

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 09-350

Complainant: No. 1381610394A

Judge: No. 1381610394B

ORDER

The complainant alleged, in part, that the judge delayed ruling on a motion to vacate. After considering the complaint and the judge's response, the commission decided to dismiss the matter with a letter warning the judge of his obligation to comply with A.R.S. § 11-434.02(A), which requires a judge to decide all matters submitted within 60 days. The complaint is dismissed pursuant to commission Rule 16(b).

Dated: April 27, 2010

FOR THE COMMISSION

\s\ William Brammer

J. William Brammer, Jr.
Commission Chair

Copies of this order were mailed to the complainant and the judge on April 27, 2010.

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

COMPLAINTS AGAINST JUDGE DAVID MORALES

My name: _____ (defendant)

Judge's name:

Plaintiff's name:

Date of this complaint: 12/03/09

Case number of hearing: CV2008

Introduction: This small claims case involved a claim for payment from plaintiff for supposedly adding concrete to some of the piers of my preexisting foundation. I did not pay plaintiff because he did not do any work that was authorized or that was of benefit to me, and he harmed my property. He also claimed to have done, and charged me for, work that had already been done by the contractor who did my original foundation. In other words, he second-guessed my foundation, and, scammed me by trying to collect for work he did not do on the underground parts of piers that were not visible but that I later found out were already more than adequate and better than code before plaintiff even came on the scene. Plaintiff also did unauthorized, unnecessary work that damaged my property. He charged me for other things (bidding, consulting, and generator rental) that we had not even discussed let alone agreed to. In addition, plaintiff refused to give me a contract, misrepresented himself as a licensed general contractor when he was only a "carpenter, remodeling and repair", did work, or claimed to have done work, that was out of the scope of his license, and, in general, attempted to scam me. Judge _____ ruled in favor of plaintiff. I claim that Judge _____ judged this case unjustly and incompetently. Below are enumerated several examples of his judicial misconduct and incompetence:

Complaints against Judge:

Judge failed to respond to my motion to vacate judgment within 60 days as required. When he finally responded, 3 ¼ months after the motion was filed, he refused to address the points or questions of my motion to vacate, no doubt because he did not have any justification for his decision. He merely denied my motions.

In addition, in his belated answer to my motion to vacate, Judge stated he could not defer the judgment against me, as I had requested in my motion to vacate, until after the Registrar of Contractors (ROC) dealt with the case, because he had already filed the judgment. I would think that if I had a right to file a motion to vacate, and if I did so within the time limit, which I did, then Judge should not have filed the judgment before the deadline to file a motion to vacate. Or, if the judgment were filed after Judge received my motion to vacate, I would think that the judgment should not have been filed at least until after he gave his response to the motion to vacate. I don't know when the judgment was "filed".

Judge also rejected, without explanation, requests by me to have the case heard in a court that deals with fraud and deceit and perjury instead of in small claims court. Small claims court does not have jurisdiction to hear cases that involve illegal activity, fraud or

statements were never challenged by either plaintiff or Judge; Judge simply ignored them.)

This evidence was not even mentioned in Judge's decision, nor was it addressed in his belated answer to my motion to vacate in which I specifically asked him why he had not mentioned or addressed this evidence in his decision. (In addition, arbitrator refused to even take into her possession the papers with these statements on them, or any other evidence I brought, despite my asking her to take them three times. It was not that the evidence was inadmissible, by any means; arbiter simply didn't want to be bothered with them. Because she didn't take them, I know she did not review them.)

Judge also ignored and failed to address, in both his decision and in his belated answer to my motion to vacate, evidence presented by my architect, See the two (enclosed) letters by Mr. Judge ignored evidence presented that Mr. like myself, had also been manipulated and deceived by plaintiff; Judge ignored evidence that plaintiff misrepresented the architect and his drawing. wrote in these letters that plaintiff's use of his drawing was "deceptive and misleading". Mr. also wrote that he had not ordered additions to the above-ground parts of my piers, the only work plaintiff did, and that he was deceived by plaintiff into thinking that the original underground parts of the piers were inadequate and needed beefing up when, in fact, they had already more than met code and architect specifications before plaintiff came on the scene. (Plaintiff claimed to have done the work that had previously been done by another contractor.)

