

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 10-149

Complainant: No. 1395410879A

Judge: No. 1395410879B

ORDER

The complainant alleged that two superior court judges violated his rights by failing to appoint an attorney to litigate his civil case, denying him appropriate help or access to the court, and requiring him to adhere to procedural requirements even though he is not an attorney. After analyzing the issues, the commission found no evidence of misconduct on the part of either judge. Accordingly, the complaint is dismissed pursuant to Rules 16(a) and 23.

Dated: July 23, 2010.

FOR THE COMMISSION

 \s\ Keith Stott
Executive Director

Copies of this order were mailed to the complainant and the judge on July 23, 2010.

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

May 27, 2010

JUN 07 2010

State Commission on Judicial Conduct
1501 W. Washington, Street Suite 229
Phoenix, Arizona 85007

To Whom It May Concern;

I am asking you and your office to meaningfully investigate and prosecute the criminal and civil violations of State and Federal Laws for the unlawful abuses done to me and others. I am tired of the discriminatory abuse of my civil rights as a natural born American citizen of the United States who is seeking equal and fair protections of State/Federal laws. I want reasonable due process, meaningful, reasonable and fair access to State and County services including applications of laws fairly and equally reasonably applied. I am asking all authorities: to either charge me with a crime or charge them with their crimes.

I am legally defined by the Americans with Disability Act (ADA) as a disabled person. I am legally identified as and known to be a disabled person who has both seriously mentally ill defects and physical defects resulting in severe disabilities. I am protected by Federal Law under the Americans with Disability Act and I am guaranteed certain equal protections under the ADA of reasonable access. One ADA guaranteed protection is reasonable access even to State and local government facilities and their services including reasonable access to equal due processes of law. I have systematically, repeatedly and consistently been denied reasonable access to the equal protections of the law by the PCSO and PCSC in specific violation of the ADA and I have been specifically targeted with retaliation. PCSO has allowed others to assault me, including the PCSO SWAT team, by the PCSO for demanding equal protection of my rights.

According to my understanding of the ADA, Federal, State and County governing bodies and their respective agents, including Judges, and other individual persons are specifically not exempted from a \$50,000.00 per day fine, per incident, for each and every day, reasonable access is denied to me, plus any other actual damages according to Federal Law for denying a disabled person like me reasonable access to all services, including access to equal application of reporting, investigating and prosecuting criminal offenses and the equal enforcement of laws.

I am reporting to your office and to you personally, the criminal acts of frauds by fraudulently implied Insurance Coverages and conspiracy to commit fraud, by Insurance Companies, sales agents, adjusters and Insurance Companies, as acts committed through The U.S. mails. An Insurance company agent also stole the identity of Ms. _____ in violation of Arizona Revised Statutes 13-2008, a class 4 felony. Ms. _____ stolen name and identity was then unlawfully used By _____ who subsequently committed perjury, by filling false perjured court documents containing Ms. _____ stolen identity, on the sole behalf of Mendota Ins. co., that resulted in an emotional and financial assault upon me that also caused me great financial (tens of thousands of dollars of actual losses) and emotional damages.

The identity theft of Ms. _____ name and its cover-up, by both the Pima County Sheriff's Office (PCSO) after Ms. _____ and I both reported her identity theft, Case # _____ and its unlawful use against me, and the collusion of the identity theft cover-up to two Pima County Superior Courts Judges (PCSCJ) has resulted in violations of my civil rights pursuant to the Arizona and United States of America Constitutions. The identity theft was done by John _____ who had law clerked for the PCSCJ. It was months of intentional delays by the PCSCJ Judge _____ to just get John _____ documents containing the stolen identity of Ms. _____ officially quashed from the court record. Obstruction of Justice has clearly been factually demonstrated when the PCSO converted a formally reported criminal act, a class 4 felony of Ms. _____ identity theft to an alleged "Civil Matter", and the PCSCJ have not acted with reasonable impartiality.

The PCSO denied me reasonable access when its detective refused to even allow me to speak with the PCSO deputy concerning my reports of the unlawful, perjured use of Ms. _____ stolen identity being used against me as my own criminal offense complaint against John _____ to the PCSO. I'm asking for a full investigation of the PCSO long standing abuses to me over the years that show a repeated pattern of abuses done under color of authority to me.

