filing an application with the Judicial Nominating Commission on or about August 30, 2018, and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 73 of the Formal Charges.

74.

Answering Paragraph 74 of the Formal Charges, Judge Coomer admits that he submitted an application for an open seat on the Georgia Supreme Court by filing an application with the Judicial Nominating Commission on or about August 30, 2018, and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 74 of the Formal Charges.

75.

Judge Coomer admits on August 30, 2018, CAC Holdings, LLC had approximately \$30.27 in its checking account. On or about September 10, 2018, CAC Holdings, LLC received a deposit of \$130,000 into its checking account. Judge Coomer lacks sufficient information and knowledge to admit or deny that his application and questionnaire were before the Judicial Nominating Commission on September 10, 2018. Judge Coomer admits that his application and questionnaire would have been available for Governor Deal's consideration on September 10, 2018. Judge Coomer denies the remaining allegations

contained in Paragraph 75 of the Formal Charges.

76.

Answering Paragraph 76 of the Formal Charges, Judge Coomer admits that he submitted an application for an open seat on the Georgia Supreme Court by filing an application with the Judicial Nominating Commission on or about August 30, 2018, and that document speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 76 of the Formal Charges.

77.

Answering Paragraph 77 of the Formal Charges, Judge Coomer denies telling Filhart that he was “about to be appointed to a judgeship” at any time prior to the public announcement that Coomer had been selected to fill a vacancy on the Georgia Court of Appeals; and Judge Coomer admits that he informed Filhart of his impending appointment to the Georgia Court of Appeals before he was sworn in on the Court. Judge Coomer denies the remaining allegations contained in Paragraph 77 of the Formal Charges.

78.

Answering Paragraph 78 of the Formal Charges, Judge Coomer admits his appointment to the Court of Appeals was announced in September 2018, though he cannot admit the exact date without proof of same; and Judge Coomer admits he was sworn in as a judge of the Court of Appeals on October 31, 2018. Judge Coomer denies the remaining allegations contained in Paragraph 78 of the Formal Charges.

79.

Answering Paragraph 79 of the Formal Charges, Judge Coomer admits that he received and replied to several emails from Jim Filhart in 2019 and those emails speak for themselves and are the best evidence of their contents. Judge Coomer denies the remaining allegations contained in Paragraph 79 of the Formal Charges.

80.

Answering Paragraph 80 of the Formal Charges, Judge Coomer admits that he received and replied to several emails from Jim Filhart in 2019 and those emails speak for themselves and are the best evidence of their contents. Judge Coomer denies the remaining allegations contained in Paragraph 80 of the Formal Charges.

81.

Answering Paragraph 81 of the Formal Charges, Judge Coomer admits that he received and replied to several emails from Jim Filhart in 2019 and those emails speak for themselves and are the best evidence of their contents. Judge Coomer denies the remaining allegations contained in Paragraph 81 of the Formal Charges.

82.

Answering Paragraph 82 of the Formal Charges, Judge Coomer admits that he received and replied to several emails from Jim Filhart in 2019 and those emails speak for themselves and are the best evidence of their contents. Judge Coomer denies the remaining allegations contained in Paragraph 82 of the Formal Charges.

83.

Answering Paragraph 83 of the Formal Charges, Judge Coomer admits that he received and replied to several emails from Jim Filhart in 2019 and those emails speak for themselves and are the best evidence of their contents. Judge Coomer denies the remaining allegations contained in Paragraph 83 of the Formal Charges.

84.

Answering Paragraph 84 of the Formal Charges, Judge Coomer admits that he received and replied to several emails from Jim Filhart in 2019 and those emails speak for themselves and are the best evidence of their contents. Judge Coomer denies the remaining allegations contained in Paragraph 84 of the Formal Charges and specifically denies that he requested Mr. Filhart give or loan to him \$220,000.

85.

Answering Paragraph 85 of the Formal Charges, Judge Coomer admits that he received and replied to several emails from Jim Filhart in 2019 and those emails speak for themselves and are the best evidence of their contents. Judge Coomer denies the remaining allegations contained in Paragraph 85 of the Formal Charges.

