

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 17-195

Judge:

Complainant:

ORDER

The complainant alleged a superior court judge was either ignorant concerning the rulings he made, corrupt and complicit with the lawyers on the other side of his case, or took a personal dislike of him, any or all of which constituted judicial misconduct.

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.

The commission does not have jurisdiction to review the legal sufficiency of the judge's rulings. In addition, the commission found no evidence of ethical misconduct and concluded that the judge did not violate the Code in this case. Accordingly, the complaint is dismissed in its entirety, pursuant to Rules 16(a) and 23(a).

Dated: October 4, 2017

FOR THE COMMISSION

/s/ George A. Riemer

George A. Riemer
Executive Director

Copies of this order were distributed to all appropriate persons on October 4, 2017.

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

Comp

2017-195

PERSONAL AND CONFIDENTIAL

Attn:

Re: GROSS JUDICIAL MISCONDUCT; THE HON.

Dear Judge

Please take notice and consider that your _____ has wrongfully and most outrageously, taken back and mis-appropriated \$ _____ of the Settlement funds he had at 1st made possible, in subject case, in _____, and this **AFTER** I had asked for his help on _____, in order to avoid the problem that inevitably developed.

The shocking' improper and unwarranted take-back by Judge _____ from the Defendant's settlement promise is so glaringly wrong, that it was hoped the division would recognize and review it Sua Sponte, but apparently this has not happened.

The settlement avoided significant legal and related expenses, and also negated the _____ scheduled _____ trial as well saving all concerned a large sum of money ant resources.

I would also like you to keep in mind as you consider my complaint. the

Considering the _____ of abuse the Court system allowed to be inflicted upon me,

wherein my _____ did every
kind of evil imaginable, including their secretly taking of the
and before the _____ could use it, shipping it to _____ and having an
then _____

_____, one would think I was entitled to some
better treatment by all concerned, than I have been given, apparently because I am a
with no ties to the " _____ " it appears.

Upon reviewing the _____, there were glaring discrepancies, such as the
description of _____

_____ refused my request to _____ locally which is
sometimes possible depending upon the _____

Another outrageous event was _____ and the
_____ withholding critical evidence for over _____, wherein the
and his _____ had reported to the police, AFTER
_____ on _____, at
_____, and using this as a cover-up to justify their _____ from the
_____ AFTER this report.

Considering that I slept in an uncomfortable plastic chair by _____ for _____
_____ this was another atrocious and fraudulent allegation,
done to cause me harm. The list could go on and on, but you should be able to see the
pattern.

After a long and tedious _____ process, a Settlement Conference was held under
the guidance of Judge _____ in _____. In that Conference, we used the
_____ Amended Inventory, (Exh.1-3rd Amended Inventory) and the Defendant,
myself, contended that the _____ **continued** to claim a number of items of my Personal
Property as Estate Property.

Judge _____ got both sides to agree that if the _____
additional _____), then the Defendant would drop his claim on the disputed items,
only, not the _____ of other accumulated items of his personal property **not ever**
on any inventory, nor his few items protected by the _____ signed
by the Defendant and his _____).

These items were not in contention at the time and therefore were not discussed at all.

Accordingly, items that were crossed off the _____ Amended Inventory at the Conference

were property that the Defendant could remove or sell, and items that were not crossed off, were items that the Estate could remove or sell.

The Defendant was awarded _____ with a \$ _____ advance, which he did receive, and then \$ _____ was to be paid within _____ of the Defendant's evacuation of the premises, the family home _____, in which _____ (Exh. 2- Settlement Agreement)

On _____ the Defendant filed with the Court his Notice of Intent to Evacuate the Premises, but also, importantly, he **also** filed an Emergency Request for Clarification of Status of **Non** Inventoried Personal Property, to no avail, because it was becoming apparent that the _____ and his attorneys, _____, were suspiciously ignoring the Defendant's attempt to avoid any problems or obstructions, by not responding to his prior requests to discuss the issue, which was the genesis for the _____ Request for Clarification.

Both the _____, by not responding, and the _____ and his attorneys, are responsible for the aftermath, and numerous consequent filings, mostly in _____ to this Personal Property and my settlement funds .

After the Settlement Agreement, the Defendant allowed the _____ and _____ to do a walk through, in _____, and the _____ refused to discuss the various personal property items, not ever on any inventory, of course, but not only that, he began _____ tagging items he said I could take, even though he had absolutely no legal or moral right to do so; some of these items were the Defendant's _____ related items, which the _____ ridiculously later claimed were worth _____, in his request for more than \$ _____ in " _____;" most of which Judge _____ awarded them, despite the values being trivial and the items status being misrepresented by the

These _____ items were all in one _____ clearly shown in photographs provided the Court. A _____ mementos certainly do not belong to anyone else's estate and once again, the _____ was being malicious and spiteful in his long series of hurtful abuses of the Defendant.

