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January 5, 2017

Via Hand Delivery

Norma I. Melendez, Esq.
Attorney Grievance Committee
State of New York
Supreme Court Appellate Division
First Judicial Department
61 Broadway, 2nd Floor
New York, New York 10006

Re: Matter of Peter L. Cedeno, Esq.
Docket No.: 2016.2588

Dear Ms. Melendez:

We represent Luis Gironza (“Gironza”), the Complainant, in the above-referenced matter. We write in response to the Answer filed by Peter Cedeño, Esq. (“Cedeño”) submitted in response to Gironza’s Ethics Complaint.¹

¹ Preliminarily, we are compelled to respond to Cedeño’s allegation that Gironza’s Ethics Complaint is somehow related to the civil proceedings filed by Atesa and Anthony Pacelli against Cedeño for the unethical sexual relationship he engaged in with Atesa during the course of his representation of her. Cedeño’s attempts to obfuscate his unethical conduct notwithstanding, his contention has no merit. First, Ansell, Grimm & Aaron, the attorneys for Gironza, no longer represents Atesa Pacelli nor Anthony Pacelli in the civil matter nor does Ansell, Grimm & Aaron

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As the Ethics Committee is no doubt aware, Gironza's Ethics Complaint centered on Cedeño's representation of Gironza during his divorce and Cedeño's improper attempts to solicit Gironza's ex-wife Catalina Gironza ("Catalina") to engage in a sexual relationship at the expense of dutifully and zealously representing Gironza's best interests during the proceedings. Thereafter, Cedeño effectively represented Catalina through another attorney in further divorce proceedings adverse to Gironza, thereby creating an irreconcilable conflict of interest.

In rebuttal to Cedeño statement of "facts" Gironza preliminarily states that his initial Complaint clearly lays out the allegations of malfeasance and that Cedeño has failed to rebut those allegations in his Answer. Notwithstanding same, this reply will serve to provide the Committee with further information even more clearly establishing that Cedeño used his position as Gironza's divorce attorney to pursue his own interests at Gironza's expense in attempting to engage Catalina in a sexual relationship.

Gironza was aware when he retained Cedeño that he would be responsible for some amounts of child support payments by virtue of the salary disparity between himself and Catalina. However, Cedeño failed to account for all the factors which underpin the child support calculation, thereby leading to a higher payment for Gironza. Specifically, Gironza maintains 50% custody of his children meaning his children live with him for half of the time. Cedeño did not account for Gironza's 50% physical custody of the children in formulating a child support payment. Notably, Gironza observed a clear shift in Cedeño's behavior and attitude following Cedeño's interactions with Catalina. As outlined below, Cedeño stopped zealously advocating for the best possible child support terms for Gironza once Cedeño met Catalina at Court and began to pursue a sexual relationship with her.

Prior to the Court appearance, Cedeño and Gironza met at the Wilens and Baker offices. During this meeting, Cedeño indicated that he would "try his best" to secure Gironza the best possible terms for the separation, including the child support payment. However, after Cedeño met with Catalina at the Court appearance, Cedeño changed his demeanor and tone regarding the child support payments, presumably because he was now impermissibly seeking to acquire a good deal for Catalina to serve his own self-interest in bedding her. Cedeño pressured Gironza to accept the inequitable child support terms, and now indicated that child support was "statutory" and therefore he could not do anything to improve the terms for Gironza. Of course, this is in direct contravention of Cedeño's prior assertion that he would "try his best" to secure Gironza favorable terms. This change in tone is consistent with Cedeño's attempts to engage Catalina in a sexual relationship and his desire to pursue that goal by forsaking his duty to his client. Cedeño was so transparent in his attempts to become intimate with Catalina that, following the Court appearance, Catalina remarked to Gironza that she felt like Cedeño "was my attorney more than yours."

represent Atesa Pacelli with respect to her Ethics Complaint against Cedeño. Gironza reached out to Ansell, Grimm & Aaron on his own volition following the media attention surrounding Cedeño's unethical conduct. Prior to the publication of Cedeño's unethical conduct, Gironza had never had any contact with either Anthony Pacelli or Atesa Pacelli. Gironza has no intention of filing a civil lawsuit against Cedeño nor does Gironza have any involvement in any civil suits filed against Cedeño by any other parties. Gironza merely seeks to ensure that Cedeño's unethical conduct is appropriately investigated by this Committee.

