

State of Arizona  
COMMISSION ON JUDICIAL CONDUCT

---

Disposition of Complaint 08-029

---

Complainant: No. 1328010004A

Judge: No. 1328010004B

---

**ORDER**

The commission reviewed the complaint filed in this matter and found no ethical misconduct on the part of the judge. The issue raised by the complainant is legal in nature, and the appropriate remedy is through an appeal to a higher court.

The commission is not a court and cannot change a judge's decisions; therefore, the complaint is dismissed pursuant to Rules 16(a) and 23.

Dated: July 1, 2008.

FOR THE COMMISSION

\s\ Keith Stott  
Executive Director

Copies of this order were mailed to the complainant and the judge on July 1, 2008.

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

To: Commission on Judicial Conduct

CJC - 08 - 029

1501 W. Washington Street, Suite 229

Phoenix, AZ 85007

(p) 602.452.3200

(f) 602.452.3201

FEB 01 2008

Dear Sir/ Madden,

I am writing this letter under assistant by my friends and witnesses. I am an alien spouse brought up to the United States by my Ex-husband I am not aware of my rights here in United States.

I came to US with 200 USD in cash only, after 5 years relationship with I trust him completely and also I was assured of financial support when my ex. signed an Affidavit of Support to US Dept of Justice and I-134 to Homeland Security prior to being allow to bring me to this country. In my past 2 years life in United States has been tragedy. It was caused from abuse by my Ex but also from the massive litigation

I married filed Annulment of Marriage in . Our Case was to be ruled by

After a year and half struggle from living bases, financial crisis and endless pressure from legal battle, my 5 years relationship with end up with a divorce decree but nothing else at all. Instead of it, I lost money that I earned from business, and lost my company, my home in I am also homeless in the US and under sever burden of legal fees. Recently, I've also got a treat of contempt to the court if I do not sign a Agreement with un-enforceable hardship terms.

All judges in Arizona are subject to the Code of Judicial Conduct, I had made my statement match with it as following:

**CANON 1. A judge shall uphold the integrity and independence of the judiciary.**

**CANON 2. A judge shall avoid impropriety and the appearance of impropriety in all of the judge's activities.**

**CANON 3. A judge shall perform the duties of judicial office impartially and diligently.**

1) A deposition set up to my pre-nuptial lawyer on it was 3 days after Judge grand my previous lawyer's withdraw. I had neither a lawyer or any ability to protect my rights. I had sent a letter to state my situation that I am seeking new legal consul, Judge called my attorney who I had fired due to being incompetent to attend the deposition. She attended the deposition and did nothing. ( See Attachment 1, my letter to judge )

Judge made partial judgment of the effectiveness of the pre-nuptial right before my retaining a new lawyer in ( See Attachment 2--- Pre-Nuptial Agreement/ LAAR Appendix 6/LLC Appendix 1/ Exhibit C/ Motion for Reconsideration or in the alternative Motion for New Trial)

either I nor my lawyer had been to the entry. It effect tremendously of the final decree. I had also sent the

judge a urgent letter to state that my severe situation of re-financing at that moment and asked for time to allow the retaining of a new lawyer, but I still lost my "right to be heard according to law" as the judge "initiate, permit, or consider ex parte communications, or consider other communications made to the judge outside the presence of the parties concerning a pending or impending proceeding" which "deal with substantive matters", and allow opposite to "gain a procedural or tactical advantage as a result". ( 3B <7>—<a> i, Code of Judicial Conduct)

2).As I state above, the pre-nuptial approved its effectiveness, but the judge translate the pre-nuptial one side to protect Husband's benefits but not an other terms to protect me such as for an alimony of \$50,000/year to me, even though my lawyer and I had testimony , and I had witness letter, that I was intended to continue the marriage but I was physically abused, and through out of my ex. Husband house unable to finish our agreed contract, he breached the contract not me...

