

State of Arizona Supreme Court
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 13-042

Judge:	No. 1462610022A
Complainant:	No. 1462610022B

ORDER

The complainant alleged that a justice of the peace intentionally gave her misleading guidance in a case involving a contract dispute.

The responsibility of the Commission on Judicial Conduct is to impartially determine if the judge engaged in conduct that violated the provisions of Article 6.1 of the Arizona Constitution or the Code of Judicial Conduct and, if so, to take appropriate disciplinary action. The purpose and authority of the commission is limited to this mission.

After reviewing the information provided by the complainant, the commission found no evidence of ethical misconduct and concluded that the judge did not violate the Code in this case. The commission does not have jurisdiction to review the legal sufficiency of court rulings. Accordingly, the complaint is dismissed in its entirety, pursuant to Rules 16(a) and 23.

Dated: April 4, 2013.

FOR THE COMMISSION

/s/ George Riemer

George A. Riemer
Executive Director

Copies of this order were mailed to the complainant and the judge on April 4, 2013.

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

COMPLAINT SUMMARY

On August 25, 2008, I, _____ (Plaintiff) filed a "Breach of Contract" suit in the _____ Justice Court, against a _____ (Defendant), with Judge _____ presiding. Plaintiff asked for the maximum of \$10,000 in damages, as she thought financial reimbursement was all she could ask for. (See Attachment 1).

Several motions were filed, including Plaintiff's request of a different Judge (other than _____) and counsel for Defendant, _____ Oct. 1, 2008 "Notice of Appearance". Plaintiff was representing herself Pro per. (See Attachment 2)

Judge _____ denied Plaintiff's Motion for different Judge, as Defendant's counsel opposed the replacement of Judge _____

In November, 2008, Judge _____ scheduled a Motion Hearing for December 17, 2008. The Plaintiff appeared, along with Defendant and his counsel. At that particular hearing, Judge _____ ordered a More Definite Statement/Amended Complaint to be filed by the Plaintiff no later than January 14, 2009 and etc. He also said *several times* that the Plaintiff could choose her method of contractual recovery-- either with dollar damages, (as appears in her original August 25, 2008 "Complaint) or with contractual performance, as he* said he would order the Defendant to do, if that was Plaintiff's desired choice of contractual recovery. At the end of that hearing, Plaintiff was very happy with what Judge _____ had said, in reference to her getting to choose what her choice of contractual recovery would be. She knew then that she would choose contractual recovery instead of her original request of money damages. (See Attachments 3 & 4). Judge absolutely should not have claimed he could order the Defendant to perform the contract, when a lower court Judge has not the authority to order contractual

performance. The Plaintiff ignorantly believed Judge [redacted] She was not wise enough or experienced enough in legal matters to comprehend the wrongfulness of his outrageous claim. Apparently Judge [redacted] *purposely* mislead the Plaintiff by claiming he had authority which he did not have.

After that December 17, 2008 Motion Hearing, Plaintiff soon consulted an attorney, and hired him to draft her an "Amended Complaint", asking for contractual performance as her recovery method, which she timely filed on January 14, 2009, as the court ordered. (See Attachments 546).

The next hearing was scheduled for late January, 2009, but due to Plaintiff's "Motion for Emergency Continuation", it was set for February 19, 2009. (See Attachment 7).

At that February 19, 2009, Judge [redacted] admitted that he had not the authority to grant "contractual performance"! Therefore he dismissed Plaintiff's "Breach of Contract" suit, awarding her nothing and later awarding Defendant attorney fees! If Plaintiff had known that Judge [redacted] was misleading her, she would have stayed with her original position of recovery and again would have asked for monetary damages in her "Amended Complaint" and also supplied the Court with financial loss documents as proof. Then Judge [redacted] would have been excuseless to dismiss the case. It is Plaintiff's belief that Judge [redacted] purposely deceived her with his wrongful claim of authority/jurisdiction that he had not. (See Attachment 9).

I believe Judge [redacted] has violated Judicial Canon 1, relating to his lack of Integrity in this matter by making claims of authority that he did not have and knew he didn't have, Judicial Canon 2, relating to his impropriety, as he certainly showed impropriety towards the Plaintiff, when he purposely claimed authority

that he did not have, to purposely mislead her, so he could dismiss her case, to the benefit of the opposing party. Judicial Canon 3, relating to his lack of impartiality (as I believe he is partial to Defendant's counsel, in some sort friendship and/or church association).

In reference to his recent reprimand from the Judicial Commission, in which he put bogus dates on his orders, it seems entirely possible that if he would stoop to that level of dishonesty, he could also stoop to making false claims of authority that he did not have, in my particular case.

I swear under the penalty of perjury that the above summary is a true and accurate account in Case CV2008 "Breach Of Contract".

March 8, 2013

P.S. there are more court documents in this case, but I have included the ones which I feel are relevant to this complaint.