86.

Answering Paragraph 86 of the Formal Charges, Judge Coomer admits that he received and replied to several emails from Jim Filhart in 2019 and those emails speak for themselves and are the best evidence of their contents. Judge Coomer denies the remaining allegations contained in Paragraph 86 of the Formal Charges and specifically denies that

he manufactured a concern over Mr. Filhart's mental health.

87.

Answering Paragraph 87 of the Formal Charges, Judge Coomer admits that he received and replied to several emails from Jim Filhart in 2019 and those emails speak for themselves and are the best evidence of their contents. Judge Coomer denies the remaining allegations contained in Paragraph 87 of the Formal Charges.

88.

Answering Paragraph 88 of the Formal Charges, Judge Coomer admits that he received and replied to several emails from Jim Filhart in 2019 and those emails speak for themselves and are the best evidence of their contents. Judge Coomer denies the remaining allegations contained in Paragraph 88 of the Formal Charges.

89.

Answering Paragraph 89 of the Formal Charges, Judge Coomer admits that he received and replied to several emails from Jim Filhart in 2019 and those emails speak for themselves and are the best evidence of their contents. Judge Coomer denies the remaining allegations contained in Paragraph 89 of the Formal Charges.

90.

Answering Paragraph 90 of the Formal Charges, Judge Coomer admits that he received and replied to several emails from Jim Filhart in 2019 and those emails speak for themselves and are the best evidence of their contents. Judge Coomer denies the remaining allegations contained in Paragraph 90 of the Formal Charges.

91.

Answering Paragraph 91 of the Formal Charges, Judge Coomer admits that he received and replied to several emails from Jim Filhart in 2019 and those emails speak for themselves and are the best evidence of their contents. Judge Coomer denies the remaining allegations contained in Paragraph 91 of the Formal Charges.

92.

Answering Paragraph 92 of the Formal Charges, Judge Coomer admits that he received and replied to several emails from Jim Filhart in 2019 and those emails speak for themselves and are the best evidence of their contents. Judge Coomer denies the remaining allegations contained in Paragraph 92 of the Formal Charges.

93.

Answering Paragraph 93 of the Formal Charges, Judge Coomer admits that the letter from Dr. Moon speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 93 of the Formal Charges.

94.

Judge Coomer admits that Ms. Waycaster passed away in 2019, but is without sufficient knowledge or information to admit or deny the remaining averments of Paragraph 94 of the Formal Charges and, therefore, he denies the allegations contained in Paragraph 94 of the Formal Charges.

95.

Answering Paragraph 95 of the Formal Charges, Judge Coomer admits that he

received and replied to several emails from Jim Filhart in 2019 and those emails speak for themselves and are the best evidence of their contents. Judge Coomer denies the remaining allegations contained in Paragraph 95 of the Formal Charges.

96.

Answering Paragraph 96 of the Formal Charges, Judge Coomer admits that he received and replied to several emails from Jim Filhart in 2019 and those emails speak for themselves and are the best evidence of their contents. Judge Coomer denies the remaining allegations contained in Paragraph 96 of the Formal Charges.

97.

Answering Paragraph 97 of the Formal Charges, Judge Coomer admits that he received and replied to several emails from Jim Filhart in 2019 and those emails speak for themselves and are the best evidence of their contents; and Judge Coomer states that he agreed, before the meeting with Mr. Alford, to provide records requested by counsel for Mr. Filhart. Judge Coomer denies the remaining allegations contained in Paragraph 97 of the Formal Charges.

98.

Answering Paragraph 98 of the Formal Charges, Judge Coomer admits that he received the letter from Mr. Gammon which speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 98 of the Formal Charges.

99.

