

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 11-291

Complainant: No. 1431410956A

Judge: No. 1431410956B

ORDER

The complainant alleged that a justice of the peace intentionally ignored the law and was biased.

The responsibility of the Commission on Judicial Conduct is to impartially determine if the judge engaged in conduct that violated the provisions of Article 6.1 of the Arizona Constitution or the Code of Judicial Conduct and, if so, to take appropriate disciplinary action. The purpose and authority of the commission is limited to this mission.

After reviewing the allegations, the judge's response, and the recording of the hearing in question, the commission decided to dismiss this matter with a private advisory comment to the judge. The complaint is dismissed pursuant to Rules 16(b) and 23(a).

Dated: April 6, 2012.

FOR THE COMMISSION

/s/ Louis Dominguez

Louis Frank Dominguez
Commission Chair

Copies of this order were mailed to the complainant and the judge on April 6, 2012.

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

I am the lienholder of a 1999 Dodge Ram Cummings Diesel truck, VIN #

On August 16, 2007, I sold this vehicle to
the title as first lienholder until such time as the
owed.

and I am listed on
pay the remaining balance that is

Sometime during the summer of 2011, the
vehicle with

became involved in a dispute over this

Arizona, and they filed a complaint with the
A hearing was held in the Court of the Honorable

Justice Court, CV-2011
on November 2, 2011.

During this hearing the owner of

repair testified that he

was holding the vehicle as collateral for a debt owed to him by a third party, who is a
total stranger to me. He also testified that he did not do a title search before taking the
vehicle as collateral, nor did he attempt to get my permission. I testified, quite
emphatically that he DID NOT have my permission to use this vehicle as collateral for
anyone, and he was presented with a copy of the title, which proves this vehicle is titled
to me, not the Mrs. also testified that she did not give her consent to use

this vehicle as collateral for any debt owed to

For the

record, there is no written contract between

and the

nor is there a written contract between

and this

third party.

Judge admitted that he is also a customer of and
he ruled that the defendant could keep this vehicle as collateral, for a debt owed to him by
a third party; an individual who I do not know, regardless of the fact that my name is on
the title as the lienholder

It is my understanding, after discussing this matter with my own attorney, that this
judge's ruling is, in fact, illegal. A copy of the title is attached.