Also, photographic proofs and _____ purchase proofs were provided by the Defendant, for example, on _____

The Defendant's _____

The other items were _____ and _____, being at most about \$ _____ if that, and of great sentimental value **only** to the Defendant, obviously.

The Defendant, before leaving the home on [redacted] hired at his own expense a plumber to repair a bath fixture, and a professional landscaping team to completely trim, weed, and clean the over sized front, side and rear yards, doing an amazing job, in [redacted], and before and after photos of this good faith and good will gift to the [redacted] were provided both to the [redacted] and his attorneys and also to the Court.

To be absolutely clear, I was **NOT** required to do this; it was a free will gift to my [redacted] the hope that a basis for future relations might be re established.

The [redacted] also had agreed that the Defendant could leave behind any items he wanted to sell, and that the [redacted] would advise [redacted]; to sell them and pay the Defendant separately, and affirmed this agreement by email, copy of which was already provided to the Court, and this agreement caused the Defendant to leave behind over \$ [redacted] of his personal property, including a [redacted] and numerous other items outlined in filings and photos with proofs provided the Court. The Estate salespersons had originally stated that this would not be a problem; they occasionally had to make such arrangements.

The Defendant very carefully left [redacted] every single item they were entitled to per the Settlement Agreement, the only dispute being an [redacted] from [redacted] that the [redacted]; [redacted] inadvertently took, and which the [redacted] valued at [redacted], and note that a number of agreed upon items that the Defendant was entitled to take in the Settlement Agreement, **he left for the agreed sale; later the [redacted] through his attorneys claimed all of these items of Personal Property marked for the sale, were “ [redacted] ” property!**

The Defendant trusted that the Court would protect his legal rights in this and in the overall Settlement, but it did not.

While suspecting their duplicity, the Defendant rightfully expected that the Court would uphold the [redacted] agreement in the event he was defrauded, which is what has happened. Where is the Justice??

In order to justify not paying the Defendant the balance due of [redacted], the [redacted] submitted a letter claiming there were [redacted] of damages and cleanup needs in the home, and also presented photos of the Defendant's personal property, about [redacted] items with photos, claiming these were [redacted] property, even though he had **never inventoried them and they were not even discussed at the Settlement Conference.**

This forced the Defendant to reply with proofs in a massive filing under extremely difficult circumstance, operating basically out of a temporarily borrowed space in a [redacted] with a newly purchased laptop computer needed for legal responses, but the Defendant had no choice but to prove **he took no [redacted] property**, so that the

Court would not only agree and order the funds released, but also would sanction the and his complicit attorneys in favor of the beleaguered Defendant for their duplicity and obstructionism.

hired a sales company, , to carry out the sale, scheduled for at a hearing with Judge the and his attorneys presented a with their previously undisclosed “ ” wherein the claimed that the Defendant had taken over \$ of items from the home that belonged to the Estate.

Not only were some of these items taken by for sale in ; located in , but other items like a as improperly taken by the Defendant, showed up on the website with about other photos of items for sale, later, as being in the house, and also many additional items which were the Defendants' personal property and not discussed at any hearings or conferences, **and not previously inventoried by the , of course,** and yet your Judge allowed the almost of my settlement money be paid to him.

Your judge blatantly and irresponsibly, unacceptably, completely ignored the hard evidence presented him to the detriment of the Defendant. What is the use of Evidence if a Judge does not even look at it; he said he did, but then he obviously totally ignored it if he is telling the truth.

So the got paid ; he sold the items he claimed were taken, and also collected from the Defendant as well.

Your Judge allowed the attorneys to grab over \$ of this defendant's settlement funds for a problem they manufactured intentionally by refusing to discuss the issue before it became a problem.

Reading Judge ; Exh. 3) there are gross errors and misstatements, such as on page 3, 2nd paragraph, 3, last sentence:

“ ”

The \$ was ONLY to cover the cost of disputed items on the Amended Inventory we used at the Settlement Conference, and NOT every single item of the Defendant's Personal Property purchased AFTER the marriage with his own funds, and which is the REAL issue here, and which has caused the the and the lawyers to profit undeservedly at the expense of an and

The last paragraph of Judge ; Ruling states: “

...
...
]

**THE COMMISSION'S POLICY IS
TO POST ONLY THE FIRST FIVE
PAGES OF ANY DISMISSED
COMPLAINT ON ITS WEBSITE.**

**FOR ACCESS TO THE
REMAINDER OF THE
COMPLAINT IN THIS MATTER,
PLEASE MAKE YOUR REQUEST
IN WRITING TO THE
COMMISSION ON JUDICIAL
CONDUCT AND REFERENCE
THE COMMISSION CASE
NUMBER IN YOUR REQUEST.**