

**WILLIAM L. ANKERMAN  
37 MONTCLAIR DRIVE  
WEST HARTFORD, CT 06107-1247**

(860) 233-6703

Friday, April 25, 2008

Judiciary Committee  
Connecticut General Assembly  
State Capitol  
Hartford, CT 06106

In re Nomination of Terence A. Zemetis to the Superior Court Bench

Dear Honorable Members of the Joint Judiciary Committee of the Connecticut General Assembly:

I am writing this letter to illustrate a judge's need for legal knowledge and integrity, then how this particular nominee lacks one or both of these qualities, based on his preparation of an Amended Final Account and the Ex Parte Decree and by his testimony in my criminal trial, contrasted with prevailing Connecticut precedent. I will then ask you to take these observations and evidence into account in your consideration of this nomination.

You are currently deliberating on the above-referenced nomination confirmation.

Any person nominated for a judgeship ought to have knowledge of, and dedication to the law.

My experience with this nominee indicates that Attorney Zemetis either does not have the necessary knowledge of the law or a dedication to follow the law wherever it may lead. This is shown by his actions in *Statewide Grievance Committee v. Ankerman*,

74 Conn. App. 464, 812 A.2d 169 (2003)], and *State v. Ankerman*, 81 Conn. App. 503, 810 A.2d 482, cert. denied, 270 Conn. 901, 853 A.2d 520, cert. denied. 543 U. S. 944 (2004).

Attorney Zemetis prepared an “Amended Final Account,” [Appendix A-1], dated November 25, 1998, and by means of a General Waiver of Notice, dated September 18, 1998, obtained an “*Ex Parte* Probate Decree,” [Appendix A-2], which he then supplied to the Statewide Grievance Committee for its use in the disciplinary proceeding, even though this decree was supported by neither personal nor subject matter jurisdiction and, therefore, *coram non judice* [*Sears v. Terry*, 26 Conn. 273, 283 (1857)]. He also used this *void* decree, without specifically pointing out its *ex parte* nature, to obtain the arrest warrant in the criminal case and it was put into evidence in the criminal trial to obtain the conviction. This Decree, supported by the Amended Final Account, was based on false legal conclusions, as to the legality of an insurance subrogation lien, as he ignored the effective date of P. A. 93-297 in relation to December 7, 1993 (the effective date of the settlement of the underlying lawsuit), as to the legality of attorney’s fees paid to the Defendant, as to the calculation of statutory interest, as to the failure to include various credits, including bank charges, probate court costs, and IRS withholding charges. Consultation with the youngest client would have alerted him to her post-majority retention agreement and a power of attorney in favor of her father, from which these attorney’s fees arose in a Defendant’s Judgment on the collection case. Is it reasonable to believe that an attorney of 25 years experience would have made such an error?

Minimal investigation by Attorney Zemetis would have informed him that the law was otherwise and would have alerted him that the statement on the account, which

reads: "...the same is a true and complete account of all receipts and disbursements made in said capacity" was false as there was a lien still in force encumbering the estate's assets, through December, 1999, and there were attorney's fees that had been earned and paid. In the preparation of the Amended Final Account [Appendix A-1], he had available the complete set of bank statements and the files of the nearby probate court. In doing this Attorney Zemetis ignored the effective date of P. A. 93-297, vis-à-vis the effective date of the settlement, December 7, 1999. Any person testifying as a State's witness, on the status of Connecticut law, should refer to the cases and statutes and become knowledgeable on the subject.

Attorney Zemetis also testified on April 9, 2002, as a State's witness in the criminal trial he had instituted against me. In his testimony, he gave clearly wrong opinions as to Connecticut law to the jury. Is it reasonable to believe that an attorney of 25 years experience would have made such an error?

1. He opined that a minor cannot be held liable for expenses for "medical necessities." [ See Appendix, page A-3 (Transcript page 155, lines 24-26)]. This opinion is in violation of basic law as shown in *Strong v. Foote*, 42 Conn. 205 (1875), and in *Yale Diagnostic Radiology v. Estate of Harun Fountain*, 267 Conn. 351, 838 A.2d 179 (2004).

2. Attorney Zemetis further testified on April 9, 2002, that statutory interest is calculated on the gross amount of a fund, from the time it comes into being, and then credits are deducted. [Appendix, pages A-4 and A-5 (Transcript, page 132, lines 12-27, and page 133, lines 1-6)]. This is not the method set out in *Fox v. Schaeffer*, 131 Conn. 439, 446, 41 A.2d 46 (1944), controlling Connecticut

precedent. Attorney Zemetis's opinion would require payment of interest on money already paid out. Is it reasonable to believe that an attorney of 25 years experience would have made such an error?