3) During the divorce, all my motions are not grand except for continuance and a divorce. My Motions are for spouse maintenance based on signed Affidavit of Support and terms of pre-nuptial, and for compensation of legal fees, and for strike of documents, and for reconsideration due to new discovered critical evidence and opposite fraud documents etc. Instead, almost all opposite's motions are all grand in time, for Continuance, for Deposition, for Partial judgment, for property, for Oral Argument, for New Trial, for relief Quiet Claim Deed then change it for Agreement and Contempt to the Court... It is like my lawyer's information/ testimony/ requests are not exist, our requests are either denied or set aside, the judge did not "hear and decide matter assigned to the judge..." (3B<1>,Code of Judicial Conduct). Sometimes I doubt my presentation to the hearing is necessary as the opposite obviously "are in a special position to influence the judge" (2B,Code of Judicial Conduct)

4) the final decree of the divorce, the court ordered me to sign Quiet Claim Deed as requested at trial as standard document to transfer a title in which is submitted by his lawyer, but right after trial lawyer draw an Agreement with hardship to me and then complained that there is no such "Quiet Claim Deed" works in that the court ordered, then start from force me to sign this hardship Agreement in stead of the Quiet Claim Deed . The previous lawyer submit Motion for Strike to the agreement on ( See Attachment 3, Motion to Strike) The judge holds the answer until recent Oral Argument for New Trial on , the time that I was noticed to argue for the New Trial only. I had never been noticed, formally for the orally, by court or any other legal consul, whether I was supposed to discuss of any other issues apart from New Trial by that time and whether lost my rights for appeal. At the Oral Argument opposite lawyer brought up issues of Relief of the Agreement and Contempt to the Court that I should had been allowed some time to prepare , but Judge did not only allow. The opposite were allowed to replace the Quiet Claim Deed with the hardship Agreement and ordered me to sign it in both and English or I will be considered in Contempt to the Court. The judge did not "require order and decorum in proceedings before the judge."(3B<3>,Code of Judicial Conduct )(See Attachment 2 —The Agreement / LLC Appendix 3/ exhibit C,/Motion for Reconsideration or in the alternative Motion for New Trial ). Judge made his decision at the argument without allowing me any right to respond. The judge did not make "provision promptly to notify all other parties" and did not allow "an opportunity to respond".(3B<7>—<a>ii, Code of Judicial Conduct )

5) I found out submit to court a Fraud Valuation on . I also had notice the court that delete my name in the original Property Presale Contract and Valuation in purpose after I checked with his Valuation company. Disregard of my legal registered Appraisal and Notarization , Judge accept the Fraud paper as exhibit and also made the Judgment /Decree III The Apartment as follows:(See Attachment 2— Judgment/Decree on /appendix 7,/LAAR/LLC Appendix 1/ Exhibit C/ Motion for Reconsideration or in the alternative Motion for New Trial) "Husband entered into an agreement in to purchase the Apartment", this is obviously an improper prejudice statement. If the judge makes his judgment on each of our contribution to the property, it doesn't mean he can deny the fact that and I physically went to purchased the house together in in 2 names, and notarized which was also record in official Pre-sale Contract .( See Attachment 2 — house Pre-sale contract/ appendix 1 , Agreement/ appendix 4 , Notarization/ appendix 5 / LAAR/ LLC Appendix 1/ exhibit C/ Motion for

**Reconsideration or in the alternative Motion for New Trial).**

As for returning of the personal property in Judgment/Decree on \_\_\_\_\_ even my personal property was orally ordered by an other judge once I applied my restraining order against \_\_\_\_\_ I had request many times of returning of my company stamp is not ordered, it says:

" Wife shall return to Husband his Video Camera and DVD player now in her possession." this is an other impropriety bias. Regardless I cannot carry a heavy Video Camera or DVD player while I was surviving in \_\_\_\_\_ I had even never seen any of these items. There's also no any other evidences proves that they are " at Wife's possession" except Husband's heresy. Quiet opposite, there are evidences in my flow chart showing \_\_\_\_\_ stole my friend's computer and it was even reported to police, so Why there's no words stating in the judgment " at Husband's possession?"