Additionally, by virtue of his employment at Wilens and Baker, Gironza was privy to certain company policies. It was against Wilens and Baker policy to allow communications with adversaries, particularly pro-se adversaries, through any means other than the main company office phone line. Specifically, Wilens and Baker had a policy against providing personal cellphone information to pro-se adversaries for contact purposes. Wilens and Baker also had a policy against contact through electronic means other than e-mail, such as Facebook or LinkedIn.² Therefore, Cedeño's assertion that he would provide this information to "most" opposing counsel and pro-se litigants is untrue as it would have been in contravention of Wilens and Baker policy.

Gironza also strongly disputes Cedeño's assertion that he never attempted to engage in an intimate dinner date with Catalina in Queens. In fact, Catalina relayed Cedeño's request to Gironza in detail. Specifically, Cedeño sought to take Catalina to the Forrest Hills area of Queens because Cedeño had some connection to the area and supposedly knew of a restaurant establishment that Catalina would have enjoyed.

Cedeño further admits that he and Julio Portilla, Esq. ("Portilla") worked together at Wilens and Baker before both leaving Wilens and Baker to set up separate law firms which shared the same office space and secretary. At the time, Portilla apparently focused his legal practice on Bankruptcy Law. It is unclear when or if Portilla began to devote any efforts towards the practice of Family Law. While Gironza worked with Portilla at Wilens and Baker, Portilla practiced almost exclusively in Bankruptcy Law. Moreover, Cedeño claims that his secretary set up an initial meeting with Catalina (presumably without performing any sort of conflict check) and that he did not recognize Catalina at the meeting. Cedeño's story of an innocent mistake notwithstanding, it was Cedeño who directed Catalina to retain Portilla for subsequent divorce proceedings despite the apparent conflict of interest. Cedeño endeavored to have Portilla represent Catalina in order for Cedeño to continue his well-established attempts to engage Catalina in a sexual relationship.

Finally, the August, 2012 Order disqualifying Portilla as counsel for Catalina apparently utilized the easiest means of disqualification, namely that Portilla used to work at Wilens and Baker which represented Gironza in his divorce. As the Ethics Committee is no doubt aware, Courts generally will use the simplest means to resolve a dispute. In that case, as the Court attorney was likely disinclined to engage in an ethical investigation to determine whether Cedeño was effectively representing Catalina, it utilized the simplest means of disqualifying Portilla and did not actually determine whether Cedeño was representing Catalina through Portilla. Instead, the Court merely recited Portilla's representations and did not actually hold that Cedeño had no involvement with Catalina's representations. Gironza now asks the Ethics Committee to do what the Court did not and investigate Cedeño's unethical behavior in utilizing Portilla to represent Catalina in violation of Cedeño's ethical obligations as an attorney.

In conclusion, Cedeño's self-serving Answer is undermined by the facts and circumstances of this matter, including his change of demeanor upon meeting Catalina. In addition, Cedeño's

² Cedeño's claims that he encouraged Catalina to contact him through Facebook but not to "friend" him are discordant. In order for Catalina to contact him through Facebook, they would need to be friends on Facebook. It is absurd to believe that Cedeño encouraged opposing counsel and pro-se litigants to contact him for business purposes through Facebook rather than simply utilizing e-mail. Instead, Cedeño likely limited his Facebook invitations to those women he was seeking to engage in an intimate relationship.

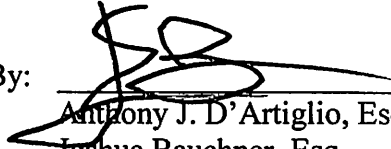
truly bizarre explanation that he encourages all pro-se adversaries to contact him for business purposes via Facebook is belied by the policies and procedures in effect at Wilens and Baker at the time of the incident in question. Finally, Portilla's sham representation of Catalina in order to allow Cedeño to skirt ethical rules is a shocking display of impropriety which is clearly evidenced by the circumstances leading to Catalina's "representation" by Portilla.

Of course, we or Mr. Gironza are available at the Ethics Committee's convenience to discuss these matters further as necessary.

Dated: January 5, 2017

ANSELL GRIMM & AARON
Attorneys for Luis Gironza

By: _____


Anthony J. D'Artiglio, Esq.
Joshua Bauchner, Esq.