3. A third erroneous view of the law was testified to by Attorney Zemetis, when he opined that subrogation liens are invalid against the estate of a minor. [Appendix A-6, (Transcript page 143, lines 20-21)] The holding in *State v. Blawie*, 31 Conn. Sup. 552, 334 A.2d 484 (Com. Pleas App. Div., 1974), is just the opposite of his stated opinion and subjected the attorney in that case to a conversion judgment, because he paid over the money to the client, in violation of the lien in that case. Is it reasonable to believe that an attorney of 25 years experience would have made such an error?

4. A fourth false statement of the law was that, as a *matter of law*, all trusts for minors end when the child attains majority. [Appendix, page A-5 (Transcript page 133, lines 16-17)]. This opinion violates general trust law [Bogert & Bogert, Law of Trusts (5<sup>th</sup> Ed.) § 149] and ruling Connecticut precedent [*Minor v. Rogers*, 40 Conn. 512, 521 (1875)], wherein the Settlor's perceived intent as to *duration* was paramount in determining the *duration* of the subject trust.] In *State v. Ankerman*, supra, because there was no evidence introduced as to the terms of the trust, including duration, Attorney Zemetis misled the jury. Is it reasonable to believe that an attorney of 25 years experience would have made such an error?

To confirm a nominee who lacks competence and/or integrity to obey the law, wherever it may lead, to one of the highest offices in the state, i. e., a Superior Court Judge for a term of eight years, as you are now considering, would be a miscarriage of

miscarriage of justice and could lead to many more such miscarriages of justice during his time on the bench.

In the creation of the *Ex Parte* Decree [Appendix A-2], based on the Amended Final Account [Appendix A-1], Attorney Zemetis misled the Probate Court and the Superior Court in both the disciplinary and criminal cases.

In the false law testimony, related above, in the criminal case, Attorney Zemetis was *creating* “wrongful” action by the Defendant where there was none.

Your consideration and your action on this candidate, including the observations and evidence submitted in this letter, is your sole opportunity to exercise your discretion and judgment as you supply your input into the quality of the Connecticut Bench. These are a few of the examples which I could supply, but I could supply additional examples for your consideration if you choose further investigation into this nomination. As we all know, what a person says and does reveals his character, not who he is.

Thank you for your consideration of these issues and the submitted evidence.

Very truly yours,

A handwritten signature in black ink that reads "William L. Ankerman". The signature is written in a cursive, flowing style.

William L. Ankerman

cc: Hon. M. Jodi Rell, Governor of the State of Connecticut.

APPENDIX TO LETTER OF APRIL 25, 2008, IN RE CONFIRMATION OF  
TERENCE A. ZEMETIS, ESQUIRE:

<b>Page of Appendix</b>	<b>April 9, 2002, transcript page</b>
A-1	Amended Final Account, 11/25/98
A-2	Ex Parte Decree 12/4/98
A-3	page 155
A-4	page 132
A-5	page 133
A-6	page 143

[Type or print in black ink]

TO: COURT OF PROBATE, WALLINGFORD DISTRICT NO. 148

IN THE MATTER OF

ELIZABETH FORBES VINCE

Hereinafter referred to as the estate.

If other than decedent's estate, give name, address and zip code of ward or minor.  
45 CHAPEL STREET  
YALESVILLE, CT 06492

FIDUCIARY [Name, address zip code, and telephone number]  
EARLDINE FORBES - 45 Chapel Street, Yalesville, CT 06492 (tel: 203/949-0441)

POSITION OF TRUST  
GUARDIAN OF MINOR

LESLIE FORBES - 45 Chapel Street, Yalesville, CT 06492 (tel: 203/949-0441)

THE FIDUCIARY HEREBY EXHIBITS this account to said court for allowance and makes oath that the same is a true and complete account of all receipts and disbursements made in said capacity. This account covers the time period from \_\_\_\_\_ and is being filed for the following type of estate \_\_\_\_\_ (i.e. conservator) for the following reason:

- Periodic account. C.G.S. 45a-177
- For filing only.
- A hearing is requested.
- Final account. C.G.S. 45a-179

The fiduciary represents there are no debts outstanding against said estate except as herein stated and accordingly application is hereby made for an order of distribution or an order of transfer of the remaining assets of said estate.