Here is a clarification of what this drawing was all about: After I received a bill from plaintiff regarding modifications plaintiff had supposedly made to my preexisting foundation, I questioned his charges and his work because so many things did not make sense. I asked for clarification, in writing and on the phone, of what plaintiff actually did to my foundation and a warranty of his work, before I paid him. When I asked for an explanation of what plaintiff did to my foundation, plaintiff hung up on me. Instead of explaining to me what he had done, he went to MY architect without my knowledge under the pretense of having the architect help clarify for me what plaintiff did to my existing foundation. The architect had never seen the underground parts of my piers and had never seen the site after modification of my piers was supposedly done. Plaintiff asked my architect, Mr. to make a drawing of my piers for him, and told my architect that he would be using this drawing to explain to me what he did to the piers. Mr. made the drawing, but his drawing was not based on his first-hand knowledge of what the piers looked like, since Mr. did not have knowledge of what the underground parts of the piers were like before supposed modifications were made, and since he had not seen my site after the "modifications" were supposedly made. Mr. made the drawing based on plaintiff's description of what the piers were like prior to "modification". My architect was deceived also as to the purpose of plaintiff's request that he make this drawing. I never received a copy of the architect's drawing from the architect himself. I only later received the drawing after plaintiff had modified it from the original architect's drawing. After the architect made the drawing, he sent a copy to plaintiff, who later modified the drawing and tried to pass off to me and

to the court, that the drawing, as well as the modifications, to the drawing was the work of the architect. Plaintiff tried to make it look as if the architect had drawn what, in fact, plaintiff had drawn. He also tried to make it look as if the architect had ordered the additions to my ABOVE-ground piers that plaintiff added to the drawing when in fact, the architect did not even know that the ABOVE-ground piers had been modified until I told him about the modifications later. The architect states in his letter that he would not have approved of those ABOVE-ground additions to my piers, had he known that plaintiff was planning to make them. In addition, plaintiff tried to make it look as if the architect were verifying that the preexisting UNDERGROUND parts of my piers were as shown in the drawing, when, in fact, Mr. [redacted] had never seen the underground parts of those piers before or after the "work" was done. (I did not know that the architect had not seen the underground parts of the piers that at the time.) Mr. [redacted] was merely making these drawings according to plaintiff's description of the piers. Mr. [redacted] made these drawing, as a courtesy to me, although I did not even know that plaintiff was requesting drawings of the architect at the time. Plaintiff had gone to the architect, after the "work" was done, under the pretense of asking the architect for help in clarifying for me what the piers were like before and after he worked on them. Plaintiff's motive in having these drawings done and modifying them later was to deceive my architect and me and to make it look as if my architect were supporting plaintiff's claims, which he was not. Plaintiff made additions to the above ground parts of my piers on this drawing and wrote on the drawing that he had performed upgrades according to the architect's specifications as indicated in this (modified) drawing, which was a lie. Mr. [redacted] two (enclosed) letters speak of these deceptions. In my enclosures, I am including both the original drawing that Mr. [redacted] drew (which I did not see until much later) and the one deceptively modified by plaintiff and attributed, falsely, to Mr. [redacted]

My complaint about the judge was that he deliberately ignored all this evidence of fraud and deception, did not even address it, and ignored it in making his decision and in refusing my motion to vacate, and in refusing to defer his decision until the Registrar of Contractors could investigate the fraud.