\_\_\_\_\_ my reconsideration with new - discovered evidence which was a registered official appraisal by \_\_\_\_\_ was denied.( See Attachment 2 --- Appraisal by \_\_\_\_\_ CPA/ LAAR appendix 11 / LLC Appendix 1/ exhibit C/ Motion for Reconsideration or in the alternative Motion for New Trial). The appraisal is critical to support my position which would allow me to entitle the ONLY benefit of the house clearly stated in pre-nuptial.

After Judgment \_\_\_\_\_, I was struggling to secure employment, I made my commitment before the court order of Oral Argument for \_\_\_\_\_ Motion for New Trial to \_\_\_\_\_ Commercial Net work to host for New Year's Eve., Spring holiday and serious activities which requires me a month trip to New York. I filed Motion for Continuance to extend the argument after my month trip to New York. During Xmas and New year's holiday, \_\_\_\_\_ appointed his law firm P.A. harassed me unless I sign the hardship agreement or they would not allow the continuance at the last minute. I report the judge in my Supplement of Continuance, ( See Attachment 4, Motion for Continuance and Supplement to Request for Continuance) I also orally called Judge's office on \_\_\_\_\_ but until end of Dec I can't even find any of my Motion for Continuance being recorded in court filing or any of notice for the continuance. \_\_\_\_\_, I had a friend assisted me with my call and got orally message from the Judge's office the Argument had been changed . But it was too late to New Year's Eve hosting. Since the judge again grand the length of Continuance according to the opposite's requirements, my role for hosting in New York immediately was replaced due to the uncertainty and my bad physical conditions cause from the tremendous fear under the harassment and stress of strict traveling schedule. It is serious damage for my future employment. Through the assistant of a founder of a Woman's Shelter in \_\_\_\_\_ I phoned \_\_\_\_\_ Consulate in L.A. and applied a restraining order against \_\_\_\_\_ in California court which works in 50 states.  
(See Attachment 2—Restraining Order/ exhibit D/ Motion for Continuance and Supplement to Motion for continuance)

According to (3B <D>—<2>Code of Judicial Conduct ) " 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." however, neither \_\_\_\_\_ lawyer / \_\_\_\_\_ company's Fraud Valuation is not alarm judge's attention, nor \_\_\_\_\_ US lawyer's unprofessional conduct.

6) Again, \_\_\_\_\_ Motion for New Trial is grand based on no approvable evidence. Neither of his new trial argument was submitted at the trial time. \_\_\_\_\_ argument was to:

a) deduct his paying back the business money that originally belongs to me (but transferred to property )and

b) the value loses of the \_\_\_\_\_ property based on his fraud valuation.

Since the judge made his decision that the total \_\_\_\_\_ house belongs to \_\_\_\_\_ so he is to pay me 1/2 of the business money's after tax income according to pre-Nuptial. The truth is I trust \_\_\_\_\_ word that he was to handle Tax-return as a couple \_\_\_\_\_ now we are separate, court ruled deduction of the Tax based on \_\_\_\_\_ previous Tax return 30% but \_\_\_\_\_ still complained his Tax Loss ( 50%) to deduct his payment back to me. Regardless of \_\_\_\_\_ complain of 50% Tax return, even for the 30% deducted by the judge at the final judgment, there's no evidence proves a Tax return support judge's fair ruling. My previous lawyer and I request many times of subpoena for \_\_\_\_\_ official Tax Return to prove his position, the judge had never grand any clear answer to me. We also tried to strike \_\_\_\_\_ hardship Agreement and objected to \_\_\_\_\_ New

Trial, there's no clear answer either. After Judge refused my reconsideration he then allowed Oral argument on an New Trial, at Oral Argument, New Trial is grand in favor of The hardship Agreement I have to sign is before the New Trial, but Paul's payment to me is by after New Trial. If I do not sign the Agreement, it will effect my present to court at New Trial to argue my right due to the risk of Contempt to the Court but if I sign the agreement, who will take care of the unenforceable hard conditions? Very possibly, new trial requirements will be grand as usual, who is there to insure my receivable payments? The payment is the business money clearly belongs to me which is recorded by agreements, even for this amount, why the judge still so cautiously ordering payments in 30 days after I sign a Quiet Claim Deed instead of issuing a simultaneously payment to me ?

