

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 06-029

Complainant: No. 1276610489A

Judge: No. 1276610489B

ORDER

A review of the complaint filed in this matter reveals that there was no misconduct on the part of the judges. The commission is not a court and cannot review the decisions of a judge.

The complaint is dismissed pursuant to Rule 16(a).

Dated: April 3, 2006.

FOR THE COMMISSION

/s/ Keith Stott
Executive Director

Copies of this order were mailed to the complainant and the judge on April 3, 2006.

This order may not be used as a basis for disqualification of a judge.

COMPLAINT OF JUDICIAL MISCONDUCT

by

JUSTICE COURT, CASE NO.

The following Complaint addresses judicial misconduct, consisting of the actions of [redacted] and [redacted] without lawful authority—in fact in direct violation of the laws—and without due process of law, and does not concern the ultimate decisions or rulings by [redacted] and [redacted] in the above-referenced case. This COMPLAINT does *not* “manifest an intent” to appeal the void ab initio “rulings”, “decisions”, “findings” or putative “judgment” in the above-referenced matter. [redacted] is not required, and cannot be compelled, to “appeal” well-settled law. The following addresses overthrow of strictures of the laws governing landlord/tenant and forcible detainer actions as well as the mandates of the state and federal constitutions necessitating due process of law and equality in the law and any thing, rule, statute, code, etc., to the contrary notwithstanding. In fact the *Arizona Code of Judicial Conduct, 1993, Arizona Supreme Court Rule 81, Rules of the Supreme Court, as Amended June 8, 2004*, mandates that judges shall “respect and comply with the law;” “be faithful to the law and maintain professional competence in it;” “perform judicial duties without bias or prejudice;” and further states as follows:

CANNON 3

D. Disciplinary Responsibilities.

(1) A judge who has knowledge or who receives reliable information that another judge has committed a violation of this code shall take or initiate appropriate action. A judge who has knowledge or who receives reliable information that another judge has committed a violation of this code that raises a substantial question as to the judge's honesty, trustworthiness or fitness as a judge in other respects shall inform the appropriate authority.

APPLICATION OF THE CODE OF JUDICIAL CONDUCT

A. Judge. Anyone, whether or not a lawyer, who is an officer of a judicial system and who performs judicial functions, including an officer such as a justice of the peace, magistrate, court commissioner, special master, hearing officer or referee, is a judge within the meaning of this code. All judges shall comply with this code except as provided below.

Arizona Supreme Court Rule 81 also provides appropriate action be taken against [redacted] a lawyer, for his egregious violations of professional conduct, as set out herein.

CANNON 3

D. Disciplinary Responsibilities.

(2) A judge who receives information indicating a substantial likelihood that a lawyer has committed a violation of the Rules of Professional Conduct should take appropriate action. A judge having knowledge that a lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects shall inform the appropriate authority.

However wrong, it is one thing for a judge/justice/pro tem to fail to adhere to the laws governing judicial proceedings and judicial conduct—one could always claim inadvertence or error; however it is quite another to *deliberately* conduct a judicial proceeding with open, repeated and flagrant contempt and disregard for the laws and rules governing such proceedings, after same has been strenuously objected to and challenged in writing in the pleadings and in open court, as evidenced on the face of the record in [] COUNTY [] JUSTICE COURT, CASE NO. []

I have reviewed the following COMPLAINT and the facts stated therein are true and correct to the best of my knowledge, stated *without* the United States.

Dated this twenty-fifth day of the first month, two thousand six.

COMPLAINT

1. HISTORY OF CASE PRIOR TO COURT APPEARANCE

1. [] above-signed, first became aware of "FORCIBLE DETAINER SUMMONS AND COMPLAINT SPECIAL"—consisting of a "SUMMONS" and "COMPLAINT" (attached hereto as Exhibit A), naming an [] as "DEFENDANT"—when an abandoned paper, purporting to be such, was discovered affixed to her front door, on or about [] where she had been living alone and paying rent since []
2. [] recognized the document to be a false, uttered instrument, bearing a signature of a stranger, [] ostensibly attempting to pass same as genuine and true, for the following reasons:
 - 2.1 The face of the "SUMMONS" failed to state any lawful authority, whatsoever; additionally, summons by private, for-profit, foreign corporation, "STATE OF ARIZONA" is not granted any authority, whatsoever, by the Arizona Constitution, and is not representative of the people On the soil or "The State of Arizona", so empowered by Article 6, Section 25, which [] [] has every right and expectancy to rely upon. Wherein "SUMMONS" was not by the authority of "The State of Arizona" and cited no lawful authority, whatsoever, [] [] could see no evidence that putative document wielded any valid, legal or lawful power or authority.
 - 2.2 The "COMPLAINT"—signed under penalty of perjury by an unknown party, wholly unknown to []—claimed "Non-Payment" of rent for [] AZ" as the basis of the purported claim. Since [] rental agreement is a private

contract between herself and [redacted] and since [redacted] had indeed made each and every rent payment, there was no doubt but that the stranger, [redacted]—fraudulently swearing out an affidavit as to facts which he could not possibly have first-hand knowledge— could constitute nothing other than perjury and the perpetration of fraud upon [redacted] and the court.

2.3 [redacted] whose idem sonans fiction, [redacted] was named as purported "PLAINTIFF", was under obligation to rent the premises to [redacted] for a period of *not less than one year*, until [redacted]. Evidence of that contractual agreement were the rental checks which [redacted] received and cashed each and every month, until [redacted] when she REFUSED the payments (evidenced in writing by witness, United States Postal Service) and apparently hired a third party, [redacted] (evidenced on face of "COMPLAINT") to accomplish impairment of contract by illegally, unlawfully and fraudulently conspiring in a scheme whereby [redacted]—with no first hand knowledge of [redacted] commercial affairs—fraudulently swore out an affidavit effectually accomplishing impairment of contract in favor of [redacted] and to [redacted] detriment. Mr. [redacted] swore, in front of a notary public, under penalty of perjury (evidenced on fact of "COMPLAINT") that intent to terminate occupancy" was due to "Non-Payment". However, [redacted] is in receipt of the CERTIFIED MAIL, RETURN RECEIPT REQUESTED mail containing her [redacted] payment which, the post office reflects, [redacted] REFUSED. [redacted] is in receipt of that envelope UNOPENED which, when opened in front of appropriate witnesses and notary, will reveal that (1) the rent payment was indeed made, and made timely; (2) [redacted] refused to accept it; and, therefore, that (3) [redacted] and [redacted] conspired to make a false claim and perpetrate a fraud and a swindle upon [redacted] utilizing subscribed and sworn statement, in front of a notary public: perjury, and perpetration of fraud upon [redacted] and the court. To date, the above-referenced court REFUSED to allow [redacted] to enter this conclusive evidence controverting [redacted] fraudulent "COMPLAINT" (perjury).

3. After nearly six months of paying rent, and due to [redacted] refusal to cooperate or make repairs materially affecting health and safety, which she promised to do at the inception of the rental agreement, and due to [redacted] having to pay for some of the costly repairs out of her own pocket, [redacted] notified the City of [redacted] and filed a formal complaint with them, documentary evidence of which was entered on the record in the instant matter. Subsequently, [redacted] learned that the public records of the City of [redacted] reflect that [redacted] has no less than [redacted] complaints filed against her, during the period of approximately [redacted] through [redacted] for various violations of building codes materially affecting health and safety, to wit: CITY OF [redacted] VIOLATION STATUS REPORT ACTIVITY NOS.: [redacted]

4. Under force-of-arms terrorism, [redacted] made *restricted appearance only* in said JUSTICE COURT CASE NO. [redacted] said *restricted appearance did not confer jurisdiction upon the court*. The term *force of arms terrorism* is not intended as theatrics, but is merely accurate, because a purported "SUMMONS" lacking any lawful authority on its face, whatsoever, failing to conform with Article 4, Section 24 and Article 6, Section 25 of the Arizona Constitution, naming only idem

sonans corporate fictions, attaching a sworn affidavit by a mere attorney, without first-hand knowledge, perjury, and yet backed by a force-of-arms police state does indeed constitute terrorism and suspension of due process of law

TER•ROR•ISM *noun* 1. The act of terrorizing. 2. A system of government that seeks to rule by intimidation. —Funk and Wagnalls New Practical Standard Dictionary (1946) (emphasis added)

II. COMPLAINT OF JUDICIAL MISCONDUCT - [redacted]

5. This action first came before the court on [redacted] at which time [redacted] appeared with three witnesses. The "COMPLAINT" specifically stated "Non-Payment" of rent as the SOLE basis for the action and no citation of violation of any lawful authority whatsoever. Therefore, [redacted] proffered evidence to the court of proof of timely payment in the form of certified mailing to [redacted] which mailing was REFUSED by [redacted] purported "Plaintiff". [redacted] had in hand the certified mail returned from the post office UNOPENED. Opening the evidence in open court would have demonstrated incontrovertible and conclusive evidence that [redacted] had indeed made the payment and would have provided CONCLUSIVE EVIDENCE of FRAUDULENT "COMPLAINT" and the perpetration of fraud and swindle against [redacted] and the court. However, [redacted] REFUSED to allow [redacted] to put her evidence on the record! Barring [redacted] material evidence controverting fraudulent claim consisting simply as "Non-Payment," at a proceeding which the SUMMONS indicated was a "TRIAL", stating no violation of any law or any statute authorizing right to relief, remedy or the exercise of a claim, is evidence of bias and prejudicial conduct by [redacted]. The above-signed can see no evidence that compelling [redacted] by force of arms, to appear for "TRIAL" and then blocking [redacted] ability to controvert the fraudulent claim of "Non-Payment" does not in fact constitute conducting judicial favors from the bench AND protecting [redacted] from the consequences of the penalties of PERJURY.