Plaintiff had NOT performed "upgrades" to my existing underground piers as plaintiff claimed he had because the underground piers had already more than met code and more than met the architect's specification before plaintiff's arrival on the site. (Mr. [redacted] made specifications in my architectural plans for upgrades on the BELOW-ground piers only because plaintiff had indicated to the architect that the underground piers were inadequate, which was a falsehood. All those enclosed statements of qualified people who examined my piers verify that plaintiff's claim that the underground parts of the piers were inadequate was false. These statements report that the original piers were more than adequate and more than met code and that NO additions or alterations were ever made to the UNDER-ground parts of those piers, nor were any needed. Mr. [redacted] had never seen the underground part of my piers. If he had, he would have drawn them as they were and are, as two feet square, instead of the way plaintiff described them.) In addition, Mr. [redacted] did NOT order additions to the ABOVE-ground parts of the piers. Mr. [redacted] hadn't even been told that additions to the ABOVE-ground piers had been done. He would not have ordered them because they were unnecessary and ugly. In

addition, when [redacted] later learned the ABOVE-ground piers had been added to, he called them an “eyesore”. [redacted] had inadvertently and unknowingly been used and manipulated by plaintiff to support plaintiff’s scam. Plaintiff had told me some things and told my architect contradictory things and told us both lies, so that it took a long time and many e-mails before Mr. [redacted] and I finally sorted out what had really happened.

The point is that Judge ignored all this evidence of fraud and deception and failed to address it.

Judge made up what he called “facts” in his decision. He said [redacted] “changed his mind” about what he wanted from plaintiff, but there was no evidence for that assertion at all, and not even plaintiff had claimed that. Judge tried to make a reasoned argument in his decision in favor of plaintiff by filling in his argument with fabrications and assumptions that were never verified. I am claiming that Judge was searching for justification for his decision in favor of plaintiff instead of making his decision based on the evidence.

Judge failed to mention that plaintiff had no written contract, no proof of an agreement between plaintiff and myself. He failed to mention that plaintiff had refused to provide a contract, which is illegal according to the Registrar of Contractors. Contractors are required by law to provide a contract that lists at a minimum many pieces of information, including, among many other things, the signatures of contractor and customer, and a clear specification of precisely what work was to be performed and how much each job was going to cost. Plaintiff provided nothing, despite my repeated requests from plaintiff that he supply me with a clear bid and a contract. How can a judge rule in favor of a plaintiff who has no proof of an agreement, and no proof of an agreement as to costs, especially when I provided proof that plaintiff had not even done what he later charged me for and especially when I proved that he had done unauthorized and unnecessary work that damaged my property?

Judge failed to acknowledge that plaintiff had no evidence that even a verbal agreement between himself and me regarding what he charged me for ever existed. Plaintiff had to offer only his own assertions, his own self-created papers, and his discredited, and deceptive and misleading, drawings and e-mails. Plaintiff was, therefore, not able to prove that there was any agreement between us to do work he *claimed* my architect or I asked him to do. Judge even took plaintiff’s business card which advertised his services as a “consultant” as evidence that I had hired him as a “consultant”, when I never asked him to do consulting for me. Plaintiff and I had never even discussed the possibility of him doing consulting for me. He kept asking to be my general contractor, and I kept telling him I didn’t want him as my general contractor, that I only wanted a carpenter/framer. But we never discussed his being my consultant. Also, I never asked him to second-guess my foundation; I had had no complaints about the original foundation/piers which were done exceptionally well. I only asked plaintiff for a “bid” for carpentry. We never even had an agreement for him to do carpentry because he never did give me a bid, let alone a contract, for carpentry. I had never even seen plaintiff’s business card until the court hearing. A business card offering services is not evidence of

an agreement to do that specific service. Plaintiff also charged me for rental of a generator when he had specifically told me that he would not be renting a generator but buying his own and would not be charging me for rental of a generator. Judge is either totally incapable of understanding what constitutes “evidence” or he was deliberately confabulating evidence and trying to pass off what is not evidence as evidence. I think it is mostly the latter alternative.

Judge failed to mention evidence that plaintiff had perjured himself and lied and misrepresented himself on numerous counts and had made claims for payment for “work” he did not do and for work that was harmful and unnecessary and unauthorized. In fact, Judge made it clear in court that I was not to use words suggesting deception on plaintiff’s part, despite the fact that my defense *was* that plaintiff had attempted to scam me and did not provide any benefit (only harm) for money he was claiming. Judge went so far as to maintain that “nobody lies in small claims court”, an absurd statement, and, in effect, Judge denied me the ability to defend myself by not recognizing my right to claim, and provide evidence for, deception and fraud. Then he “hid” the evidence I had presented by failing to mention it or address it in his decision.