(Use Second Sheet, PC-180, for any supporting schedule)

\* Funds always held by Attorneys Smith and Ankerman  
To amount of inventory/estate on hand as of last account\*

ASSETS AND INCOME RECEIVED BY FIDUCIARY*		
Initial balance		\$ 59,039.45
To amount of Income received		
Dividends		
Social Security payments		
Pension payments		
Interest Account #		
Other Statutory interest which should have been earned if Attorney Ankerman had not taken the money.		\$ 26,719.01
<b>Total</b>		<b>\$ 85,758.46</b>

PAYMENTS AND DISTRIBUTIONS BY FIDUCIARY

By payments made to or for the benefit of		
as per Schedule	1. Distribution to Elizabeth Forbes Vince	\$ 16,259.42
	2. Payment to Yale New Haven Hospital	\$ 5,024.90
	3. Payment to Faulkner Physical Therapy	\$ 130.00
By administration expenses		
Probate court costs		
Fiduciary's fee [Show disbursements separately]		
Attorney's fees [Show disbursements separately]		
[Other]		\$
Amount on hand/estate on hand for distribution *No money on hand as Attorney Real Property Ankerman admits he took the same without permission. Personal property Funds never in guardian's possession, always in possession and control of Smith & Ankerman, Attorneys, who admit that all the funds are wasted and/or		\$
<b>Total</b>		<b>\$ 64,344.14</b>

wrongfully expended other than the 3 payments listed above.

Total: 85,758.46

*Earldine R. Forbes*  
Fiduciary's Signature

SUBSCRIBED AND SWORN TO BEFORE ME  
*Marcia A. Navin*  
Frances A. Zemetis

DATE

11/25/98

*Marcia A. Navin*

Judge, Ass't-Clerk, Notary Public, Comm. Exp. Term

COURT OF PROBATE

COURT OF PROBATE, DISTRICT OF

WALLINGFORD

DISTRICT NO. 148

ESTATE OF /IN THE MATTER OF

ELIZABETH FORBES (VINCE), Guardianship of the Estate

At a court of probate held at the time and place of hearing set by the court, together with any continuances thereof, as of record appears, on the petitioner's application for the acceptance of the final account by the Co-Guardians of the Estate.

PRESENT: Hon. Philip A. Wright, Jr. Judge

After due hearing. THE COURT FINDS that:

A general waiver of notice has been filed with regard to this account and accordingly, the Court dispenses with the notice of hearing.

A final account dated 11/25/98 was filed by the Co-Guardians of this Estate.

The Co-Guardians never had possession or control of the assets subject to this guardianship estate.

Attorney William L. Ankerman of the former law firm of Smith and Ankerman has admitted that he retained full possession and control of said assets. Other than the three payments listed on the account made to or for the benefit of Elizabeth Forbes (Vince) totalling \$21,414.32, the balance of the assets subject to this guardianship estate remain unaccounted for by Attorney Ankerman. The total amount which has been improperly withheld and/or misappropriated is \$64,344.14, which includes statutory interest attributable to the guardianship assets through September 17, 1998.

And it is ORDERED AND DECREED that:

Attorney William L. Ankerman is hereby ordered to pay the sum of \$64,344.14 plus accrued interest from September 17, 1998 to the Co-guardians on or before December 15, 1998.

Dated at Wallingford, Connecticut this Fourth day of December, 1998.

*[Handwritten Signature]*  
Philip A. Wright, Jr. Judge

1                    that judgment in some way against the corpus of  
2                    Elizabeth's Trust?

3                    A        I think the Yale School of Medicine lawsuit was  
4                    against Harldine and Leslie Forbes.

5                    Q        And if that is true, is it not possible that a  
6                    judgment against the parents of Elizabeth might in some  
7                    way collateral estoppel or res judicata be used to support  
8                    the claim that they had filed in the Probate Court against  
9                    the proceeds of the trust?

10                  A        I know of no way to do that.

11                  Q        And could not Yale have argued that the parents  
12                  and the child were really one entity and that the parents,  
13                  having lost that case, the child is collaterally estopped  
14                  from contesting the action?

15                  A        I don't follow that at all. The parents and  
16                  the child are obviously not one entity, they are three  
17                  separate people. You sued two, you didn't sue that one.  
18                  You can't get money from the one you didn't sue.