6. [redacted] brought to the court's attention the fact that the Complaint was NOT verified, as required by law, A.R.S. §12-1175, which states as follows:

12-1175. Complaint and answer; service and return

A. When a party aggrieved files a complaint of forcible entry or forcible detainer, in writing and under oath, with the clerk of the superior court or a justice of the peace, summons shall issue no later than the next judicial day.

7. **By law,** [redacted] could not possibly have acquired jurisdiction and subject matter jurisdiction in a matter wherein the "COMPLAINT" failed to bear verification, under oath by the party aggrieved. [redacted] knows the law and knows the law very well; [redacted] knew he had before him a deficient and fatally-defective "COMPLAINT" because [redacted] is an expert in the law AND because [redacted] brought the provisions of A.R.S. §12-1175 to his attention. Therefore, [redacted] cannot claim inadvertence or excusable neglect for proceeding wherein the Court could not have acquired a justiciable controversy, establishing subject matter jurisdiction, arising out of a deficient and fatally-defective "COMPLAINT."

8. [redacted] was prohibited by law (A.R.S. §33-1381) from feigning forcible detainer action after [redacted] had filed formal notice—within the last three months— with the City of [redacted] against [redacted] for failure to comply with the mandates of A.R.S. 33-1324 necessitating landlord comply with requirements of applicable building codes materially affecting health and safety. [redacted] brought these facts to [redacted] attention at what the SUMMONS stated

was a "TRIAL"; however, [redacted] insinuated that the burden was upon [redacted] to go and file some type of action at some other place or with some other bureaucrat—all in vague terms. NONSENSE! It was not incumbent upon [redacted] to perform any gymnastics or waste her time jumping through hoops for anybody! **FACT: By law** [redacted] was barred from bringing forcible detainer action. The law, which [redacted] brought to [redacted] attention, is as follows:

33-1381. Retaliatory conduct prohibited

A. Except as provided in this section, a landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for possession after any of the following:

1. The tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health and safety.
2. The tenant has complained to the landlord of a violation under section 33-1324.
3. The tenant has organized or become a member of a tenants' union or similar organization.
4. The tenant has complained to a governmental agency charged with the responsibility for enforcement of the wage-price stabilization act.

B. If the landlord acts in violation of subsection A of this section, the tenant is entitled to the remedies provided in section 33-1367 and has a defense in action against him for possession. In an action by or against the tenant, evidence of a complaint within six months prior to the alleged act of retaliation creates a presumption that the landlord's conduct was in retaliation. The presumption does not arise if the tenant made the complaint after notice of termination of the rental agreement. "Presumption", in this subsection, means that the trier of fact must find the existence of the fact presumed unless and until evidence is introduced which would support a finding of its nonexistence.

33-1324. Landlord to maintain fit premises

A. The landlord shall:

1. Comply with the requirements of applicable building codes materially affecting health and safety.
2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.
3. Keep all common areas of the premises in a clean and safe condition.
4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by him.

33-1316. Separation of rents and obligations to maintain property forbidden

A rental agreement, assignment, conveyance, trust deed or security instrument may not permit the receipt of rent free of the obligation to comply with section 33-1324, subsection A.

9. [redacted] *knows the law* and *knows the law very well* because [redacted] *is an expert in the law.* [redacted] cannot feign mistake or inadvertence. At this point, [redacted] *knew* he had before him (1) an unverified "COMPLAINT", therefore deficient and fatally defective, and, therefore; (2) inability to acquire jurisdiction and subject matter jurisdiction involving fatally defective "COMPLAINT" and non-justiciable controversy; (3) a non-party—not a party aggrieved—who fraudulently signed an Affidavit, falsely verifying facts stated in the "COMPLAINT" to which that party did not have first-hand knowledge, constituting perjury, conspiracy, frauds and swindles and a host of other penalties punishable by imprisonment, fines or both; and (4) direct violation of the law, specifically, A.R.S. §33-1381, in black-and-white, right under his nose, *prohibiting* the purported "Plaintiff" from coming into court with unclean hands, without required fulfillment of obligation of good faith and feigning the "right" to file a detainer action. [redacted] *knows the law:*

33-1311. Obligation of good faith

Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement.

Clean hands doctrine. Under this doctrine, equity will not grant relief to a party, who, as actor, seeks to set judicial machinery in motion and obtain some remedy, if such party in prior conduct has violated conscience or good faith or other equitable principle. *Franklin v. Franklin*, 365 Mo. 442, 283, S.W.2d 483, 486. One seeking equitable relief cannot take advantage of one's own wrong. *Fair Automotive Repair Inc. v. Car-X Service Systems, Inc.*, 2 Dist., 128 Ill.App.3d 763, 84 Ill.Dec. 25, 471 N.E.2d 554, 558. —*Black's 6th*

unclean hands. Within the meaning of the maxim of equity requiring one who comes to it for relief to come with clean hands and an apparently clear conscience, the term unclean hands is a figurative description of a class of suitors to whom a court of equity as a court of conscience will not even listen, because the conduct of such suitors is itself unconscionable, that is, morally reprehensible as to known facts. 19 Am Jur 329. —*Ballentine's*

10. In other words, [redacted] knew that the "COMPLAINT" before him was deficient and fatally defective and could *not* have issued, unless [redacted] perpetrated a fraud upon the issuing clerk and court. The law (A.R.S. §12-1175, supra ¶6) instructs the clerk to issue summons *only after* a party aggrieved (having first-hand knowledge and suffering damage/injury) files a complaint in writing and *under oath*. [redacted] is an expert in the law and could easily recognize [redacted] sleight-of-hand fraud, wherein [redacted] pretended to be the party aggrieved without naming himself as the "Plaintiff." The above-signed can find no evidence that in addition to fraud, this does not constitute conspiracy between [redacted] and [redacted] to defraud [redacted] and impair the obligation of private contract. [redacted] knows the law and knows the law very well:

A.R.S. §47-1201(2)

"Aggrieved party" means a party entitled to resort to a remedy.

11. The judicial record in the above-referenced matter does not indicate that [redacted] was "a party entitled to resort to a remedy", nor did the "COMPLAINT" cite any lawful authority granting [redacted] the right to claim relief and/or remedy.
12. The lease agreement between [redacted] and [redacted] was undisputed (stipulated) between the parties, as evidenced on the face of the "COMPLAINT". By virtue of that agreement and her timely monthly payments, [redacted] had possessory rights. Possessory rights cannot be set aside with detainer action:

12-1173.01. Additional definition of forcible detainer

§. The remedies provided by this section do not affect the rights of persons in possession under a lease or other possessory right which is superior to the interest sold, forfeited or executed upon.

13. [redacted] knows the law and knows the law very well; [redacted] knew that a forcible detainer action could not be utilized by a party to effectuate impairment of the obligation of contract.

Impairing the obligation of contracts. A law which impairs the obligation of a contract is one which renders the contract itself less valuable or less enforceable, whether by changing its terms and stipulations, its legal qualities and conditions, or by regulating the remedy for its enforcement.

To "impair the obligation of a contract", within prohibition of Art. I, § 10, U.S. Const., is to weaken it, lessen its value, or make it worse in any respect or in any degree, and any law which changes the intention and legal effect of the parties, giving to one a greater and to the other a less interest or benefit, or which imposes conditions not included in the contract or dispenses with the performance of those included, impairs the obligation of the contract.

A statute "impairs the obligation of a contract" when by its terms it nullifies or materially changes existing contract obligations. —*Black's Sixth Edition*

impairment of obligation of contracts. Within the meaning of the "contract clause" of the Federal Constitution, article I, section 10, the obligation of a contract is impaired by a law subsequent to the contract directly annulling it, or changing its terms by adding or releasing material conditions, provisions or stipulations or by changing the remedy for a breach of the contract so that the new remedy is not substantially equivalent to the old one. See 12 Am Jur 18, 19.