Judge failed to mention that plaintiff had misrepresented himself to me and to my architect and to several others as a licensed general contractor, which he is not. He failed to mention that plaintiff was working out of the scope of his license as a “carpenter, remodeling and repair” when he modified or claimed to modify my existing foundation.. I provided proof that he is only a “carpenter, remodeling and repair”, not a general contractor. As such he is/was not legally allowed to do the (unauthorized and unnecessary) work he did do or the work he claimed he had done, which he did not do.

Despite the fact that the Judge told us at the beginning of the court hearing that the plaintiff had the burden of proof, Judge accepted mere assertions on the part of plaintiff as “facts”, and failed to even mention in his decision my substantial body of very strong evidence that plaintiff had not done anything to earn any of the money he was claiming. Plaintiff had the burden of proof that I owed him money and did not provide proof, but Judge accepted plaintiff’s claims as “fact”. I did NOT have the burden of proof, yet I offered substantial proof that I did *not* owe plaintiff money, yet Judge treated my evidence as if it did not exist, that is, he ignored it, failed to acknowledge it in his decision and response to my motion to vacate. Even though I did not have the burden of proof, I proved the negative; I proved I did *not* owe money, but my evidence was not even mentioned.

Although even the judge stated that plaintiff had the burden of proof, plaintiff supplied no proof that stood up or that wasn’t merely his own assertions or papers he himself wrote, or deceptively presented drawings or e-mails, whereas I supplied substantial evidence that plaintiff did NOT perform authorized work that he was charging me for. In addition, I supplied substantial proof that plaintiff had attempted to defraud me and that he was not licensed to do the work he did or claimed to have done and that he had no contract or evidence of any agreement to do work he did, or work he claimed to have done and did

not do. Judge knew plaintiff had the burden of proof because he said so in court, yet he ignored my proof and ignored the fact that plaintiff didn't have any proof and I did.

Judge claimed that his decision was based on "facts" and "law" when, in fact, it was not. In fact, the law supports my claims, and his "facts" were mostly false assertions. Even the one law and case he mentioned (but did not cite) seems to support my position, not his decision, although it is so vaguely expressed that it is difficult to tell what Judge meant to say it was supposed to prove.

Judge (instead of recognizing his limitations as a small claims court judge who could not deal with issues of fraud or deception and as a judge who understood next to nothing about construction or contractor law, or any law at all for that matter), refused to hold off on his decision or to hold off on his execution of the judgment against me until the Registrar of Contractors could investigate this case. Instead of waiting for the ROC (that is authorized to deal with fraud cases and familiar with construction issues) to judge the case, Judge covered up the fraud, or pretended that it had not even been brought up as an issue, in his decision, as if to make this (fraud) case fit his jurisdiction by denying the fraud, instead of trying to fit the (fraud) case to the proper jurisdiction.

In addition to ignoring and failing to even mention in his decision almost all of my positions and evidence, Judge seemed to work hard at trying to make a case for plaintiff, at trying to find a law that would support his decision, and at even making up "facts" and arguments that would appear to support plaintiff. I think he was quite unsuccessful. But I believe it is obvious that Judge was trying to support plaintiff and to hide my evidence. I have no idea why, I can only guess why. Certainly, the failure to mention most of my extensive evidence or even address my positions and claims was not an innocent omission, especially since I repeated a lot of my evidence and positions in my motion to vacate, and Judge still failed to address or acknowledge them.

Judge seems to tolerate and defend lying and perjury and con games, as if these things attract his empathy...unless he truly believes that "No one lies in small claims court", in which case, extreme naïveté and denial of whatever contradicts his naïve views is responsible for his injustice. But that doesn't explain his persistent hiding of my evidence and refusal to even acknowledge it. At any rate, he is a grossly unjust Judge, and I do not understand how he could be there, year after year, inflicting himself on the public.

