

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 08-258

Complainant: No. 1346510034A

Judge: No. 1346510034B

ORDER

The commission reviewed the complaint filed in this matter and found no evidence of ethical misconduct on the part of the judge. A judge's decisions concerning property rights involve legal questions outside the commission's jurisdiction. Therefore, the complaint is dismissed pursuant to Rules 16(a) and 23. Since neither party requested a court reporter at the hearing, there is no official court record available to the complainant.

Dated: January 28, 2009.

FOR THE COMMISSION

\s\ Keith Stott

Executive Director

Copies of this order were mailed to the complainant and the judge on January 28, 2009.

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

9 October 2008

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Dear Sir:

ordered that I sign a Quit Claim
Deed placing my ex-wife on title to a property located in (reference attached Minute-
entry dated). This was a follow up to a divorce decree filed in

I provided testimony that this could result in an acceleration of payments and the Court ordered that if this action triggered a "due on sale" clause that the property would be immediately placed on the market for sale. I again testified that this could result in an acceleration of payments to be due and payable immediately and I asked the Court to explain the difference between an "acceleration" clause and a "due on sale" clause. The Court informed me that they are the same.

I mailed all the pertinent documents to (holder of the mortgage contract) including the decree and the Minute-entry. I followed up with a phone call three days later and I was told that a Quit Claim of this nature would be considered a transfer of title which is prohibited by paragraph 12 of the mortgage contract (reference attached pre-existing mortgage contract). went on to state that if I sign a Quit Claim to include my ex wife on title as "tenant in Common" (50% owner which reduces my ownership from 100% to 50% and is defined by as a transfer of ownership) as described in the Court order, I would be in breach of contract and all of the legal repercussions discussed in paragraph 12 of the mortgage contract would then come into play.

These repercussions include the acceleration of all payments to be due and payable immediately (without waiting for a sale of the property) AND that a default on one contract I have with constitutes a default on ALL contracts I have with This means that my signing a Quit Claim on the property (as ordered by the Court) would result in acceleration of all payments to be

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immediately due and payable on the property AND acceleration of all payments to be immediately due and payable on the property and home in which I live in (also financed with reference attached Settlement Statement). Even with the current national mortgage crisis all of my loans are in good standing but this would force me into foreclosure and bankruptcy (which only adds to the national problem and destroys my financial future). However, if determines that this action is absolutely necessary and is willing to pay off both mortgages, a breach of contract and foreclosure and forced bankruptcy could be averted. This however, would solve only part of the problem as damage has already been done.

I filed a Motion to Rescind that portion of the Court order which directs me to take action that would breach paragraph 12 of the mortgage contract because I respectfully do not believe that the judge or have the authority to order that I breach an existing contract (reference attached Motion To Rescind). In the Motion to Rescind I stated my reasons and very respectfully asked the Court to justify the need to direct me to breach a pre-existing contract. I also respectfully asked the Court to inform me of the authority under which I may be ordered to breach a pre-existing contract. The motion was denied and no explanation was offered (reference attached Order Denying Motion dated and filed

In my opinion, laws have been violated to include portions of the United States Constitution, ethics have been violated, and equal application of the law has not been properly administered. I further believe that I have been denied some of my rights such as the right to enter into a legal contract with the expectation that I be allowed to be faithful to that contract without interference from this should not be denied without due process of law (direct conflict with the Fourteenth Amendment to the U.S. Constitution) and even then I believe it would need to be a Federal matter I believe the Court, and therefore has placed me in the untenable position of either

non-compliance with a Court order or facing breach of contract and risking foreclosure and bankruptcy and loss of all my assets. I believe that I am correct, however, if I am incorrect please keep in mind that I have respectfully asked the Court to provide the authority for these actions and I have been denied that request.

I spent twenty two years as a member of the Armed Forces of the United States proudly defending the Constitution of the United States of America. If I see and experience something that I honestly believe to be an injustice and a compromise of the Constitution that I swore to defend, I feel it is my duty to respectfully address the matter.

As a side-note to all of this, I exist on a small disability income and as such I cannot afford an attorney to address the Court for me. Therefore I have been required to do this on my own. It appears to me that the Court is resentful of the fact that it is addressing a member of the electorate who is not a practicing attorney and I believe this has had a negative impact on the proceedings.