19                  Q        So it's your view that a court would not hold  
20                  that Elizabeth might be collaterally estopped from denying  
21                  that she owed the Yale doctors \$10,000.00 simply because  
22                  the parents lost a lawsuit to Yale University School of  
23                  Medicine?

24                  A        I don't think Elizabeth was legally liable for  
25                  a debt that her parents had, if Yale had succeeded, which  
26                  they didn't, but if they had.

27                  Q        Now, let me just ask you a couple more questions

1 were really young, you my take a five year CD out because  
2 you wouldn't be invading the money for five years. On the  
3 other hand, this child, she was going to be 18 in 1994,  
4 and you're creating this in 1993, so you're talking about  
5 a one year CD type of thing. That's when the guardian, in  
6 1993, should have gotten the money and put it into a CD  
7 and had it at that time. Then in 1949 they should have  
8 gone into the court, accounted for, started with  
9 \$59,000.00. "I have accumulated this much interest.  
10 These are any expenses that I might have had, and this is  
11 your account," and that's what we tried to do. When we  
12 got into the file five, six years later, in the fall of  
13 '98, there were very few records, and what I showed, for  
14 example, for \$59,000.00, if a person had invested that  
15 \$59,000.00, not in the market and so forth, but just  
16 gotten the statutory rate of return over the next, oh it's  
17 almost six years, you would have had interest, and I added  
18 that up to be \$26,719.01, and I remember what I did is I  
19 just simply took the 59,000; statutory interest back then  
20 was ten percent, so the first year would have been  
21 \$5,900.00, that's ten percent, and the second year would  
22 have been the total, which would have been 64,000, so you  
23 get \$6400.00 interest, and so forth over the years. I  
24 just added it up that way. When you add those things up,  
25 you should have had \$85,758.46, and then you subtract the  
26 expenses that you had, and there were three: there was a  
27 medical bill to the Falkner Physical Therapy for \$130.00,

A-4

1 a payment to the Yale New Haven Hospital for \$5,024.90,  
2 and a payment to the Forbes, Elizabeth, Les and Dina, in  
3 the amount of \$16,259.42. Add up those and subtract it  
4 from what you have at the top and get \$64,344.14. That's  
5 what you come up with, and that's what we filed. We sent  
6 copies to all involved parties.

7 MR. BLAWIE: Request permission to just  
8 pass State's Exhibit 7 to the jury, your Honor?

9 THE COURT: Certainly.

10 (Whereupon State's Exhibit 7 was passed around  
11 amongst the jurors.)

12 Q You mentioned earlier in your testimony,  
13 counsel, about the significance of 1994 in this matter,  
14 Elizabeth Forbes' 18 birthday occurring in 1994. What did  
15 you mean by that?

16 A It's her 18th birthday, so she reaches majority  
17 at that point, so she's entitled to funds. She is no  
18 longer a minor. You're supposed to file an account and  
19 terminate the guardianship at that time and turn the money  
20 over to the no longer child, it is her money.

21 Q Are you of the opinion the account should have  
22 been closed in late '94, early '95?

23 MR. DONOVAN: Objection.

24 THE COURT: Overrule the objection.

25 A Well, when she turns 18 you're supposed to file  
26 the account, and that would have been in November of 1994,  
27 I think if memory serves me, when she turned 18, and the

1 be liable if they paid out money to the client and the  
2 insurance company then might come after them?

3 A I am not familiar with that time.

4 Q Is it your testimony that it was unreasonable  
5 for Mr. Ankerman to ignore--not to ignore the letter from  
6 Blue Cross and Blue Shield, but rather to hold the money  
7 until he knew that they were going--that they weren't  
8 going to go after him?

9 MR. BLAWIE: Objection, your Honor.

10 THE COURT: Overrule the objection. You  
11 may answer that.

12 A Yes. I think he should have given the money to  
13 the parents at the time that they were entitled to have  
14 it, once they were appointed guardians. One doesn't hold  
15 money for a potential creditor down the road.

16 Q And it's your view that even though his firm  
17 had received a notice from Blue Cross/Blue Shield saying,  
18 "We consider ourselves entitled to that money," he should  
19 nevertheless have paid that money out?

20 A Yes. Those were his clients. His duty is to  
21 his client not to Blue Cross.

22 Q And similarly with respect to the claims that  
23 was filed in the Probate Court, okay, the Probate Court  
24 never dismissed that claim, they never ruled on that  
25 claim?

26 A It's a claim that was filed in the child's  
27 estate, and how they handled it I don't know. I don't