While the above complaints are related to deliberate or willful omissions or commissions of misconduct, the following relate to the Judge's incompetence:

The judge said in his decision that he was making his decision based on law and fact, but he did not supply valid laws or facts to support his decision. On the contrary, laws and facts support my claims, and he ignored those laws and facts.

Judge is unbelievably ignorant of the law. In particular, he seems to know nothing about contract law. I understand he has NO legal experience or training. Certainly, he is

oblivious to the meaning of what a contractor's contract requires, and is unaware that a contractor is supposed to provide a written contract that meets many specific criteria. I told him that in court, but he ignored it. And he knows nothing about law as it relates to contractors.

Judge is also ignorant about contractor licensing. Even though I told him that, according to the Registrar of Contractors, contractors have to be licensed in the specific kind of work that they do or else they are working illegally, Judge ignored this. Plaintiff was working out of the scope of his license as a "carpenter, remodel and repair" in making alterations to an existing foundation or proposing to do, or claiming to have done, such work. When I pointed out that plaintiff had misrepresented himself (to me, to my architect, to several other people in Bisbee, and to the arbitrator and court) as a licensed general contractor when he was not, and that plaintiff was working out of the scope of his license, according to the Registrar of Contractors,...when I did this, the judge tried to claim, in his decision, that because plaintiff was a licensed contractor, regardless of what kind of work he was doing or licensed to do, he could legally do the work he did and the work he claimed to have done. This is false. A "carpenter, remodeling and repair" is not licensed to make modifications to an existing foundation/pier.

Judge's vocabulary seems to be deficient. He doesn't/didn't seem to have a clear understanding of what a "bid", or a "contract" or a "pier" or a "general contractor" is. He seems to have assumed that contractors charge for "bidding" when in fact they don't. A bid is a formal offer to do specific work at a set price. People don't charge to tell you how much they are going to charge. I've never had a subcontractor charge me for a bid, and certainly, without a previous agreement to pay for a bid, there is no justification for asking for money, after the fact, for bidding. In addition, I certainly wouldn't agree to pay someone to tell me how much they would charge me for a job. Furthermore, plaintiff never did provide me with a meaningful bid. He gave me a handwritten piece of paper with some figures on it, with no name, no company name, no license number, no signature, no date, and unclear figures. I rejected this paper because it was not a bid, because the fees were 3-4-5 times higher than the going rate for the same jobs, and because plaintiff refused to stand by his own "bid" and put his name on it. In addition, when I told plaintiff his fees were much too high, he said they would actually be much lower, "much much lower". When I then asked plaintiff to write a bid with fees as they were actually going to be instead of "much much" higher than they will really be, he would not do so. I told him that what he gave me is not a bid and that I didn't accept it. And told him I knew I could do far better elsewhere, even if I had to go to Tucson for a carpenter. How competent is a judge who falls for the line that a piece of paper that is meaningless, way too high priced, has no signatures, and that the plaintiff refused to stand by or put his name on or sign or date, is a legitimate bid that was agreed to? How competent is a judge who supports a plaintiff's charge of \$400 for this worthless piece of paper?

How competent is a judge who takes the discredited word of a plaintiff that he acted as a consultant when there is no evidence that any discussion or agreement about a fee for consulting was ever made? How competent is the judge when there is no evidence that

any consulting was done, other than plaintiff's unsolicited second-guessing regarding my foundation, which wasn't even in the scope of plaintiff's legal line of contractor business. Plaintiff didn't even put "consulting" on the phony "bid" discussed above. I never benefited from any "consulting". Perhaps, falsely telling me that my house would fall down if I did not make additions to some underground parts of my piers (when in fact my piers were already better than code and more than met architect's specifications) was considered "consulting". Plaintiff was working out of the legal scope of his license in advising me to make alterations to my piers, as he is not a general contractor or concrete mason but a "carpenter, remodel and repair". So how can plaintiff charge me for illegal consulting that I never asked him to do for a job that was fraudulent? Is an "offer" on a business card an agreement to hire the issuer of the business card to fill the offer? What was the Judge thinking?