See **contract clause; Dartmouth College Case.** —*Ballentine's Second Edition*

14. Had [redacted] allowed [redacted] to present her documentary and conclusive evidence, [redacted] would have had before him not only evidence of contract (undisputed, stipulation of the parties), but also proof that the payments, pursuant to the contract were indeed made and made timely, and [redacted] would not have had a justiciable controversy before him for forcible entry and detainer, [redacted] non-judicial conduct was extremely biased and prejudicial, constituted belligerent denial of due process of law, backed by force of arms (terrorism) and did not afford [redacted] equal protection in the law, in flagrant violation of his oath of office and oath to the Arizona Constitution and original Constitution, binding upon him.
15. Compelling [redacted] to appear for a "TRIAL" on [redacted] which never took place and effectively barring her RIGHT to controvert the fraudulent, fatally defective claim, identified only as "Non-Payment" constituted suspension of due process of law and [redacted] unalienable rights. The "TRIAL" had to address either breach of law or contract. It addressed neither. Even the SUMMONS and "COMPLAINT" are conspicuously VOID of any lawful authority or specific breach of any law. [redacted] simply exercised edicts and orders, contrary to law and backed by force-of-arms (terrorism), suspended due process of law and [redacted] unalienable rights, as afore-described, tantamount to imposition of SLAVERY, involuntarily and without [redacted] free will and volition. Only slaves have no rights. SUSPENSION OF RIGHTS = INVOLUNTARY SERVITUDE AND SLAVERY, all prohibited at 18 U.S.C. §1581, et seq., all punishable by fines, imprisonment, or both.
16. At the purported "TRIAL" on [redacted] and [redacted] [redacted] were found out and had no defense (conspicuous and obvious on the face of the record and the proceedings). [redacted] continued the "trial" until [redacted] effectively affording [redacted] unfair advantage and the opportunity to devise further mischief in defense of her unsupported claim. Wherein [redacted] *knows the law, knows the law very well and is an expert in the law, he knew* the court *could not* continue the persecution of [redacted] illegally and unlawfully by compelling her, by force of arms to appear and defend AGAIN in another "trial" without verified claim bearing *signature of the aggrieved party under oath*, and all the other deficiencies set out herein. Additionally, [redacted] *knew* that **by law** he was **prohibited** from continuing the "trial" *except* in the manner prescribed *by law*, for good cause and supported by affidavit. The public judicial record reflects there is in fact no affidavit showing any type of "cause" whatsoever.

12-1177. Trial and issue; postponement of trial

A. On the trial of an action of forcible entry or forcible detainer, the only issue shall be the right of actual possession and the merits of title shall not be inquired into.

B. If a jury is demanded, it shall return a verdict of guilty or not guilty of the charge as stated in the complaint. If a jury is not demanded the action shall be tried by the court.

C. For good cause shown, supported by affidavit, the trial may be postponed for a time not to exceed three calendar days in a justice court or ten calendar days in the superior court.

17. [redacted] knows the law and knows the law very well; [redacted] knew that there could be no conceivable basis for maintaining a cause of action wholly *fraudulent!* But, the record reflects, *he did it anyway*, without adhering to the mandates of the A.R.S. §12-1177(C), *supra*. Additionally, stipulation of parties regarding existence of contract (on the record) and proof of [redacted] [redacted] non-breach of that contract (timely payments) would have established her possessory rights and the inappropriateness of a forcible detainer action, constituting nothing more than *retaliation*—exactly as stated by statute (A.R.S. §33-1381(B), *supra* ¶8). No lawful authority empowered [redacted] to overthrow the dictates of A.R.S. §12-1177(A) and (C), *supra*.
18. [redacted] has either taken an oath to support the Arizona Constitution and the original Constitution or he is illegally and unlawfully holding office. The Constitutions state that ANY law in ANY state which purports to abridge ANY right of the people is NULL and VOID — the bankruptcy proceeding of the private, for-profit United States corporation, and its instrumentalities notwithstanding. It is NOT incumbent upon [redacted] to compile a thorough *exegesis* of every law and supreme court decision concerning these FACTS. Settled law is settled law. [redacted] [redacted] did not have the standing to compel [redacted] to appear and answer a cause of action failing to even cite lawful authority ANYWHERE on the face of the SUMMONS and without VERIFIED COMPLAINT. If the purported “party aggrieved” could not, or would not, affix signature under oath—and the record reflects the Plaintiff indeed could not or would not—then [redacted] had no standing to compel [redacted] to appear and defend *anything*. Those are her rights—OPINIONS of [redacted] to the contrary notwithstanding. [redacted] had no authority whatsoever to overthrow well-settled law and [redacted] unalienable rights.

Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them. Miranda v. Arizona, 384 U.S. 436, 491

19. Contrary to [redacted] modus operandi, he *cannot* contrive or construe rules of civil procedure to abridge or modify any substantive right of [redacted]. In fact, the rules of procedure *did not* grant [redacted] any authority whatsoever to compel [redacted] to appear and answer a non-verified complaint. Rule 11 states . . .

(a) Signature. . . Except when otherwise specifically provided by rule or statute, pleadings need not be verified or accompanied by affidavit. (emphasis added)

and Complaints must be verified in EVERY case because the supreme law of the land *guarantees* rights cannot be abridged or suspended, and, in the instant case, A.R.S. §12-1175 (*supra*, ¶6), governing forcible detainer proceedings, *mandates* that necessary requirement. The reasoning behind the requirement is so fundamental. Who, but an idiot or a moron, could not grasp the consequences of giving any credence to an unverified claim! *Does equal protection in the law ring any bells?*

20. Clearly, the record reflects [redacted] acted without any lawful authority whatsoever, and in complete defiance and overthrow of the statutes governing forcible detainer actions, as well as suspension of due process of law and [redacted] unalienable rights. There is no evidence of equal protection in the law. THE FACTS ARE THE RECORD AND THE RECORD IS THE FACTS.

III. COMPLAINT OF JUDICIAL MISCONDUCT - [redacted]

- 21. The foregoing indictment against [redacted] is incorporated herein against his accomplice and successor, [redacted]
- 22. [redacted] filed formal Counterclaim, Declaration and True Bill by Restricted Appearance on or about the [redacted] with a copy hand-delivered to the pretended aggrieved party, [redacted] and a certified copy mailed to the purported "Plaintiff", [redacted]. The counterclaim was supported by documentary evidence, including but not limited to PROOF OF PAYMENT OF RENT and CERTIFIED MAIL RECEIPT. The Counterclaim, by restricted appearance did not confer jurisdiction upon the court. Neither of the pretended parties—neither the one who committed perjury by Affidavit without first-hand knowledge, nor the one who would not and could not verify her own putative "claim"—provided rebuttal of the counterclaim, based upon *first-hand knowledge*, with facts and/or supporting documentary evidence that the counterclaim was substantially and/or materially false, sufficient to overcome the facts and evidence therein. THE FACTS ARE THE RECORD AND THE RECORD IS THE FACTS. [redacted] un-controverted counterclaim stands as truth.
- 23. On [redacted], [redacted] made restricted appearance at the second "TRIAL" in the above-referenced matter, with five witnesses, before [redacted] who admitted that he read the counterclaim, "word for word" (or to that effect) and proceeded to summarily and arbitrarily dismiss [redacted] verified claim with supporting evidence! [redacted] did not have legal or lawful authority to bar/block/hinder/dismiss/toss out or ignore [redacted] counterclaim and her documentary evidence! [redacted] *knows the law; and knows the law very well.* [redacted] *knew* the provisions of the Arizona Revised Statutes, binding upon *him*, are as follows:

22-201. Jurisdiction of civil actions

A. Justices of the peace have jurisdiction only as affirmatively conferred on them by law. [In this case, "by law" is after acquiring subject matter jurisdiction over a justiciable controversy by VERIFIED COMPLAINT, UNDER OATH by a PARTY AGGRIEVED!]

G. If in any action before a justice of the peace a party files a verified pleading which states as a counterclaim a claim in which the amount involved, exclusive of interest and costs, is more than ten thousand dollars, the justice of the peace shall certify this in the docket, at once stop further proceedings in the action and forward all papers, together with a certified copy of the docket entries in the action, to the superior court, where the action shall be docketed and determined as though originally brought in the superior court. The party shall pay to the clerk of the superior court the same fees required to be paid by a defendant, and no other party in the action before the justice of the peace shall be required to pay any sum. If the party is finally adjudged to be entitled to recover on the counterclaim, exclusive of interest and costs, ten thousand dollars or less, the superior court may deny costs to the party and may, in addition, impose costs, including reasonable attorney fees, on the party. The superior court shall have original jurisdiction of the action, but it may at any time in furtherance of convenience or to avoid prejudice, or if it appears that the amount involved in the counterclaim, exclusive of interest and costs, is ten thousand dollars or less, remand the action, or any claim or counterclaim of which the justice court has jurisdiction, to the justice court and may order costs.

H. The justice of the peace may require arbitration or other dispute resolution methods that are approved by the supreme court in all civil actions, except forcible entry or detainer actions.