Answering Paragraph 99 of the Formal Charges, Judge Coomer admits that he telephoned Mr. Gammon upon receiving his letter; Judge Coomer admits that Mr. Gammon stated the note listed Mr. Filhart's home as security for the note; and Judge Coomer admits that he requested that Mr. Gammon send a copy of the loan document showing the alleged deficiency. Judge Coomer denies the remaining allegations contained in Paragraph 99 of the Formal Charges.

100.

Answering Paragraph 100 of the Formal Charges, Judge Coomer admits that he received and replied to emails from Mr. Gammon and those emails speak for themselves and are the best evidence of their contents, including the portions of the emails in which Judge Coomer consented to amending the Note to replace 26 Akin Way, NW, with 14 Claire Cove, NW. Judge Coomer denies the remaining allegations contained in Paragraph 100 of the Formal Charges.

101.

Answering Paragraph 101 of the Formal Charges, Judge Coomer admits that his November 7, 2019, email suggested striking through Mr. Filhart's address and replacing it with Judge Coomer's address. Judge Coomer denies the remaining allegations contained in Paragraph 101 of the Formal Charges.

102.

Answering Paragraph 102 of the Formal Charges, Judge Coomer admits that he

signed a personal financial statement over a month after talking with Mr. Gammon. Judge Coomer denies the remaining allegations contained in Paragraph 102 of the Formal Charges.

103.

Answering Paragraph 103 of the Formal Charges, Judge Coomer admits that the balance of the loans had not been paid in full at the time Mr. Filhart filed suit against him; and Judge Coomer denies that he was in arrears or had failed to make any payment due under the notes at the time Mr. Filhart filed suit. Judge Coomer denies the remaining allegations contained in Paragraph 103 of the Formal Charges.

104.

Answering Paragraph 104 of the Formal Charges, Judge Coomer admits that he was sued by Filhart and the complaint speaks for itself and is the best evidence of its contents; and Judge Coomer admits that the filing of the lawsuit was reported on by media. Judge Coomer denies the remaining allegations contained in Paragraph 104 of the Formal Charges.

105.

Answering Paragraph 105 of the Formal Charges, Judge Coomer admits that he submitted a mortgage application to SWBC Mortgage Corporation for refinancing his home and that document speaks for itself and is the best evidence of its contents. Judge Coomer is without sufficient knowledge or information to admit or deny when the AJC first reported the lawsuit against him and, therefore, these allegations are denied. Judge

Coomer admits a portion of the mortgage refinance proceeds were used to pay off one of the notes to Mr. Filhart before it had matured. Judge Coomer denies the remaining allegations contained in Paragraph 105 of the Formal Charges.

106.

Answering Paragraph 106 of the Formal Charges, Judge Coomer admits that he provided an electronic mark indicating his assent to the terms of the mortgage application and the mortgage application speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 106 of the Formal Charges.

107.

Answering Paragraph 107 of the Formal Charges, Judge Coomer admits that the mortgage application speaks for itself and is the best evidence of its contents; Judge Coomer admits that he identified notes to Jim Filhart as obligations on a personal financial statement dated December 14, 2019; and Judge Coomer admits that he told the bank when he applied for the mortgage that he was involved in litigation and provided copies to the bank of the complaint and the answer. Judge Coomer denies the remaining allegations contained in Paragraph 107 of the Formal Charges.

108.

Answering Paragraph 108 of the Formal Charges, Judge Coomer admits that the mortgage application speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 108 of the Formal

Charges.

109.

Answering Paragraph 109 of the Formal Charges, Judge Coomer admits that the mortgage application speaks for itself and is the best evidence of its contents. Judge Coomer denies the remaining allegations contained in Paragraph 109 of the Formal Charges and specifically denies that he intentionally listed the campaign account balance on the application.

110.

Answering Paragraph 110 of the Formal Charges, Judge Coomer admits that the mortgage application speaks for itself and is the best evidence of its contents; and Judge Coomer admits that at the time he provided his financial information to the mortgage company, his UBS account had a balance of approximately \$214,000. Judge Coomer denies the remaining allegations contained in Paragraph 110 of the Formal Charges.

111.

Judge Coomer admits the allegations contained in Paragraph 111 of the Formal Charges.