Judge's reasoning, especially his legal reasoning, is very deficient. For example, after I pointed out that plaintiff had misrepresented himself as a licensed General Contractor when, in fact, he was only a licensed "Carpenter, Remodeling and Repair", Judge seemed to fail to understand that there was a legal difference in the scope or allowable practice of these two licensees. He "reasoned" that, even though plaintiff is not a licensed General Contractor, even though he is a "Carpenter, Remodeling and Repair", because he is a licensed contractor, whatever kind of work he was doing was legal. As if the fact that plaintiff has SOME kind of license gave him license to do ANY kind of work. That is like saying that a licensed psychologist can legally practice brain surgery because he/she is a "licensed doctor".

As another example, Judge cites in his decision (without giving a citation) a legal case in which an unlicensed contractor was held responsible for damages he did to a plaintiff's property. Judge concludes, that since the plaintiff in my case is a licensed "carpenter, remodel and repair", even though he was not licensed to do modifications to my foundation, plaintiff canNOT be held responsible for damages he did to my property. Does this follow logically????? He was saying that an unlicensed person CAN be held responsible for damage done to property he worked on illegally, and *therefore*, a licensed contractor (carpenter) CAN'T be held responsible for damage he did to property (even when he was NOT licensed to do the kind of work he actually did do or claimed to have done.) Does this "reasoning" make sense?

I have inquired around Cochise County about this Judge and have been told that attorneys tend to think that this Judge "doesn't know what he is doing". It appears that much of what he tries to do when hearing a case is to impress on people that he is knowledgeable about the law, but in the process of trying to impress people with his knowledge of the law, he merely reveals himself as a nincompoop!

Judge said, "No one lies in small claims court."????? What kind of rational intelligent adult would believe or say something like that? Judge used this assertion to disqualify all my evidence that plaintiff misrepresented his credentials, failed to provide a contract, scammed me, perjured himself, and charged me for work he did not do. "Fraud and misrepresentation and deceit" were my main defenses. Judge made it clear that I was not

to make any claim of deceit or use such words in this court. In effect, he was telling me that he would not consider my defense because “no one lies in small claims court”. Perhaps he was worried that the case should not have been heard in small claims court because small claims court does not have the jurisdiction to hear cases of fraud, perjury, and deception. It is true that this case should not have been heard in small claims court, as I repeatedly stated prior to the hearing and in my motion to vacate. I requested several times that the judge defer to the Registrar of Contractors because the ROC does have jurisdiction over fraud cases. The judge continually denied my request. Instead of referring this case to a court that could deal with deception and fraud, Judge denied the existence of the possibility of deception in small claims court!

In addition to the attached evidence, I have a CD of the hearing with this judge which I paid the court to get. If you would like to have a copy of this CD, or to make a transcription from it, you are welcome to it.

Finally, over four years ago, I had another encounter with this judge in a case in which he ruled so unjustly and stupidly against me that I am still smarting from the injustice of it and still have not recovered from the consequences to me of his ruling. Judge’s misconduct and incompetence in that case was even greater than in this current case.

