

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 10-185

Complainant: No. 1396710210A

Judge: No. 1396710210B

ORDER

The complainant alleged that a hearing officer made a wrong decision in his small claims case because he disregarded his evidence. The commission reviewed the matter and concluded that the judicial officer acted within the scope of his authority in reviewing the evidence and deciding the case. The commission has no authority to overturn judicial rulings. Accordingly, the complaint is dismissed pursuant to Rules 16(a) and 23.

Dated: September 15, 2010

FOR THE COMMISSION

\s\ Keith Stott
Executive Director

Copies of this order were mailed to the complainant and the judge on September 15, 2010.

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

State of Arizona
Commission on Judicial Conduct
1501 W. Washington Street, Suite 229
Phoenix, Arizona 85007

2010-185

Your name:

Date:

7/16/2010

Instructions: Use this form or plain paper of the same size to file a complaint. Attach additional pages, as needed. Please describe in your own words what the judge said or did that you believe constitutes judicial misconduct. To help us understand your concern, be specific and list all of the names, dates, times and places where the conduct occurred. Include only copies of original documents or court recordings that are relevant to your allegations. Print or type on one side of the paper only, and keep a copy of the complaint for your files.

My complaint against _____ is his failure to perform his duty as a judge or a hearing officer by blatantly disregarding the evidence presented to him. It would appear that Mr. _____ has no concept of construction procedures and agreements between client and contractor. Based on his decision, it is obvious that he ruled without any convincing evidence for the costs requested by the plaintiff. The evidence that were presented to me did not show any back up information for the costs i.e. nothing from the sub contractors illustrating costs of materials, labor, tax, overhead and profit. All the numbers were fabricated by the plaintiff and the judge accepted this information as legitimate. Furthermore, he completely disregarded the agreement between the two parties as binding to the price provided and allowed the plaintiff to collect on costs with were obviously, as shown in court, presented to the defendant after the work was done and the bills paid.

I find this kind of behavior to be a great injustice and disservice to the community and an abomination of the justice system. I insist that the conduct of this individual be reviewed and the case be looked at by someone who has a greater understanding of contractual laws and relationships between contractor and client, not contractor and insurance companies.

(Attach additional sheets as needed)