- 24. The state legislature mandated that [redacted] at once STOP further proceedings in the above-reference matter and adhere to the dictates of A.R.S. §22-201! He did not. He in effect proceeded as the law unto himself. Counterclaim was [redacted] claim and property; [redacted] had no legal or lawful authority to supercede due process of law, suspend equal protection in the law, dismiss the mandatory requirement for point-by-point rebuttal and capriciously and arbitrarily ignore

the strictures of A.R.S. §22-2011 [redacted] *knows the law, knows the law very well, and is in fact an expert in the law.* [redacted] can see no evidence that [redacted] violation of all of the foregoing do not in fact constitute not only judicial misconduct but also a host of criminal violations, including but not limited to conspiracy against rights and deprivation of rights under color of law. By what authority does [redacted] exceed lawful authority? How is there equal protection in the law, if [redacted] can arbitrarily ignore the law? As will demonstrate herein, [redacted] record in the instant matter documents egregious overthrow of every statute, law and rule applicable and invoked.

25. Unless the record was illegally and/or unlawfully expunged, the record reflects [redacted] Counterclaim was accompanied by documentary evidence of payment which the perjuring party, and stranger to the facts, [redacted] merely "denied!" Only a kangaroo court proceeding would allow such a ridiculous travesty of justice. **PROOF OF PAYMENT IS PROOF OF PAYMENT! FACT:** [redacted] presence in [redacted] courtroom was compelled by force of arms *without* a verified complaint, and, therefore, without jurisdiction, without a justiciable controversy, without subject matter jurisdiction and with no description of any violation of any law whatsoever—"Non-Payment" *in fact* is *not* a violation of any law. **FACT:** Where there was indeed *proof of timely payment*, there was in fact no evidence of "Non-Payment," and, therefore, *no* evidence of breach of contract by [redacted] and, therefore, no evidence that [redacted] did not in fact lawfully retain possessory rights. And who could testify to the contrary? Who could impair the obligation of contract? Could [redacted]? No, but he did. Could [redacted]? No, but he did. Could [redacted]? No, but he also did. It is well documented that the purported "Plaintiff", [redacted] did *not* verify the "COMPLAINT." She had plenty of time to cure the deficiency, but she would not and/or could not. Her unverified "COMPLAINT" does not constitute testimony or evidence—merely deficiency and fraud. **If the payment or "Non-Payment" was NOT material—in a cause of action stating "Non-Payment" as the sole cause of action—than what was the basis for the "COMPLAINT?!** Under force of arms, [redacted] was compelled to defend and answer a "COMPLAINT" so deficient, an attorney—[redacted] [redacted]—had to *LIE (perjury)* and the pretended "Plaintiff" could not *verify* the purported "claim" or cite a specific violation of any law **WHATSOEVER**, in a Court exercising confidence in *force-of-arms terrorism tactics* in the place and stead of its ability to acquire *subject matter jurisdiction*, illegally and unlawfully empowering itself, *carte blanche*, with authority to hide, conceal and bar any evidence whatsoever—including [redacted] Counterclaim controverting the wholly deficient and fatally-defective "COMPLAINT"—or any other documentary evidence she proffered. **WHY** did the [redacted] COUNTY [redacted] JUSTICE COURT waste time with a *dog-and-pony show* "TRIAL"? No one was fooled! No amount of such a farce conceals the fact that the power wielded by [redacted] and [redacted] [redacted] in the instant case, constituted a "law" and power unto themselves whereby they utilized a standing police state to perform their bidding without lawful authority or due process of law. **THE FACTS ARE THE RECORD AND THE RECORD IS THE FACTS.**

26. In open court, [redacted] summarily dismissed the fact that the "COMPLAINT" was not verified as required by law and flippantly informed that "attorneys can do that", all in violation of A.R.S. §12-1175 (supra, ¶6) and Rule 11 (supra, ¶19), the mandates of due process of law, and oath to uphold the Arizona Constitution and original Constitution—all in fact *binding upon him*. Since [redacted] *knows the law, knows the law very well and is an expert in the law* he has no defense for egregious deprivation of [redacted] rights under color of law and overthrow of the state and federal

laws and due process thereof. If [redacted] could make a claim to such a "law", then WHERE IS IT? It was NOT incumbent upon [redacted] to go out and *find it!* Understandably, the record does not reflect [redacted] was able to cite any lawful authority for his unlawful and illegal mock, kangaroo court proceedings. If [redacted] could not state his lawful authority for such a bizarre claim—that an attorney could sign an affidavit without first-hand knowledge and in defiance of law(s) requiring actual signature of party aggrieved under oath—then he has in fact deliberately *lied*, under color of law. Basic common sense, the precepts of law and the strict rules governing affidavits *require* that sworn statements be made *only* by those parties having actual first-hand knowledge of the facts—and flippant statements to the contrary by [redacted] from the bench, wherein there is no such law or any such nonsense, demonstrates his contempt for the law and [redacted] and the kangaroo-court nature of his proceedings. It *is* incumbent upon [redacted] to act *only* within the bounds of the law and his office and to cite and explain his lawful authority for his findings, decisions, orders, etc. binding upon [redacted]. If he cannot cite lawful authority, his orders are baloney and no one can be bound by unstated authority. The supreme court has admonished the people to question and to know the authority of public officials—including the judiciary. However, [redacted] has forcibly imposed his unsupported and insupportable "findings" without the law, upon [redacted] merely upon his say-so and after he has flagrantly and demonstrably exhibited his inability and/or refusal to "*respect and comply with the law.*" [redacted] is one of the sovereign people and has a RIGHT to rely upon published and promulgated law and *equal protection of the law.* [redacted] had *better* have a lawful authority or assume unlimited liability for his commercial trespasses without the law. What is an outlaw?

"Whatever the form in which the Government functions, anyone entering into an arrangement with the Government takes the risk of having accurately ascertained that he who purports to act for the Government stays within the bounds of his authority...and this is so even though as here the agent himself may have been unaware of the limitations upon his authority." Federal Crop Insurance v. Merrill, 332 U.S. 380, 384

All persons dealing with public officers are bound to take notice of the law prescribing their authority and powers. State ex rel. McConnell v. First State Bank, 22 Tenn. App. 577, 124 SW 2d 726, 733

"Public officers are merely the agents of the public, whose powers and authority are defined and limited by law. Any act without the scope of the authority so defined does not bind the principal, and all persons dealing with such agents are charged with knowledge of the extent of their authority." Continental Cas. Co. v. United States, 113 F.2d 284 5th Cir. 1940)

27. The public judicial record indicates that [redacted] proceeded without having before him a *justiciable controversy*, without which neither he, nor his predecessor, could possibly acquire subject matter jurisdiction. The record in fact reflects no actual claim of right, real and substantial, constituting a *justiciable controversy*, wherein [redacted] could not and would not sign the "COMPLAINT" under oath without committing perjury, and wherein both [redacted] and [redacted] used their judicial power to hide, conceal and bar the conclusive evidence (proof of timely payment; proof of refusal by United States Postal Service, Counterclaim attaching documentary evidence) proffered by [redacted]
28. The Arizona Revised Statutes, Title 47, governing discharge and payment, was applicable to [redacted] tender of payment, pursuant to her *private contract*—to which Messrs. [redacted] [redacted] were *not* parties thereto—and the evidence which [redacted] and [redacted] unlawfully suppressed is and was conclusive, documentary evidence that the claim of debt, which the purported "Plaintiff" refused to verify, was indeed DISCHARGED by [redacted]

Check Nos. [redacted] timely tendered during [redacted] If there was discharge of the purported debt, there was no cause of action. If the LAWS are all OUT THE WINDOW, what is the [redacted] County conglomeration of courts and its agents [redacted] adjudicating—the doctrines of Dr. Sues, or perhaps the IMF and the real parties in/of interest thereof? The record reflects that [redacted] literally conducted a sham proceeding wherein they denied the applicability of each and every Arizona Revised Statute invoked herein governing Landlord/Tenant and Forcible Entry Detainer actions—even those governing the tender of payment and discharge of debt. The record reflects [redacted] courtroom proceeding in the instant matter was governed solely by his personal opinions, contrary to every applicable lawful authority invoked. Not *once* has he stated lawful authority. [redacted] has a right and expectancy to rely upon the published and promulgated laws. Contrary to [redacted] [redacted] opinions, here is what the law states regarding discharge of debt and tender of payment:

§3601. Discharge and Effect of Discharge.

A. The obligation of a party to pay the instrument is discharged as stated in this Article or by an act or agreement with the party which would discharge an obligation to pay money under a simple contract.

§3602. Payment

A. Subject to subsection B, an instrument is paid to the extent payment is made by or on behalf of a party obliged to pay the instrument, and to a person entitled to enforce the instrument.