In my opinion, I have been denied any reasonable assistance by the PCSO and PCSCJ's for me to obtain "reasonable access" to the Pima County Superior Courts in a meaningful way after I have asked the Superior Court Judges through repeated requests for some very much needed timely court assistance in helping me obtain a trained attorney that will protect my civil rights and that can provide me with reasonable equal access to the courts and reasonable access to the civil process to protect my civil rights with qualified trained legal representation of me within the Court system and PCSO.

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Instead of me being provided by the courts any meaningful access to reasonable assistance to help me obtain trained legal counsel to preserve my rights, two Superior Court Judges have and currently are threatening me with many sanctions because I am not performing in the Court as a highly trained attorney who has many years of specific educational training of the highly complex court rules and has passed Bar exams. I filed a civil complaint in Superior Court seeking a civil- -peaceful-- resolution to the injuries I received as a passenger of Ms. [redacted] vehicle that was struck directly from the rear. Instead of meaningful assistance to aid me in obtaining qualified trained legal assistance Judge [redacted] instructed me to refer to mental health facilities and made referrals to Legal Aid and referral to the Pima County Bar Association. I was also instructed by the court that I could not expect fairness in the court. The court fails to take into consideration that if Ms. [redacted] and myself cannot find reasonable justice in the courts eyes concerning the unlawful use of Ms. [redacted] identity in this matter, because of favoritism to the Insurance Company and John [redacted] any hope of fairness in this venue of court is also deemed useless. Judge [redacted] also advised Ms. Azamar on the record at the hearing that Insurance Companies would not provided her any insurance coverage at their slightest excuse. Ms. [redacted] purchased underinsured and uninsured protection under her Mandatory Auto Ins. policy, not an "excuse" by the Insurance Co not to provide reasonable coverages for her policy.

The unfairness of the events by and through the courts and the unequal due process further injures me mentally and emotionally and causes additional secondary damages subsequent to the collision, resulting in intentional and unnecessary secondary mental injury and harm to me that is entirely foreseeable and avoidable. In the meantime favoritism of the stolen identity issue continues on as without merit or consideration by the PCSO and the PCSC J's when the criminal acts was facilitated in the presence of the court. The evident corruption of denying me fair treatment in the judicial system so far is denying me any reasonable access to the legal system in its entirety and itself causing harm to me by not allowing me reasonable access.

Two auto collisions occurred on 05/31/08 and 12/15/09 that resulted in physical and emotional personal injuries to me, as a passenger both times, which could be described as mistakes, errors of judgment that resulted in common accidents that caused me damages. The intentional actions perpetrated by the unscrupulous Insurance adjusters for their employers have caused me substantial additional financial injury after the collisions are no mistake. Intentional criminal actions of fraud and material Policy coverage misrepresentation affect a claimants well being, health and have longtime physical detrimental effects to the claimants as have had to me by Ins. Adjusters acting in bad faith under a fraudulent scheme by intentional design.

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The Ins. Co., thru their deceptive fraudulently complexly written policies encourages their Adjusters routine planned fraudulent unfounded allegations to deprive an Insured of stated policy protections and implied Ins. policy protections to the alleged Insured. The adjusters fraud intentionally deprives Claimants both of reasonable and timely resolution that results in material fraudulent misrepresentations of implied Insurance coverages and protections to both the Insured and Claimants that profits only the Ins. Co.'s, with billions of dollars of unjust enrichments every year, simply by the act of intentionally delaying and denying benefits and timely appropriate settlements. Insurance co's while retaining the Insured's paid implied policy coverage premiums and claimants untimely non-paid claims, insurers invest the money in interest bearing accounts or otherwise are deriving other benefits of use of the money for the entire duration of time the claimants funds are unreasonably held or denied for any meritless reason, that the Ins. adjuster alone deems has the slightest merit, but ultimately for the sole benefit, profit or proceeds, of the Ins. Co., who also pay incentive performance bonuses to the adjusters, to wrongfully delay, deny, or minimize claims, at the unfair burden of unreasonable financial and emotional expense to the claimant, when this is type of non-coverage is not what the average insured understood they were buying for insurance protection as stated in the deceptions of the declarations of coverages and policies.

