

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 09-285

Complainant: No. 1376410533A

Judge: No. 1376410533B

ORDER

The commission reviewed the complaint filed in this matter and found no ethical misconduct on the part of the judge. The issues raised involve legal and procedural matters outside the jurisdiction of the commission. Therefore, the complaint is dismissed pursuant to Rules 16(a) and 23.

Dated: January 20, 2010

FOR THE COMMISSION

\s\ Keith Stott
Executive Director

Copies of this order were mailed
to the complainant and the judge
on January 20, 2010

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

OCT 19 2009

October 14, 2009

STATE ATTORNEY GENERAL OFFICE

TERRY GODDARD, Attorney General
 1275 W. Washington Street
 Phoenix, AZ 85007-2926
 (602) 542-5263
<http://www.azag.gov>

RE: Justice of The Peace
 MARICOPA/STANFIELD JUSTICE COURT PRECINCT # 8
 19955 N. Wilson Ave.
 MARICOPA, AZ 85239
 (800) 530-8087

Dear Attorney General,

We are filing a formal complaint against Judge [redacted] who is the one
 responsible for the dismissal of our cases against [redacted] dba
 [redacted], and now operating as
 [redacted] Scottsdale, AZ 85266
 [redacted] has been the President of all of these companies and had
 retained legal counsel the firm [redacted] P.L.C.,
 [redacted] Suite 800, Phoenix, Arizona

Judge [redacted] dismissed all of cases on Janaury 13, 2009, against
 [redacted] since there was a Binding Arbitration clause in the sale contract.
 We argued that the Federal Arbitration Act (the "FAA" or the "Act") 9 U.S.C. § 2
 (1999 states clearly in Section 2 a prerequisite in applying the FAA to an
 arbitration agreement—a link to interstate commerce. The Defendant does
 business in Arizona and purchases its materials for home construction here in
 Arizona. The Federal Arbitration Act (the "FAA" or the "Act") 9 U.S.C. § 2 (1999)
 Section 2 also states that wherein the Act allows for the possibility that an
 arbitration agreement may be invalidated for those reasons that "exist at law or in
 equity for the revocation of any contract", generally. 9 U.S.C. § 2 (1999). That is
 to say, general contract defenses, such as fraud, duress or unconscionability can
 be applied by courts to invalidate arbitration agreements without conflicting with
 Section 2 of the FAA. For both reasons we argued that the Binding Arbitration
 clause does not apply, but Judge [redacted] dismissed our arguments and dismissed
 both of our cases against [redacted] at the time.

RECEIVED

OCT 16 2009

STATE BAR OF ARIZONA
LAWYER REGULATION

We believe that this is not the fair application of the law, and because of our treatment received by Judge _____ and their legal counsel, we are now launching separate claims against the subcontractors: _____ (plumbing claim) and _____ (insulation claim). Furthermore, we are posting our views about Judge _____ on our web site: www.ArbitrateThis.com along with all the other companies responsible for our troubles.

We do not want to see Judge _____ in front of us in Court unless they want to add to their list of flawed decisions on our web site.

Sincerely,

Copies sent:

AZ State Bar Association