The message for me is, if there is way to protect me, the judge disregard it, denied it or forget to; if there is a way to protect the judge will do it. If there is a choice to protect me or the judge will chose regardless how much burden and hard conditions it would put on me. The judge "swayed by partisan interests"(3B<2>,Code of Judicial Conduct )

**CANON 3. A judge shall perform the duties of judicial office impartially and diligently.**  
**CANON 4. A judge shall so conduct extra-judicial activities as to minimize the risk of conflict with judicial obligations.**

1) I was forced to sign a pre-nuptial agreement the same day under the tremendous duress, visa restrictions, and continually extortion by my Ex husband I had no way to protect my rights at all. During successfully got my business money, he started to mentally, economically and physically abuse me. It was witnessed and saved by a lady works for abused woman in nearby Church\* and a retired USA air force pilot\*, it was also recorded by police, hospital, emergency center and woman domestic helping home\*. As for the execution of the pre-nuptial, I also submit the strong evidences that prove control. personal email and handwriting made up letter correspondence with my pre-nuptial lawyer who recommend by pre-nuptial lawyer, and pre-nuptial lawyer's billing statements also shows exclusive participate etc.

2) As for rights of a piece of property in according to pre-nuptial, each side contribution/investment amount determinates of each side shares of the property. I had my testimony on extortion on for my business money of USD 92,000 transferred to the house, and my down payments with documents, Money transfer records from banks transferred money directly into the developer and property developer's affidavit of receiving my money. ( See Att. 2. LAAR Pendum 3. Exhibit C) Motion for reconsideration, this evidence/Records are in different currencies (RMB, Bank forms, stamps) which are all copying to the AZ Court. I had submit all the evidences of item 1),2) to Judge matched with my Flow Chart, ( See Attachment 5, Flow Chart 2005-2007 and evidence) Judge made his decision on property in based I Submit on creative emails records and US financial documents including Wife and Husband's financial statements that hand written without either party's signature on it. I had never even acknowledged it was attached to pre-nuptial until the trial time. these evidence to Court at trial ( See exhibits for et Decree) But may import evidences as denied / Not read inized

The judge either never had read my evidences or disregarded it, The judge made a decree on a property which is located in based on evidence in US only. The judge neither has best knowledge of the correct transfer of bank notes or invoice/ receipts nor has best knowledge of any other financial transfer in between and I due to private/ business issues. Further more, the judge made his order to enforce me to sign an agreement with severe hardship to me. Terms of the agreement involves obligations of enforcement of the US decree which neither the court nor I or my US lawyer had any knowledge to make a commitment, but I was ordered to sign or I am in contempt to the court according the judge's statement at Oral Argument for New Trial on

My questions are, if the judge is to make a judgment on a piece of property in why he did not consider my any of the official evidence as much stronger evidence than the pre-nuptial that wife signed under duress, or than personal hand-writing financial statement, or than made up emails, or than US bank statements which shows no evidence in convince money transferred in to the property? If the judge has no knowledge of judging evidence why he has the power to rule on the

property?

Before the judge make his determination of my "contempt to court", does the judge has any authority on execution of the decree to property in ? Does the judge has authority on ordering me to sign a agreement? or ordering me to follow the hardship term of the Agreement that I, for the next 2-3 years, have to offer any assistance, which might be travel, meet, negotiate for , and to sign documents, to attend meetings in time with plus, unconditionally to pay all the bills occurred from this if once complain outcome of this assistance that is out of my control?