Nowhere in my Az. mandatory auto Ins. policies, is it defined in plain clear language that the unfair misrepresentations by the policies and ins. Co. adjusters will be allowed to wrongfully deny or delay legitimate claims that will then force legitimate claimants to seek independent legal counsel at the claimants personal expense of up to 50% of any eventual policy coverage just to be reasonably compensated for damages, that are supposed to be covered under the implied policy. Does the average Az. Citizen have the ability to make untimely auto ins. co. premium payments? What is the single purpose for anyone to buy any auto Insurance? Insurance is purchased for timely and reasonable protection and compensation of a claim, not for an Insurance company to exploit "ANY EXCUSE not to provide policy coverage" as Judge stated. No one would make an intentional premium payment for non-coverage of implied insurance protection. I have made two claims to my own Insurance that has been ignored and one claim has been denied and closed because of State auto not paying their med pay.

Another misrepresented fraudulent practice of the insurance adjuster is the conspiracy by "inaction" of the primary at fault insurer refusing to timely pay insurance coverage to a claimant at full Insured's policy limits or they offer less than actual med expenses or other out of pocket expenses, as has happened in the 05/31/08 claim, forcing the issue into a long delayed litigation process, while the Ins.co will profit from the benefit of use, and gained interest during processing of the claims, meanwhile the claimants are forced to suffer financially and emotionally for years during the processing of the claims.

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The bottlenecking of any secondary insurance coverage due to a claimant thru underinsured, uninsured policy provisions is then also wrongfully deprived from the Insured's and claimants, meanwhile both Ins Co's, derive benefit of the funds during the intentionally mutually advantageous pre-planned non-payment bottleneck by conspiracy of inaction.

The widespread systematic intentional bottleneck of denied payment of policy limits is then reciprocated throughout the Ins. Industry resulting in billions of dollars of unjust enrichments, other uses of, and additional benefits resulting with intentional catch 22 implemented by the Adjusters as is the case here by State Farm, Mendota, The Hartford, Progressive, State Auto and Geico that has clearly demonstrated to me by and thru their well documented actions of inactions and supported by Mendota's letter to Ms. [redacted] stating that my claim in their opinion as a secondary INS provider exceeded her \$25,000.00 policy limits but was not offered or tendered in a timely manner to this claimant after Mendota received my complaint case # C20096834 in PCSC.

According to the Insurance Institute of Highway Safety (IIHS) that is funded only by the Insurance Industry, over two million similar collisions occur annually that costs the insurance industry 8.5 billion dollars in claim payments each year. That amounts to about \$4000.00 per claimant. If only an estimated one out of four people, or 500,000 claimants are treated like me that's $\$4000 \times 500,000 = \$2,000,000,000.00$ (two billion dollars) that legitimate claimants are wrongfully delayed or denied just payment for years, that Ins. Co's' have invested at just 5% resulting in \$100,000,000.00 (one hundred million of dollars) interest annually derived from untimely fraudulently benefits cheated from Insured(s) and claimants every year. Financial motive for the Insurance Industry to continue this fraudulent behavior should be evident to all at this point.

Then the claimant is forced to retain an ambulance chasing attorney (if they can find one to accept their case) for up to 50% of any settlement later forced onto the policyholder through cruel emotional, physical and financial distress as a direct result of the intentional fraudulent scheme and design by the Ins. Industry. Arizonans are strong armed by the State through mandatory Auto Ins. laws that if the mandatory auto ins is not timely bought the by the uninsured, the State immediately revokes driving privileges, vehicle registrations and institutes fines to the uninsured, yet the insurance industry is not sanctioned in any way for their untimely actions of inaction. How many Ins Executives have been prosecuted in AZ for fraud? This is not insurance protection that I thought I was buying. Where is the reasonable accountability of the auto ins. industry? Enforced with the same vigor by the State for us claimants who are deprived of the pursuit of health, finances, quality of life, liberty and justice?