I was, at that time, living in a part of a rented unit and had a business in the other part of it. In the part of the unit that I used for living quarters, there were some damaged tiles in the bathroom, especially around the shower. These tiles were a little loose when I moved in and continued to loosen. I had been repeatedly requesting of the management at Bisbee Realty, for several years, that these tiles be fixed. The management refused to fix them. Then, because the building was being sold, and because there were some repairs that needed to be done to facilitate the sale, SUDDENLY the management wanted to fix the tiles immediately. They also wanted to do some termite work in a small part of a wall. Without adequate legal notice, management left a message on my answering machine that they were sending, within a matter of hours, someone to fix the tile. I had to cancel my client appointments. Later they told me I would have to immediately vacate the building for an indefinite amount of time that could be weeks, so that they could deal with the termites and the tiles and mold accumulation behind the tiles. They claimed the tile/mold situation was a health hazard that required me to immediately vacate the building, despite the fact that I’d been asking management to fix the tiles for years because of the mold problem, and they had ignored me. I would have willingly vacated the building for a lengthy period of time, had it have been necessary (and it was not), but the management offered me no “equivalent” place to live or carry on my business, as is required by law. When I insisted that my right to not be invaded without proper notice and my insistence on a proper alternative place to live and work be respected, Bisbee Realty took me to court. An attorney represented Bisbee Realty. He did not provide evidence of the urgency of my vacating the unit, did not even define a “health hazard”, or specify the legal grounds for eviction on the bases of a “health hazard, and did not offer me living quarters or business quarters where I could adequately carry on my life and work. He did not call any witnesses or provide any evidence for his claims that I must immediately leave the unit due to a “health hazard”. The urgency was claimed only

for the sake of a matter of convenience for Bisbee Realty and in order to secure a sale; it was not concern for my health, which was badly damaged as a result of the illegal eviction the judge ordered, where he gave me only a few days to vacate. The attorney merely made assertions during this hearing. All I wanted was a place to live and work during the time the repairs were being done, as is my right by law. I had a contract, and I had a legal right to not be dumped in the street without notice when I had paid my rent. I had a legal right to have time to secure my personal confidential client files before workmen invaded my place of business. Bisbee Realty was only asking me to vacate the unit during the repairs, but the Judge arbitrarily ruled that I must permanently leave my place of business and my home within a matter of DAYS (not thirty days), despite my rental agreement. On what grounds, the judge did not say.

This illegal eviction was in the middle of a month during a year in which there were few rental vacancies, and Bisbee Realty managed most of the rentals in Bisbee. I was given a matter of a few days, not thirty days, in which to find a place to rent for both myself and for my business and to get everything moved out of the unit. It was impossible to find such a place in so short a time. I did not find a place to rent for several weeks, and in the meantime, I had to live in a motel and cancel all my business appointments. My income ceased. I have severe arthritis and I had to move an enormous amount of business and personal furniture and possessions out of that unit and into storage, and then later to move it again back into a rental, in a matter of days. The move out of the unit required three or four days of excruciating physical exertion and no sleep just to get moved out of the unit in time. My health and my joints were severely compromised, even though I had help moving. I have since had a knee and a hip replaced; there is not much that can be done for my back. In the end, I had to move to Sierra Vista because I could not find anything in Bisbee to rent that was not managed by Bisbee Realty. I lost my business, my clients, my health, and considerable income. I even lost my hometown and the town of my business and had to move 30 minutes away because there was no appropriate rental available on such short notice in my original town. On top of that the judge made no provision for me to even be repaid the rent I had paid in advance to Bisbee Realty, let alone my deposit, or any moving expenses or other costs. I never recovered even the rent that I paid in advance for the use of a rental I was not allowed to use.

I appealed this judge's decision on the ground that it was an unlawful eviction. Superior Court granted the appeal. I would have won that case hands down, but my attorney "forgot" to file something at the court before a deadline (and he did not even tell me he had not done so), so I was not able to have my case heard at Superior Court. My attorney gave me back the money I paid him, but I "lost" the case due to his failure to file. I have since learned that I can at least file complaints against this judge for his misconduct.

I plan to submit a detailed and long list of violations by this judge for both misconduct and incompetence regarding this other case as well, as soon as I have time. I have all the old records, including a CD of the case and official transcripts of the hearing. I also have all the court and appeal papers and all the evidence in storage. When I get all those things together, I'll be sending another list of complaint to you. I just want you to know now that this was not my first experience of injustice at the hands of this judge. I also

want you to know that the judge's motive for ruling unjustly against me this time is likely at least in part due to retaliation for my appealing the case last time.

I am grateful that at least there is some body, the Commission on Judicial Misconduct, that is looking out for the public. I can't imagine how much damage this judge must have done by now to countless other innocent people because of his injustices and incompetence.