§3603. Tender of Payment

A. If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.

B. If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

C. If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

29 [redacted] have a contractual lease agreement (stipulated on the record). [redacted] had made each and every payment and made them timely—this is true regardless of [redacted] every effort to suppress the evidence. [redacted] has refused to accept [redacted] payments—and this occurred only after [redacted] was forced to report [redacted] to the City of [redacted] for on-going violations of §33-1324, supra ¶8, materially affecting health and safety and after [redacted] has had to make costly repairs of the deficiencies of [redacted] real estate investment out of her own pocket. The law is clear: *when tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, and the tender is refused, there is discharge.* Both [redacted] [redacted] know the law, know the law well and had an obligation to respect, comply and adhere to that law, which [redacted] had a RIGHT to rely upon. [redacted] believes an inquiry should be made to ascertain which laws—if any—[redacted] acknowledge and comply with. The public judicial record reflects that [redacted] have literally overthrown or suspended every lawful authority documented herein in the instant matter. THE FACTS ARE THE RECORD AND THE RECORD IS THE FACT.

30. In open court, [redacted] admitted that he had read [redacted] Counterclaim. The record before [redacted] reflected documentary evidence of the claim which [redacted] filed with the city, on or about [redacted]—approximately three months prior to filing of the “COMPLAINT” in the above matter. [redacted] *knows the law and knows the law very well; [redacted] is an expert in the law.* [redacted] *knew* that the provision of A.R.S. §33-1381, supra ¶8, *prohibited* retaliative conduct and the “*bringing or threatening to bring an action for possession after . . . the tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health and safety.*” Furthermore, [redacted] *knew* that the statute directed that the filing of the instant action in the above matter would construe to “create the presumption that the landlord’s conduct was in retaliation,” and that [redacted] had a defense in the action against her, pursuant to the provisions of A.R.S. §33-1381B. The *law* is clear: Landlord *cannot* file forcible detainer action within six months of tenant’s complaint against landlord for violations materially affecting health and safety AND any action by landlord within six months is evidence of retaliation (A.R.S. §33-1381). Landlord retaliation breaches fulfillment of obligation of good faith (A.R.S. §33-1311) and entitles tenant to two months’ periodic rent or twice the actual damages sustained by him, whichever is greater (A.R.S. §33-1367). Failure to fulfill obligation of good faith bars the landlord from exercising rights or remedies (A.R.S. §33-1311), including filing of a forcible detainer action. The face of the public record does not reflect [redacted] entitlement to exercise *any* right to remedy, whatsoever, pursuant to any lawful authority and her compliance therewith or pursuant to any violation of any law, whatsoever, by [redacted] wherein the public, judicial record reflects no lawful violations or authorities, the public record reflects that [redacted] findings on [redacted] behalf could be construed only as conducting favors from the bench.

31. **The public judicial record and the proceedings reflect that [redacted] denied and blocked every attempt by [redacted] to introduce the Arizona Revised Statutes governing forcible retainer actions. [redacted] attempted to introduce the laws governing forcible detainer because she had to GUESS what violations of the law she was being “TRIED” for and did not have a clue what rights to remedies [redacted] (only a “party aggrieved” can file complaint - A.R.S. §12-1175) was claiming, by law, because neither [redacted] nor [redacted] nor [redacted] would adhere to any due process of law requirement disclosing those facts material to her defense, rights or remedies in the instant action. The public, judicial record, made by [redacted] reflects his contempt for the law binding upon him and his refusal to even acknowledge it. [redacted] and his predecessor, [redacted] made it clear to [redacted] in their own words, that she had “no standing.” [redacted] is a sovereign On the soil and does not “reside” in the “land and water and the air space above the land and water.” If she has no standing in the court of fiction (granted) in the land and water and the air space above the land and water (ostensibly with Peter Pan and Tinkerbell) then neither [redacted] nor [redacted] had any standing to use force of arms (terrorism) to compel her into their jurisdiction, governing only fictions, where it was their intention to do none other than fleece her, cause impairment of the obligation of her private contract, conduct profiteering for the private, for-profit corporation STATE OF ARIZONA and advance their own salaries (A.R.S. §22-125).**

A.R.S. §13-108 Territorial Applicability

C. This state includes the land and water and the air space above the land and water.

Oregon Revised Statutes §323.101(8) and §459A.700(7)

“In this state” means within the exterior limits of the State of Oregon and includes all territory within these limits owned by or ceded to the United States of America.

131.205 "This state" means the land and water and the air space above the land and water with respect to which the State of Oregon has legislative jurisdiction.

- 32. Here is the well-established protocol for the administration of justice, which did not take place in [redacted] courtrooms:

Formal administrative adjudication shares with judge-supervised trials two key qualities that diminish need for individual suits to correct constitutional transgressions, that is, impartiality of decision maker and reliability of information forming basis of decision.

The first quality is fostered in formal agency adjudication by the checks and balances afforded when a different person assumes the roles comparable to those of prosecutor and judge, with the adjudicator independent of agency control.

The second quality is fostered by having the transcript and exhibits of oral and documentary evidence constitute the exclusive record on which the decision must be based. The decision maker must explain the decision with findings and conclusions. An adversarial procedure allows cross-examination of witnesses, a challenge to the government's theories, and the sobering requirement of airing these theories in a public forum. *Butz v. Economou, 438 U.S. at 512-13, 517 98 S.Ct. at 2913-14, 2916* (emphasis added)

- 33. As documented herein, and upon the public judicial record of the proceedings, here is actually what took place in the proceedings of the instant matter:

Kangaroo court. Term descriptive of a sham legal proceeding in which a person's rights are totally disregarded and in which the result is a foregone conclusion because of the bias of the court or other tribunal. *Black's 6th Edition*

kangaroo court. 1. A self-appointed tribunal or mock court in which the principles of law and justice are disregarded, perverted, or parodied. ... 2. A court or tribunal characterized by unauthorized or irregular procedures, esp. so as to render a fair proceeding impossible. 3. A sham legal proceeding. *Black's 7th Edition*

- 34. The record reflects the crowning glory of the whole sham: [redacted] entered a judgment in an action wherein there was NO VERIFIED COMPLAINT UNDER OATH BY PARTY AGGRIEVED, and, therefore, NO PLAINTIFF or VALID CLAIM and, therefore, NO JUSTICIABLE CONTROVERSY or SUBJECT MATTER JURISDICTION, and against a "Defendant" [redacted] [redacted] without the physical geographical borders of Arizona (NO JURISDICTION), who had never been served and never been noticed! THAT IS THE RECORD and THOSE ARE THE FACTS.

- 35. There are no lawful precedents for [redacted] courtroom antics. Wherein they have merely behaved as shrewd and ruthless businessmen, obviously conducting favors from the bench, they have in fact brought the judiciary into disrepute. The high courts dub their behavior as "judicial usurpation and oppression," and "a form of usurpation of power" and violating and trespassing the law."

The court never acquired jurisdiction of the defendant; hence the decree and the subsequent proceedings thereunder were invalid. In 21 R. C. L. 1262, it is said: "It is a principle that lies at the foundation of all jurisprudence in civilized countries that a person must have an opportunity of being heard before a court can deprive him of his rights. Any other doctrine would be antagonistic to our form of government, and to the provisions of our constitution. No court, in the ordinary administration of justice, in common law proceedings, can exercise jurisdiction over a person unless he shall voluntarily appear, or is found within the jurisdiction of the court, so as to be served with process. Therefore, in order to authorize a court to determine the adverse claims of parties

touching their rights in things, judicial process is indispensable. Until notice is given, the court has no jurisdiction in any case to proceed to judgment, whatever its authority may be, by the law of its organization, over the subject matter. Judgment without notice wants all the attributes of judicial determination; *it is judicial usurpation and oppression, and can never be upheld where justice is justly administered.* *Smith v. Smith, et al.*, 15 SW 2d. 747 (emphasis added)

No judgment of a court is due process of law, if rendered without jurisdiction in the court, or without notice to the party. The words "due process of law," when applied to judicial proceedings, as was said by Mr. Justice Field, speaking for this court, "mean a course of legal proceedings according to those rules and principles which have been established in our systems of jurisprudence for the protection and enforcement of private rights. To give such proceedings any validity, there must be a tribunal competent by its constitution — that is, by the law of its creation — to pass upon the subject matter of the suit; and, if that involves merely a determination of the personal liability of the defendant, he must be brought within its jurisdiction by service of process within the State, or his voluntary appearance." *Pennover v. Neff*, 95 U.S. 714, 733. *Scott v. McNeal*, 154 US 34

Private. Affecting or belonging to private individuals, as distinct from the public generally. *Not official; not clothed with office.* *People v. Powell*, 280 Mich. 699, 274 N.W. 372, 373 —*Black's Sixth Edition* (emphasis added)

Whether the court is one of general or limited jurisdiction, it is essential to the proper rendition of a judgment that it be given by a court of competent jurisdiction. **The rendition of a judgment without jurisdiction is usurpation of power, and makes the judgment itself coram non jure and ipso facto void.** 31 Am Jur §406 (emphasis added)

coram non jure. Before one who is not the judge. That is, before a court which has not jurisdiction of the matter. A proceeding had and determined by a court without such jurisdiction is said to be "coram non jure."

