FILED
JUN 18 2013
A.C.J.C.

IN THE MATTER OF

JOSEPH V. ISABELLA,
JUDGE OF THE SUPERIOR COURT

SUPREME COURT OF NEW JERSEY
ADVISORY COMMITTEE ON
JUDICIAL CONDUCT

DOCKET NO. ACJC 2011-361

STIPULATIONS

Tracie H. Gelbstein, Disciplinary Counsel, Advisory Committee on Judicial Conduct ("Presenter"), and Superior Court Judge Joseph V. Isabella ("Respondent"), through counsel, Ralph J. Lamparello, Esq., hereby enter into the following stipulations:

BACKGROUND

1. Respondent is a member of the Bar of the State of New Jersey, having been admitted to the practice of law in 1983.
2. At all times relevant to this matter, Respondent served as a full-time Judge in the Superior Court of New Jersey.
3. Between 1987 until his judicial appointment on November 29, 2000, Respondent was associated with the law firm of Gaccione, Pomaco & Beck.
4. Upon his judicial appointment in 2000, Respondent was assigned to the Criminal Division in the Essex Vicinage where he served until 2007.

5. On September 1, 2007, Respondent was reassigned to the Family Division in the Essex Vicinage where he served for two years until September 1, 2009.

6. Effective September 1, 2009, Respondent was reassigned to the Criminal Division in the Hudson Vicinage, a position he continues to hold.

7. Respondent is a longtime resident of Nutley, New Jersey.

8. Since Labor Day 2006, Respondent has been in a romantic relationship with T.M.

9. Prior to meeting Respondent, T.M. was in a relationship with the grievant, Andrew T. Leyble ("Leyble"), with whom she had two children, a son and a daughter.

10. T.M. and Leyble were never married and never lived together.

11. Between 1997 and 2010, T.M. lived in Nutley with her two children in a home owned by Leyble and T.M., jointly, and then Leyble, individually.

12. On October 16, 2011, Respondent and T.M. were married.

COUNT I

13. In or around 2008, T.M.'s children attended elementary school in the Nutley School District.

14. The Nutley School District classified T.M.'s son as a special needs student.

15. The District's educational plan for T.M.'s son included his attendance at an in-district extended school year for the summer.

16. In lieu of an extended school year for the summer, T.M. wanted to send her son to an out-of-state summer camp for special needs children in Pennsylvania ("Summer Camp"), the cost of which was approximately $8,000.

17. The Summer Camp deemed T.M.'s son eligible to attend, at which time T.M. sought approval from the Nutley School District's Director of Special Services, Paul Palozzola ("Palozzola"), for her son to attend the Summer Camp.

18. T.M.'s request for her son's attendance at the Summer Camp was denied.

19. On behalf of T.M., Respondent called Frank Pomaco, Esq., ("Pomaco"), his former law partner for legal advice. Pomaco was also counsel to the Nutley Board of Education.

20. Respondent had practiced law with Pomaco for 14 years at Gaccione, Pomaco & Beck prior to Respondent's judicial appointment, and considers Pomaco a close friend and his personal counsel.

21. Respondent followed up the phone conversation with a fax transmission to Pomaco handwritten on Respondent's official judicial stationery that outlined the facts of T.M.'s son's situation.

22. Respondent also included a pediatric developmental assessment of T.M.'s son with the fax transmission.

23. Pomaco told Respondent to contact the Superintendent of the Nutley School District to discuss T.M.'s request for approval and tuition assistance for her son's attendance at the Summer Camp.

24. Respondent called Joseph Zarra ("Zarra"), the then Superintendent of the Nutley School District, to discuss T.M.'s son's situation.

25. Respondent knew Zarra as they were both actively involved with the Nutley community. Zarra was also the former principal at the Nutley High School at the same time that Respondent's children attended.

26. Zarra advised Respondent that he would contact Palozzola to investigate the matter, which Zarra did.

27. The Nutley School District ultimately approved the placement of T.M.'s son at the out-of-district Summer Camp along with payment of educational tuition to off-set the costs.

28. By his conduct in communicating on his official judicial stationery with Pomaco in a personal matter, Respondent appeared to lend the prestige of his judicial office to advance the private interests of the son of Respondent's

then girlfriend in violation of Canons 1, 2A and 2B of the Code of Judicial Conduct.

COUNT II

29. In 2008, T.M. advised Respondent of unresolved legal issues between T.M. and Leyble regarding child support and household maintenance.

30. Respondent recommended to T.M. that she seek the advice of counsel, and referred her to an attorney with whom Respondent was acquainted.

31. In August 2008, T.M. retained the attorney recommended by Respondent and, with counsel's assistance, filed a lawsuit in November 2008 in the Essex County Superior Court against the father of her children and his attorney (the "Lawsuit").

32. During the course of the Lawsuit, T.M.'s attorney was served with interrogatories propounded on T.M.

33. T.M.'s attorney sent the interrogatories to T.M. in order for her to answer them.

34. Respondent assisted T.M. in answering the interrogatories.

35. T.M. relayed those answers to the attorney, which were then incorporated into T.M.'s final responses to the interrogatories served in the Lawsuit.

36. With the consent of all parties, the Lawsuit was referred to private mediation in February 2010.

37. During the course of the mediation, the parties attempted to resolve child support issues.

38. The mediator requested from T.M. certain financial information concerning her childcare expenses.

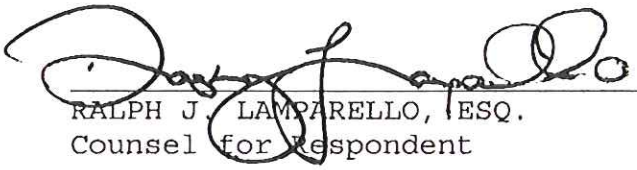
39. Respondent assisted T.M. in preparing a list of childcare expenses in response to the mediator's request.

40. T.M. then rewrote the list of childcare expenses and sent that information to the mediator in preparation of a mediation session scheduled for the following day.

41. At the time T.M. prepared the financial information with Respondent, T.M. questioned Respondent about the procedure for enforcement of child support if an agreement was eventually reached with Leyble.

TRACIE H. GELBSTEIN, ESQ.
Presenter

DATED: June 18, 2013



RALPH J. LAMPARELLO, ESQ.
Counsel for Respondent

DATED: June 13, 2013