112.

Judge Coomer objects to Paragraph 112 of the Formal Charges as irrelevant and intended to harass and embarrass him such that he moves for this Paragraph to be stricken. Subject to said objections and without waiving the same, Judge Coomer admits that he refinanced his home in April 2020, received funds from the refinance with SWBC, and

used a portion of those funds to pay off a note to Mr. Filhart before it was due. Judge Coomer denies the remaining allegations contained in Paragraph 112 of the Formal Charges.

113.

Judge Coomer objects to Paragraph 113 of the Formal Charges as irrelevant and intended to harass and embarrass him such that he moves for this Paragraph to be stricken. Subject to said objections and without waiving the same, Judge Coomer admits that he paid off the March 2018 note, including all accrued interest, before it was due. Judge Coomer denies the remaining allegations contained in Paragraph 113 of the Formal Charges.

**Alleged Campaign Finance Allegations**

114.

Answering Paragraph 114 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 114 of the Formal Charges.

115.

Answering Paragraph 115 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the

remaining allegations contained in Paragraph 115 of the Formal Charges.

116.

Answering Paragraph 116 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 116 of the Formal Charges.

117.

Answering Paragraph 117 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 117 of the Formal Charges.

118.

Answering Paragraph 118 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 118 of the Formal Charges.

119.

Answering Paragraph 119 of the Formal Charges, Judge Coomer denies that the

Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 119 of the Formal Charges.

120.

Answering Paragraph 120 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 120 of the Formal Charges.

121.

Answering Paragraph 121 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 121 of the Formal Charges.

122.

Answering Paragraph 122 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the

remaining allegations contained in Paragraph 122 of the Formal Charges.

123.

Answering Paragraph 123 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 123 of the Formal Charges.

124.

Answering Paragraph 124 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 124 of the Formal Charges.

125.

Answering Paragraph 125 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 125 of the Formal Charges.

126.

Answering Paragraph 126 of the Formal Charges, Judge Coomer denies that the

Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 126 of the Formal Charges.

127.

Answering Paragraph 127 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 127 of the Formal Charges.

128.

Answering Paragraph 128 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 128 of the Formal Charges.

129.

Answering Paragraph 129 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the

remaining allegations contained in Paragraph 129 of the Formal Charges.

130.

Answering Paragraph 130 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 130 of the Formal Charges.

131.

Answering the allegations contained in Paragraph 131 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 131 of the Formal Charges.

132.

Answering the allegations contained in Paragraph 132 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 132 of the Formal Charges.

133.

Answering the allegations contained in Paragraph 133 of the Formal Charges, Judge Coomer denies that the Commission has jurisdiction over alleged violations of the Campaign Finance Act, and he incorporates his responses in the pending Government Transparency and Campaign Finance Commission proceeding concerning these allegations. Judge Coomer denies the remaining allegations contained in Paragraph 133 of the Formal Charges.

**Alleged Violations of the Code of Judicial Conduct**

134.

Judge Coomer admits the statement of Rule 1.2(A) of the CJC.

**Estate Planning**

**COUNT ONE**

135.

Judge Coomer denies the allegations contained in Paragraph 135 of the Formal Charges.

**COUNT TWO**

136.

Judge Coomer denies the allegations contained in Paragraph 136 of the Formal Charges.

**COUNT THREE**

137.

Judge Coomer denies the allegations contained in Paragraph 137 of the Formal Charges.

**Loans from Filhart**

**COUNT FOUR**

138.

Judge Coomer denies the allegations contained in Paragraph 138 of the Formal Charges.

**COUNT FIVE**

139.

Judge Coomer denies the allegations contained in Paragraph 139 of the Formal Charges.

**COUNT SIX**

140.

Judge Coomer denies the allegations contained in Paragraph 140 of the Formal Charges.

**Conduct After Filhart's (Early) Loan Repayment Requests**

**COUNT SEVEN**

141.

Judge Coomer denies the allegations contained in Paragraph 141 of the Formal

Charges, including subparts.