Acts done without jurisdiction. Where there is a want of jurisdiction over the persons, or over the cause, as if a justice should try a man for murder, or over the process, it is the same as though there was no court. See *Grumon v. Raymond*, 1 Conn. 40, 6 Am. Dec. 200. —*Ballentine's Second Edition* (emphasis added)

A judgment rendered without jurisdiction of the subject matter is void. The operation of this rule is not affected by the judicial discretion of a court. 31 Am Jur §408 (emphasis added)

One form of *usurpation of power* on the part of a court in rendering a judgment is where it attempts to disregard limitations prescribed by law restricting its jurisdiction. *Gray v. Clement*, 246 SW 940 (emphasis added)

It is well settled: **A judge proceeding without subject matter jurisdiction has not only violated the law, but is also a trespasser of the law.** See *Von Kettler et. al. v. Johnson*, 57 Ill. 109 (1870); *Elliott v. Peirsol*, 1 Pet. 328, 340, 26 U.S. 328, 340 (1828). (emphasis added)

A judge's allegation that he has jurisdiction is only an allegation. *Lombard v. Elmore*, 134 Ill.App.3d 898, 480 N.E.2d 1329 (1st Dist. 1985); *Hill v. Daily*, 28 Ill.App.3d, 202, 204, 328 N.E.2d 142 (1975)

Inspection of the record of the case has been ruled to be the controlling factor. If the record of the case does not support jurisdiction, then the judge has acted without jurisdiction. *The People v. Brewer*, 238 Ill. 472, 483 (1928)

36. [] "Judgment" entered against a party without the state, without having been served or appearing and defending, and without jurisdiction or subject matter jurisdiction makes him a trespasser, of the law, without authority of law, with full commercial liability for his egregious misconduct. [] [] can see no evidence that [] do not in fact qualify as those "*clever and unusually well-informed violators of constitutional rights*" which the supreme court states cannot escape punishment for their crimes.

[W]hen a public-official defendant [457 U.S. 800, 821] "knew or should have known" of the constitutionally violative effect of his actions. Ante, at 815, 819. This standard would not allow the official who actually knows that he was violating the law to escape liability for his actions, even if he could not "reasonably have been expected" to know what he actually did know. Ante, at 819, n.33 Thus the clever and unusually well-informed violator of constitutional rights will not evade just punishment for his crimes. I also agree that this standard applies "across the board," to all "government officials performing discretionary functions." Ante, at 818. *Harlow v. Fitzgerald*, 457 U.S. 800 (1982) (emphasis added)

IV. ADDITIONAL IRREFUTABLE FACTS AND EVIDENCE OF BIAS, PREJUDICE AND FLAGRANT, CONTEMPTUOUS DEPARTURE FROM LAW

37. Had [] conducted themselves and the instant proceeding *according to law*, without bias and prejudice, in the manner prescribed by the *Butz* court, supra ¶32, **they would have recognized the "SUMMONS" and "COMPLIANT"—failing to specifically state lawful authority for bringing the proceeding AND lawful authorities violated—as defective, fatally deficient and fraudulent.**

Fact: [] *know the law and are experts in the law.*

Fact: [] *knew that by law a party has a right to remedy afforded by A.R.S. 33-1377 only if that party has complied with the prerequisites of A.R.S. 33-1368 and only if violation of the provisions thereof have occurred.*

Fact: [] *knew that by law a party has a right to remedy afforded by A.R.S. 33-1485 only if that party has complied with the prerequisites of A.R.S. 33-1476 and only if violation of the provisions thereof have occurred.*

Fact: Due diligence and the fair, unbiased administration of the law and of justice would have required []—in the absence of any stated lawful authority or violations of law, whatsoever, cited on the face of "SUMMONS" and "COMPLAINT"—to *inquire and determine precisely what lawful authority and violations thereof [] was invoking and thereby claiming a right and demanding relief and remedy! How could [] possibly "respect and comply with the law," "be faithful to the law and maintain professional competence in it," "perform judicial duties without bias or prejudice," and administer justice with due process of law and equal protection in the law if there was in fact no Complaint in front of them, or any of the pleadings, invoking and citing lawful authority(ies) granting remedies to parties capable of claiming and exercising a right or rights, and specifically citing violations of specific law(s)? It is literally impossible for a defendant to answer or defend such a farce! However, the public judicial record in fact reflects that [] capriciously and arbitrarily subjected [] to such a sham, wherein they maintained a bogus cause of action, conducted a mock "TRIAL" and rendered a "Judgment", void ab initio, without findings of fact (specifically what statutes/laws were violated and by whom) and conclusions of any law (no citation of any lawful authority which granted [] the right to seek relief and remedy acquired only after [] compliance therewith).*

Fact: Failure to specifically state which statutes [] was invoking, granting her the right to seek a remedy, effectively excused her from demonstrating to the court that she had

complied with the necessary prerequisites of A.R.S. §§33-1368 and 33-1476 and that she was eligible to claim a right and seek relief. Wherein there was no evidence of [redacted] right to remedy, [redacted] in fact afforded [redacted] remedies NOT provided by law—but merely as a favor. [redacted] had no lawful authority to assume and presume [redacted] "right" to remedy or to fabricate a "Judgment" on her behalf. Wherein there is no evidence that [redacted] was invoking or complying with the provisions of A.R.S. §§33-1368 and 33-1476, there could be no presumption that her "right" to remedy derived from those statutes. The record does not reflect how or by what lawful authority [redacted] made "findings" in [redacted] favor. In fact, the record cannot support [redacted] [redacted] deft, sophisticated and sleight-of-hand maneuvers depriving [redacted] [redacted] of unalienable rights and not only impairing obligation of contract binding upon [redacted] but also literally shackling [redacted] (and absent, non-existent party [redacted] with imposition of involuntary debt (involuntary servitude; slavery; bondage; violation of XIII Amendment and Title 18 U.S.C. §1581, et. seq.) in the form of a putative "Judgment" by operation of nothing more than forcible imposition of a "penalty" for a "breach" of contract by [redacted] which in fact the public judicial record does not reflect ever occurred!

Fact: A non-existent [redacted] within the state of Arizona, with no record of residency or address at [redacted] could not possibly have withheld possession of the said premises—nor was there any evidence of such—as [redacted] fraudulently asserted, under oath (perjury). What is non-existent in this state, cannot be served process at [redacted] [redacted] AZ"; nor could this Court have acquired jurisdiction or subject matter jurisdiction over a non-existent justiciable controversy. [redacted] testimony overcame any presumption of "[redacted] residency. Requiring [redacted] [redacted] to "prove" to the contrary—or prove anything—in this very ambiguous, dubious and vague proceeding was a sham—a Kangaroo court proceeding maintained by [redacted] [redacted] in collusion with each other.

Fact: The "SUMMONS" and "COMPLAINT" failing to state citations of lawful authority and violations thereof, was an egregious violation of due process of law. [redacted] could not possibly prepare, answer or defend such a bogus, mock proceeding, which putative "SUMMONS" purported would be a "TRIAL" without having any knowledge of lawful authorities or violations thereof.

Fact: The foregoing facts are elementary kindergarten ABC's—too basic for even law school 101! The fact that [redacted] has had to go to great lengths herein to document and argue the principals of basic due process of law and well-settled law brings not only [redacted] and [redacted] into disrepute, but also [redacted] JUSTICE COURT. [redacted] have no defense. They are found out. How can their conduct be construed to be anything other than biased, prejudiced and contemptuous of the law and a violent, flagrant, abusive trespass and abridgment of [redacted] rights, under color of law?

Fact: Wherein the foregoing and the public judicial record in the instant matter reflects a continuous, repeated, on-going pattern of suspension of due process and the law by [redacted]

[redacted] in collusion with operative [redacted] fraudulently pretending to be an aggrieved party (A.R.S. §12-1175) and bringing business (A.R.S. §22-125) into the court (barratry). [redacted] can see no evidence that [redacted] qualify, by law, to hold pro tempore office:

- 22-122. Qualifications of justices of the peace pro tempore: residence; compensation
- A. A justice of the peace pro tempore shall be:
 - 1. Of good moral character.

V. NO IMMUNITY FOR JUDICIAL MISCONDUCT

38. Neither [redacted] have any form of immunity for their reckless, lawless activities in violation of both constitutions they took oath or affirmation to uphold, the laws of the United States and the supreme Law of the Land; such acts are non-judicial and do not implead the "sovereign," since the "sovereign" never imparted or delegated authority for such reckless, lawless, non-judicial conduct.

