

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 16-188

Judge:

Complainant:

ORDER

The complainant alleged a superior court commissioner improperly increased his child support obligation and engaged in coercive actions.

The responsibility of the Commission on Judicial Conduct is to impartially determine if the commissioner 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.

The commission does not have jurisdiction to review the legal sufficiency of the commissioner's rulings. In addition, the commission found no evidence of ethical misconduct and concluded that the commissioner did not violate the Code in this case. Accordingly, the complaint is dismissed in its entirety, pursuant to Rules 16(a) and 23(a).

Commission member Anna Mary Glaab did not participate in the consideration of this matter.

Dated: August 24, 2016

FOR THE COMMISSION

/s/ George A. Riemer

George A. Riemer

Executive Director

Copies of this order were mailed to the complainant and the commissioner on August 24, 2016.

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

I understand the commission cannot reverse court orders or assign a new judge to a case.

I declare, under penalty of perjury, that the foregoing information and the facts I have provided upon which my allegations of judicial misconduct are based are true and correct.

Signature: _____

Date: _____

INSTRUCTIONS

Use the following space or plain paper of the same size to explain your complaint. Explain why you believe what the judge did constitutes judicial misconduct. Be specific and list the names, dates, times, and places relevant to your allegations. Additional pages may be used and relevant copies of documents may be sent with your complaint (please do not send original documents). Use one side of each page only and write legibly or type your complaint. Please keep a copy of your complaint for your records.

Hello,
 The essence of my complaint is that the _____ running _____ court, _____ doesn't seem to understand how _____ (_____) work, and the Math behind them. _____ has issued an order that is tantamount to about a 10% increase in child support. I am not the only person in _____ that _____ has done this to. _____ issuing these orders is an arbitrary, unilateral, and unlitigated change in a standing family court support order, that stems from apparently not understanding the mathematical difference between _____ and _____ pay periods per year. It appears that I may be the only one speaking up about it. I request that this practice be reviewed, and corrected - if it is seen that my interpretation of the facts more closely follows the law.

I have been held in contempt of court for following the payment of child support per the standing _____ to the letter. While I am not petitioning to undo the past, I am hoping that this be brought to the attention of the supervising judges in these matters.

To the pertinent facts:
 I have a job where I get paid _____, or _____ times / year.
 The _____ very clearly states the schedule of payments for obligors with pay cycles of _____. It is very clear that all the amounts specified in the prescribed payment schedule amount to _____ x _____, or \$ _____ per year. Is there any debate that all the amounts specified in the _____ show that the the goal is to get the obligee \$ _____ in a _____ time, in as close as possible to even monthly increments of \$ _____ - without unduly burdening the employer to make special arrangements? I have no control over when I get paid, and my employer isn't likely to make special accommodations for the _____ in it's payroll program.

Here is the exact problem:

With my pay period schedule, the [redacted] says that [redacted] should be withheld from each check. [redacted] out of the [redacted] that will be \$ [redacted] In the other [redacted] (where there are [redacted] payday(s) in the [redacted]) the amount paid will be \$ [redacted] If my [redacted] payments follow the pattern that [redacted] has ordered in [redacted] - where I leave work to go [redacted] to deliver the extra payment [redacted] as ordered (which causes me to miss more work) and pay the "make good" payment of (\$ [redacted] =) \$ [redacted] in a [redacted] time I will have [redacted] of full \$ [redacted] payments and then, because of the [redacted] - will still have [redacted] of [redacted]. This means that [redacted] is causing me to have to pay \$ [redacted] beyond what the standing family court order specifies - or almost a 10% increase. I have other children, and it's my belief that the [redacted] isn't realizing that [redacted] is taking money that was allocated by the court for one set of children, and issuing it to the other set - with nothing more to say about it but "

[redacted]. I failed in my attempts to show the [redacted] that the definition of " [redacted] " is clearly presented in the [redacted], and ordering any further payment will cause payments beyond what is ordered due in the [redacted] of paychecks.

Below are links to all the pertinent documents I have referenced.

Please feel free to contact me for further clarification or discussion.

Another issue - [redacted] has very recently started the practice of presenting obligors before the judge with a " [redacted] " that states the obligor will go to work, work full time, not lose their job, not leave their job, and pay their child support on time, pay in full, etc. From seeing this practice done to at least [redacted] participants, in my view, the manner in which the contract is presented, the language and tone used by the court, it is clearly coercing the obligor into entering into a contract that includes a scope of liability that extends beyond the realm of [redacted] and subjects the obligor to liabilities for things beyond their control. The obligor is given no opportunity to consult legal advice for what the contracts even mean. Please review these "contracts", and the legality of how they are used.

Regards,

see the entries