**Alleged Campaign Finance Violations**

**COUNT EIGHT**

142.

Judge Coomer denies the allegations contained in Paragraph 142 of the Formal Charges.

**COUNT NINE**

143.

Judge Coomer denies the allegations contained in Paragraph 143 of the Formal Charges.

**COUNT TEN**

144.

Judge Coomer denies the allegations contained in Paragraph 144 of the Formal Charges, including subparts.

**COUNT ELEVEN**

145.

Judge Coomer admits that Paragraph 145 of the Formal Charges correctly quotes Rule 1.1 of the CJC.

146.

Judge Coomer admits that Paragraph 146 of the Formal Charges correctly quotes a definition contained in the CJC.

147.

Judge Coomer denies the allegations contained in Paragraph 147 of the Formal Charges.

**COUNT ELEVEN**

148.

Judge Coomer denies the allegations contained in Paragraph 148 of the Formal Charges.

**COUNT TWELVE**

149.

Judge Coomer denies the allegations contained in Paragraph 149 of the Formal Charges.

**COUNT THIRTEEN**

150.

Judge Coomer denies the allegations contained in Paragraph 150 of the Formal Charges.

**COUNT FOURTEEN**

151.

Judge Coomer denies the allegations contained in Paragraph 151 of the Formal Charges.

**COUNT FIFTEEN**

152.

Judge Coomer denies the allegations contained in Paragraph 152 of the Formal Charges.

**COUNT SIXTEEN**

153.

Judge Coomer denies the allegations contained in Paragraph 153 of the Formal Charges.

**COUNT SEVENTEEN**

154.

Judge Coomer denies the allegations contained in Paragraph 154 of the Formal Charges.

**COUNT EIGHTEEN**

155.

Judge Coomer denies the allegations contained in Paragraph 155 of the Formal Charges.

**COUNT NINETEEN**

156.

Judge Coomer denies the allegations contained in Paragraph 156 of the Formal Charges, including subparts.

**COUNT TWENTY**

157.

Judge Coomer denies the allegations contained in Paragraph 157 of the Formal Charges.

**COUNT TWENTY-ONE**

158.

Judge Coomer denies the allegations contained in Paragraph 158 of the Formal Charges.

**COUNT TWENTY-TWO**

159.

Judge Coomer denies the allegations contained in Paragraph 159 of the Formal Charges.

**COUNT TWENTY-THREE**

160.

Judge Coomer denies the allegations contained in Paragraph 160 of the Formal Charges.

**COUNT TWENTY-FOUR**

161.

Judge Coomer denies the allegations contained in Paragraph 161 of the Formal Charges.

**COUNT TWENTY-FIVE**

162.

Judge Coomer denies the allegations contained in Paragraph 162 of the Formal Charges.

**COUNT TWENTY-SIX**

163.

Judge Coomer denies the allegations contained in Paragraph 163 of the Formal Charges.

**CONCLUSION**

Judge Coomer denies the allegations contained in the Conclusion section of the Formal Charges.

Judge Coomer denies each and every allegation in the Formal Charges which he has not heretofore expressly admitted.

Judge Coomer denies knowingly violating any laws, rules, regulations, and other standards of conduct.

WHEREFORE, having fully answered Plaintiff's Complaint, Judge Coomer prays:

- (1) That this Answer be allowed and filed;
- (2) That the Formal Charges be dismissed; and
- (3) For such other and further relief as the Hearing Panel deems just and proper.

Respectfully submitted, this, the 26th day of February 2021.

COPELAND STAIR KINGMA & LOVELL, LLP

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**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the forgoing pleading was served via filing with the Clerk of the Georgia Supreme Court and by serving a copy by email and United States Mail upon the Director:

Charles P. Boring, Esq.  
Director, Judicial Qualifications Commission  
1995 North Park Place, SE, Ste. 570  
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This the 26th day of February 2021.

COPELAND STAIR KINGMA & LOVELL, LLP

/s/Mark Lefkow  
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