*We conclude that a judge who acts in the clear and complete absence of personal jurisdiction loses his judicial immunity. * * * But when a judge knows that he lacks jurisdiction, or acts in the face of clearly valid statutes or case law expressly depriving him of jurisdiction, judicial immunity is lost. See Bradley v. Fisher, 80 U.S. (13 Wall.) At 351 ("when the want of jurisdiction is known to the judge, no excuse is permissible"); Turner v. Raynes, 611 F.2d 92, 95 (5th Cir. 1980) (Stump is consistent with the view that "a clearly inordinate exercise of unconferrred jurisdiction by a judge—one so crass as to establish that he embarked on it either knowingly or recklessly—subjects him to personal liability"). * * * If [a judge's] acts were part of a conspiracy, he is properly held responsible for the consequences. Rankin v. Howard, 633 F.2d 844 (1980) (emphasis added)*

The immunity available depends not on an official's job title or agency, but on the function that person was performing when taking the actions that provoked the lawsuit. Richardson v. Koshiba, 693 F.2d 911, 913-14 (9th Cir. 1982) *(even judicial personnel are not absolutely immune when performing executive functions); Harlow, 102 S.Ct. 2735 See also Scheuer v. Rhodes, 416 U.S. at 247, 94 S.Ct. at 1692. Bothke v. Fluor Engineers and Constructors, Inc., 713 F.2d 1405 (1983), at 1412 (emphasis added)*

Absolute immunity is accorded only to those public officials whose special functions or constitutional status requires complete protection from suit. These are members of the legislature, in their legislative functions and judges in their judicial functions. Harlow v. Fitzgerald, 102 S.Ct. 2732 (1982) (emphasis added)

The Supreme Court recently re-emphasized that absolute immunity for participants in judicial proceedings "stem[s]" from the characteristics of the judicial process. Bothke v. Fluor Engineers and Constructors, Inc., 713 F.2d 1405 (1983) (emphasis added)

"[G]overnment officials performing discretionary functions generally are shielded from liability for civil damages insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Bothke, *id.* at 1414; Harlow, 467 U.S., at 818 (emphasis added)

To qualify as officers for absolute immunity, requires both that actions of officials be within bounds of their authority and that they be related to discretionary function. Williamson v. U.S. Dept. of Agriculture, 815 F.2d 368 (5th Cir. 1987) (emphasis added)

"But immunity from suit is a high attribute of sovereignty—a prerogative of the State itself—which cannot be availed of by public agents when sued for their own torts. The Eleventh Amendment was not intended to afford them freedom from liability in any case where, under color of their office, they have injured one of the State's citizens. To grant them such immunity would be to create a privileged class free from liability from wrongs inflicted or injuries threatened. Public agents must be liable to the law, unless they are to be put above the law." Old Colony Trust Co. v. City of Seattle, 271 U.S. 426. 431 (emphasis added)

"But whenever the judicial power is called into play, it is responsible directly to the fundamental law and no other authority can intervene to force or authorize the judicial body to disregard it." Yakus v. U.S., 321 U.S. 414, 468 (1944) (emphasis added)

"No judicial process, whatever form it may assume, can have any lawful authority outside of the limits of the jurisdiction of the court or judge by whom it is issued, and *an attempt to enforce it beyond these boundaries is nothing less than lawless violence.*" *Ableman v. Booth*, 21 Howard 506 (emphasis added)

"Misuse of power, possessed by virtue of state law and made possible only because the wrongdoer is clothed with the authority of state law, government officials, as a class, could not be totally exempt, by virtue of some absolute immunity, from liability under its terms. *Scheuer v. Rhodes*, 416 U.S., 232,243; *Monroe v. Pape*, 365 U.S. 167 (1961) (emphasis added)

The Legislative history indicates that *there is no absolute immunity.* *Monroe v. Pape*, 365 U.S. 167 (1961) (emphasis added)

When a judge knows that he lacks jurisdiction, or acts in the face of clearly valid statutes expressly depriving him of jurisdiction, judicial immunity is lost. *Rankin v. Howard*, (1980) 633 F.2d 844, cert. den. *Zeller v. Rankin*, 101 S.Ct. 2020, 451 U.S. 939, 68 L.Ed 2d 326.

A judge must be acting within his jurisdiction as to subject matter and person, to be entitled to immunity from civil action for his acts. *Davis v. Burris*, 51 Ariz. 220, 75 P.2d 689 (1938).

When a judicial officer acts entirely without jurisdiction or without compliance with jurisdiction requisites he may be held civilly liable for abuse of process even though his act involved a decision made in good faith, that he had jurisdiction. *Little v. U.S. Fidelity & Guaranty Co.*, 217 Miss. 576, 64 So. 2d 697.

"We (judges) have no more right to decline the exercise of jurisdiction which is given, than to usurp that which is not given. The one or the other would be treason to the Constitution." *Cohen v. Virginia*, (1821), 6 Wheat. 264 and *U.S. v. Will*, 499 U.S. 200. [emphasis added]

VI. INSURRECTION AND REBELLION - VIOLATIONS OF THE LAW

39. [redacted] sees no evidence that [redacted] did not knowingly, intentionally and willingly engage in a conspiracy with [redacted] to perpetrate a fraud and swindle upon [redacted]. The following criminal violations (short list) by [redacted] evidenced by the public, judicial record of their own making, upon conviction, are punishable by fines, imprisonment or both:

- Conspiracy against rights is a violation of 18 U.S.C. §241 and the Penal Code of Arizona Sec. 265
- Deprivation of rights under color of law is a violation of 18 U.S.C. §242
- Devising schemes and artifices to defraud or for obtaining money by means of false or fraudulent pretenses is a violation of 18 U.S.C. §1341
- Imposition of peonage, sale into involuntary servitude and trafficking with respect to peonage, slavery, involuntary servitude, are violations of 18 U.S.C. §§ 1581, 1584, 1590 and Constitution for the United States, Amendments XIII
- Suspension of due process of law violates the mandates of the Arizona Constitution, Article 2, Section 4, and the Constitution for the United States, Amendments V, XIII and XIV
- In the event [redacted] Counterclaim has been expunged from the record: Secreting and destruction of the public judicial record are felony violations of the Penal Code of Arizona, Secs. 178, 179, 180,
- Offering into evidence that which is not genuine and true for fraudulent or deceitful purposes are felony violations of the Penal Code of Arizona, Secs. 211, 212, 213 and 214
- Creation of fraudulent instrument with intent to defraud is defined by the Penal Code of Arizona as a crime of forgery, punishable by up to fourteen years imprisonment.

- Maintenance of a lawsuit *without prerequisite validation of the debt under penalty of perjury* is a violation of 15 U.S.C. §1692 - Fair Debt Collection Practices Act and the "clean-hands" doctrine.
- An offense that has as an element the use, attempted use, or threatened use of physical force against the person or property of another constitutes a crime of violence, in violation of 18 U.S.C. §16, and commission of crime of violence, in conspiracy with another, constitutes solicitation to commit a crime of violence, in violation of 18 U.S.C. §373, punishable of imprisonment up to twenty years, or life, and section (c) states:

(c) It is not a defense to a prosecution under this section that the person solicited could not be convicted of the crime because he lacked the state of mind required for its commission, because he was incompetent or irresponsible, or because he is immune from prosecution or is not subject to prosecution.

- Flagrant violations of oath or affirmation to uphold the supreme law of the land and inciting rebellion or insurrection against that authority constitutes violation of 18 U.S.C. §2383, punishable by fines, up to ten years imprisonment, or both.
- Revised Statutes of The United States, 1st session, 43 Congress 1873-1874.
Title LXX.—CRIMES.—CH. 4. CRIMES AGAINST JUSTICE.—: (Conspiracy to defeat enforcement of the laws.)
SEC. 5407. If two or more persons in any State or Territory conspire for the purpose of impeding, hindering, obstructing, or defeating, in any manner, the due course of justice in any State or Territory, with intent to deny to any citizen the equal protection of the laws, or to injure him or his property for lawfully enforcing, or attempting to enforce, the right of any person, or class of persons, to the equal protection of the laws, each of such persons shall be punished by a fine of not less than five hundred nor more than five thousand dollars, or by imprisonment, with or without hard labor, not less than six months nor more than six years, or by both such fine and imprisonment.
- *All persons are presumed to know the law. If any person acts under any unconstitutional statute, he does so at his own peril. He must take the consequences. 16 Am.Jur 177, 178 [emphasis added]*

40. The instant case has been well-documented and is proof positive of the fact. [redacted] and [redacted] activities are clearly *criminal*—without the law: outlaws. The public judicial record reflects extreme bias, prejudice and contempt for the law. Proceeding with nothing more than a deficient, fatally defective complaint, with fraudulent "affidavit" by [redacted] (without first-hand knowledge, evidencing *perjury*); without identifying any law granting right to relief and remedy; without citation of violation of any law; in direct defiance of the existing and governing landlord/tenant and forcible detainer statutes, well-settled law, the supreme law of the land mandating due process of law and equal protection in the law; without jurisdiction (plaintiff did *not* comply with A.R.S. §12-1175 or make necessary appearance by *signing under oath*); without justiciable and identifiable controversy (mere statement of "Non-Payment" does not identify a justiciable controversy); without subject matter jurisdiction; without proper examination and determination regarding return of service reflecting service of process upon a party in fact *nonexistent* within the State of Arizona; and by operation of suppressing the evidence and the Counterclaim and flagrantly, contemptuously and repetitiously overthrowing or suspending governing and applicable laws and rules, is conduct in direct violation of well-settled law and the *Arizona Code of Judicial Conduct, 1993, Arizona Supreme Court Rule 81, Rules of the Supreme Court, as Amended June 8, 2004* Cannon 1(A), Cannon 2(A) and (B), Cannon 3(A), (B)(2), (5), (8), (9), (C)(5), (D)(1), (2), and (E)(1), all of which the Arizona Commission on Judicial Conduct has authority to investigate.