The judge's answer on was, "Yes. I have the authority." My lawyer , a senior experienced real estate lawyer of the top law firm-- says, "No, this is typical ' jurisdiction conflict' that most of foreign court would not accept the requirement. They would concern that most likely unfair judgments occurs due to foreign court's limitation of local legal knowledge of documentation or of the property, and jurisdiction conflict of local property law and regulations. Even the foreign court accept the case, the court should respect the local property laws, follow the fundamental principle in Disputes of International Private Law common and universal international convention to set aside, vacate and annulled or make adjustment by the court and law of the country where the real estate is located. As for the execution of the decree on the property, a foreign court absolutely has no power to do so...the main problem is originally cause from problem of Jurisdiction misconduct and it is not fair now to put all the obligations on should have to and is obligated to chose the right jurisdiction of the property, it is illegal for him to chose an other jurisdiction or private Agreement to govern the property since he made his commitment and officially recorded in It seems to me that is trying to use the short time marriage and US Jurisdiction/ legal resources to take over her legal rights of the property in this is typical like other cases properties of Joint Venture ( & foreign partners) companies we deal before. " ( See Attachment 2—LLC and LAAR/ exhibit C/ Motion for Reconsideration or in the alternative Motion for New Trial.)

From the attachment you can see, the transfer of the title may last 2-3 years, non of us arguing are having idea in determine correct information, documentation, legal rights and obligations in . So before the judge make his determination of my "contempt to court", since my US lawyer complained that he has no knowledge to assistant me for a property, do I reserve my right to consult a knowledgeable real estate lawyer to assistant me before I sign any document for a property in , or I have to sign the paper any now without aware of my legal rights and obligations in both countries just because the fear of the Contempt to Court? Under such circumstances, is this even should be considering enforceable in Contempt to Court?

#### **Ethic Behavior**

1). Judge disregards my protection documents which may conflict with his decision. My Affidavit of Financial ( See attachment 6, AFI) to the court shows my financial burden/ debts by signed irrevocable Affidavit of Support to US Dept of Justice and I-134 to Homeland Security (See Attachment 7— Affidavit of Support and I-134)and my existing restraining order against all these documents may offer some fundamental protection to secure my financial situation and my security in US. Restraining Order is in direct conflict with the Judge's order of signing the hardship Agreement. The hardship terms entitled my obligations to "offer any assistance" but I am under restraining order protection against which states clearly that is ordered to stay 100 yards away from me.

2). On Oral Argument for New Trial, I state that I am fear for my life and my security and my financial burden, I am now seeking for legal assistance from consulate as I can't find/afford a lawyer in Arizona with my limited resources as an alien spouse. I did not expect the judge to said: "That is your problem!" I also did not expect that after the judge confirmed to me on the phone that he understands everything what I said but some of my witness\* attended to the court room told me that he was most of the time rolling his eyes when I was talking. I noticed he did that at trial when my previous lawyer was representing me too.

I felt sorry that I was not able to physically attend to the Argument, my friend\* who was helping me

understand the judge questions as I was worried my language and legal barrier and was simply offering some urgent help for me at the Oral Argument. What happen was the judge was pissed off and in anger stated: " If he was here, I will throw him out of my court room!" It upset my friend and I lost some help, so now I am struggle harder than ever.

I can't judge what is the real reason to cause all this happened, is it from "other relationships to influence the judge's judicial conduct or judgment" (1 B, Code of Judicial Conduct );or his "bias or prejudice concerning a party or party's lawyer; or personal knowledge of disputed evidence facts concerning the proceeding". (3E<1>—<a>,Code of Judicial Conduct ),( I suppose the judge is to disclose on the record the basis of the disqualification if any according to 3E, Code of Judicial Conduct . ); or is it from his bias or prejudice on race, sex, national origin, socioeconomic status, (3B<5>,Code of Judicial Conduct ); or due diligence or responsibility?...During the divorce, I have been asked around 5 lawyers in Arizona, California, either my pre-nuptial agreement or divorce Decree seems not fair to me at all. It has been really hard for me but I have to represent myself fight with Motion for New Trial, I had some assistant by a good lawyer in California \*, the outcome from the court surprised him. I was directed to write to your committee. I had phoned several public entities for help including Special Litigation Counsel \*of US Dept. of Justice etc. So this copy may go to other judicial entities.

A honorable judiciary is indispensable to justice in society, and hopefully this letter would find positive effect on maintaining confidence in United States legal system and enhancing visible symbol of the government.

Looking forward to your prompt reply,