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The greedy fraudulent Insurance Executives draw Billions of dollars in bonuses each year in addition to be paid Multi-Billions of dollars in regular salaries, performance incentives and other perks, all at the expense of wrongfully delayed and denied claimants and through the fraudulent Billion dollar taxpayer bailout scheme. The average ARIZONA citizen is forced by the State of Arizona into purchasing mandatory auto insurance without any real benefit of timely relief, and in my case, now alleged coverage at all, due to the lack of enforcement of the Arizona Mandatory Auto Insurance policies as evidenced by systematic delays, non-coverages of policies to legitimate claimants. That is for all practical purposes nothing less than forced servitude and taxation without true representation.

Arizona actively conspires with the Ins. Industry to help exploit its citizens by allowing the Insurance Industry abuses. The State of Arizona co-conspires and through strong arm enforcement of mandatory Auto Insurance laws that aides the Insurance industry in being too big to fail, and the Insurance company employee's to be in positions appearing to be above the law. While the City of Tucson and other government agencies openly accept what amounts to nothing more than bribes as in allowing The Hartford to bribe the City with a Million dollars to repair potholes in the streets, and then gain publicity from the bribe, instead of timely paying claimants.

Arizona has a duty to its Citizens to provide a comprehensive bill of rights for Ins. policy holders including timely payment of implied policy provisions to prevent widespread abuses to its citizens by Insurance Executives.

The founding fathers declared independence and war against Britton's, seemingly unfair TEA tax, a thing that was not mandatorily required. When enough of the average minded people are deprived of the appearance of reasonable basic freedoms without true and meaningful representation, the average man revolts, causes up-risings just like in Burma where two hundred monks protested peacefully but were killed, --- God--- sent a cyclone to remove one half of their entire Burma population when good people failed to do the right thing. Look at the civil unrest in Spain, Greece, Italy, Ireland and Portugal currently today. Brothers --please help stop the greed and corruption.

All the auto insurance policies including my auto policies that imply any auto Insurance coverage at all, that are specifically "silent" in detail, as to who, why, when, and what determines any specific amount of compensation to be paid, all the contracts that are specifically silent for what specific damages, or specific personal injuries, and under what circumstances and specific injury amounts are to be paid to any claimant or Insured, result in implied coverage to insured's and claimants through contracts that are in fact silent in great specific detail. Silence in the contract is deemed by law to be to the sole detriment of the party who wrote the contract, by operation of law.

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The mere implication of maximum policy limits imply to the insured and the claimant full payment to policy limits, nothing more than full policy limits is expected, (unless another facet of the law applies,) but nothing less than policy limits is also expected, and all auto insurance contracts must be held and contractually found to be payable at the implied full policy limits only, otherwise there is no real meeting of the minds. The stated and implied Insurance policy provisions are not subject to any later ambiguous after the fact agreements or arbitrarily negotiated, or lesser amounts since the implied value of the policy coverage is valued at the implied policy limits, and specifically nothing less than —the stated and implied policy limits at the time of the loss,— without a prior meeting of the minds stating something in the contract is less than, or other than, the implied policy limit agreement that was in effect for any injury regardless of extent of personal injury damages. Therefore any personal injury or damage to any claimant, that was, and is, entitled to any compensation whatsoever under any insurance policy provisions, for any personal injury damages, is supposed to receive the full contractual implied policy limits for each and every legitimate claim, without investigation or questions asked, unless entitlements are specifically and clearly defined prior to the loss, unless the specifics of limiting payments for what specific injuries are clearly defined to a lesser amount and the legitimate meetings of the minds of the average person has taken place, between the Insured and claimant, since degrees of pain and personal injury are too ambiguous to be after the fact negotiated by the insurance company or their adjusters after the fact of any injury without the specific distinction for any type of injury in varying degrees to receive less compensation than the full implied policy contractual amounts that were in place at the time of the loss.

Any Insurance claimant that has been paid less than full policy limits, that has been paid in an untimely manner, that has been negotiated down by any Insurance adjuster, or otherwise settled, to any lesser amount of money not at the full policy limits, is an abuse, a blatant act of theft by control, deception, fraud of the implied insurance protection to both the Insured and the claimant perpetrated by the Insurance adjuster and their insurance company.

It's time for people to remember Ins. is supposed to be for the protection of people injured, not for Insurance Executives greed.

Most Sincerely