41. The following is included as additional background history in this case and is additional documentary evidence of further mischief and fraud perpetrated upon [redacted] by [redacted] in collusion with his process server. In the same manner of his fraudulent Complaint, [redacted] had his process server submit evidence of service of process by the sworn affidavit of [redacted] who did not have first-hand knowledge of the facts. There is in fact no valid service of process upon any "defendant" in the instant case wherein the [redacted] JUSTICE COURT had any capability of acquiring jurisdiction over a fictitious party not present in this state. However, through fraudulent affidavits, both [redacted] brought business into the [redacted] JUSTICE COURT through the mere *simulation* of lawful process, utilizing fraudulent affidavits and service of process, thereby lending credence to the putative "Judgment" void ab initio for want of jurisdiction and subject matter jurisdiction.

VII. COLLUSION, FRAUD AND CONSPIRACY INVOLVING PROCESS SERVER.

42. On [redacted] COUNTY SUPERIOR COURT, filed a false affidavit with the court and committed perjury by representing that he served process in the instant action by having "*posted on the main entrance of the defendant's residence, in a conspicuous place, copies of the above mentioned documents, and caused to be mailed copies of the documents by certified U.S. mail, return receipt requested at the address shown above: ALL PURSUANT TO A.R.S. 33-1377 OR 33-1485 & 11-445 PARAGRAPH B.*" (See Exhibit B)
43. The process server, [redacted] claims to have made service pursuant to the provisions of "A.R.S. 33-1377 or 33-1485 & 11-445 PARAGRAPH B." [redacted] fraudulently invoked the provisions of those statutes wherein the face of the putative "SUMMONS" and "COMPLAINT" did NOT in fact invoke those authorities or any lawful authority whatsoever. [redacted] "CERTIFICATE OF SERVICE" is a false, uttered instrument, fraudulently conveying "facts" and giving credence that his service was for a lawful process arising out of the afore-stated statutes, when in reality, the "process"—consisting of "SUMMONS" and "COMPLAINT"—cited nor stated no such thing! [redacted] swore to facts of which he had no evidence of and no first-hand knowledge and "CERTIFICATE OF SERVICE" was fraudulently formulated by embellishing "facts" materially prejudicial and detrimental to the "defendants" against whom the putative "Judgment" was entered in the instant matter. [redacted] was never provided a copy of the service of process—nor was the fictitious [redacted] non-existent on the premises—and was never informed that any proceeding existed pursuant to "A.R.S. 33-1377 or 33-1485 & 11-445 PARAGRAPH B" as [redacted] fraudulently averred.
44. [redacted] further falsely testified that the address wherein he made service was the "defendant's residence" and he identified the "defendant" as [redacted]. Since [redacted] had sole possessory rights of [redacted] and has lived there alone since [redacted] how could [redacted] possibly swear out an affidavit that the afore-stated "address" was that of [redacted] except that his affidavit was false, fraudulent and without first-hand knowledge: perjury—all materially prejudicial and detrimental to [redacted]
45. There is no record evidencing a resident, or mail delivery to, [redacted] or, to [redacted] knowledge, any record whatsoever of anybody having mail delivery at that address—not even herself. FACT: [redacted] withheld the mail box key and never provided mail box access to [redacted] (another violation of the Arizona Revised Statutes governing Landlord/Tenant). [redacted] and [redacted]

corresponded via [redacted] address, to wit: c/o [redacted]
 [redacted] Arizona, due to [redacted] inability to access the mail box on the premises.
 These facts are a matter of public record and are very easily verified.

46. [redacted] "CERTIFICATE OF SERVICE" was contrived by embellishing an affidavit with unsupported and insupportable "facts" of which he had no first-hand knowledge and merely constitutes documentary evidence of perjury, passing a false instrument as genuine and true, doing favors for his principal, [redacted] and conducting a profitable business in the furtherance of his own interests and benefit. [redacted] can see no evidence to the contrary that, as it stands, [redacted] [redacted] fraudulent "CERTIFICATE OF SERVICE" renders him liable—with unlimited personal liability—to [redacted] for damages which she has sustained arising out of his fraudulent instrument.
47. Without first-hand knowledge of the facts, [redacted] believes that [redacted] "CERTIFICATE OF SERVICE" would have accurately conveyed TRUTH and FACT had he stated that he merely posted papers at the address provided to him by his client, [redacted] and not positively averring that he in fact served process at "the defendant's residence" when in fact he did *not* serve process at the "defendant's residence", which he identified as [redacted] nor did he serve process in any way, shape or form upon the named defendant, [redacted].
48. [redacted] can see no evidence that a cooperative effort to accomplish fraud and collusion did not exist by and between [redacted] and [redacted] for the purpose of perpetration of fraud and swindle against [redacted] and to effectuate impairment of the obligation of contract in favor of [redacted] and against [redacted]. Documentary evidence, and the testimony out of her own mouth, establishes that [redacted] *knew* that [redacted] was indeed her tenant—and not [redacted]. Even the United States Postal Service has no record of [redacted] or [redacted] having mail delivery or access to the mail box at [redacted] (as a result of [redacted] failing to provide the key and access as mandated by law). Wherein [redacted] *knew* an [redacted] did not exist at the address provided for service of process and that [redacted] did not have access to that box, [redacted] can see no evidence that [redacted] did not engage in willful, premeditated and deliberate fraud to accomplish impairment of the obligation of her contract. [redacted] can see no evidence that [redacted] has a defense for deliberately naming and pretending to have served a party without the state of Arizona and with no possibility of mail delivery at [redacted]. [redacted] can hardly defend fabricating a false affidavit merely upon [redacted] say-so regarding fictitious "Defendant" residing at [redacted] [redacted] wherein no record, whatsoever, past or present, exists evidencing "[redacted] ever receiving mail at the said address or capable of receiving any form of notice there. How can one bring an action for mere "Non-Payment" and command a police state to enforce forcible detainer remedies against a party not physically present in the state and without presenting any evidence whatsoever that the non-existent party was in fact withholding lawful possession?
49. Proof positive of [redacted] folly can be found by logging on to the United States Postal Service web site at usps.com and searching on label/receipt no. [redacted]. The "Track & Confirm" information confirms that, as [redacted] stated in his affidavit, the service (acceptance by the United States Postal Service at [redacted] zip code and location of unit he made delivery to) occurred on [redacted] and arrived at Postal Unit [redacted] however, the certified mailing was promptly returned BACK to [redacted] on "[redacted] evidence by delivery

at the [] unit of the United States Postal Service, [] stated in his affidavit that he made service by certified mail with "return receipt requested." This would indicate that [] is in possession of documentary evidence that his certified mailing was UNDELIVERABLE to [] in all likelihood due to inoperable mail box. Obviously the non-existent [] could not sign for it and could not have "refused" it, because had the box been operable, the Post Office would have given [] plenty of time (3 opportunities) to decline the mailing; in that event, [] in all likelihood, would not have his receipt returned to him so quickly.

50. [] is in the process of procuring affidavits by persons having first-hand knowledge of the fact that she was the sole tenant at [] and that [] did not cohabit with her on the premises.
51. [] will be mailing formal notice to [] to allow him an opportunity to withdraw his fraudulent affidavit and make amendments to the public judicial record in the instant matter. Otherwise, [] can see no evidence that [] does not have unlimited personal liability for all injuries and damages sustained by her as a result of his false "CERTIFICATE OF SERVICE", fraudulently passed as genuine and true.
52. [] denies that the same standard liberally applied to her, "*ignorance of the law is no excuse*" does not also apply to [] [] can see no evidence that [] [] an experienced process server, could not know, or did not know, that the "process" which he was effectuating did in fact require verification of the Complaint by the party aggrieved, under oath, pursuant to the provisions of A.R.S. §12-1175 (supra, ¶6); and that his *client's* verification of the Complaint, wherein his client was not in fact the party aggrieved (Plaintiff), failed to comply with the *mandatory* provisions of that statute; and that these facts were not conspicuously apparent to [] [] and that [] did not know that he was effectuating a fraudulent service wherein by law, A.R.S. §12-1175, the Summons could not have lawfully issued.
53. [] can see no evidence that [] did not in fact seek to remove her from the premises by simply naming a non-existent party, whose presence could not be served, and, therefore, wholly incapable of receiving notice, appearing, defending or answering in the instant lawsuit, thereby ensuring that [] would prevail in the instant cause of action, and, through subterfuge and sleight-of-hand, in cooperation with the court operatives and process server, accomplish impairment of her obligation of contract, to her advantage. [] can see no evidence that the Court, and its operatives, were not in fact willing accomplices with [] by virtue of their maintenance of a lawsuit arising out of a fatally defective *unverified claim* made by other than a party aggrieved having a right to a remedy.

Further the above signed saith naught.