

State of Arizona  
COMMISSION ON JUDICIAL CONDUCT

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Disposition of Complaint 17-008

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Judge: Launi Jones-Sheldon

Complainant: Patrick Nilles

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**ORDER**

The complainant alleged a pro tem superior court judge coerced him into using a service in which she had an ownership interest and engaged in improper ex parte communication in a family law matter.

Rule 1.2 of the Code of Judicial Conduct states “a judge shall act at all times in a manner that promotes public confidence in the independence, integrity, and impartiality of the judiciary, and shall avoid impropriety and the appearance of impropriety.” Rule 2.4(B) states “a judge shall not permit family, social, political, financial, or other interests or relationships to influence the judge’s judicial conduct or judgment.”

Pro Tem Judge Launi Jones-Sheldon has ownership interest in a company called “ProperComm” which is designed to be used by parties in a family law proceeding who are in high conflict or have difficulty in communicating appropriately. “ProperComm” uses an auditor to review and revise, if necessary, electronic communications between the parties. There are fees associated with this service.

Pro Tem Judge Jones-Sheldon was appointed to conduct a settlement conference in Mr. Nilles’ family law case. In the course of the settlement negotiations, the use of ProperComm became a term of the settlement agreement, although there is a factual dispute over how ProperComm became an included term. The commission deemed this factual dispute irrelevant to its analysis, as even if Pro Tem Judge Jones-Sheldon’s version of the facts was accepted, she is bound by the Code, and she had an ethical duty not to promote or include the use of her product in the settlement discussions. Once it became clear that the use of ProperComm was to be included as a term of the settlement agreement, Pro Tem Judge Jones-Sheldon should have advised the parties she could not preside over the conference. Pro Tem Judge Jones-Sheldon stood to gain financially from the use of ProperComm, and thus, inclusion of the use of this product in a settlement

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

agreement in which she served as the settlement officer violates Rule 2.4(B). Additionally, such conduct also gives an appearance of impropriety in violation of Rule 1.2.

Accordingly, Pro Tem Judge Launi Jones-Sheldon is hereby publicly reprimanded for her conduct as described above and pursuant to Commission Rule 17(a). The record in this case, consisting of the complaint, the judge's response, and this order shall be made public as required by Rule 9(a).

Commission members George H. Foster and J. Tyrrell Taber did not participate in the consideration of this matter.

Dated: May 17, 2017

FOR THE COMMISSION

/s/ Louis Frank Dominguez

Hon. Louis Frank Dominguez  
Commission Chair

Copies of this order were distributed to all appropriate persons on May 17, 2017.

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

**CONFIDENTIAL**

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

**FOR OFFICE USE ONLY**

**2017-008**

**COMPLAINT AGAINST A JUDGE**

Name: PATRICK NILLES Judge's Name: LAUNI SHELDON-JONES (PRO TEM)

**Instructions:** Use this form or plain paper of the same size to file a complaint. Describe in your own words what you believe the judge did that constitutes judicial misconduct. Be specific and list all of the names, dates, times, and places that will help the commission understand your concerns. Additional pages may be attached along with copies (not originals) of relevant court documents. Please complete one side of the paper only, and keep a copy of the complaint for your records.

Launi Sheldon-Jones served as Judge Pro Tem during our ADR conference/mediation for my family custody case FC2015-050750 on 3-4-16. I, Patrick Nilles, am the petitioner for the case and was in a private conference room at Sheldon's office, separate from Miranda South, mother/respondent. During the conference Sheldon-Jones handed me a brochure for a company "ProperComm", which offers third party software to act as a communication intermediary between parents for email/text messages. The cost to sign up for the service was \$200, and each text message is \$1, each email \$5; additional charges are added if the message exceeds a character count threshold. Due to the high costs I asked Sheldon-Jones if I could take some time to consider alternatives. I was then told that if I did not agree to use the software she would use her longstanding relationship ("15 years") with the family court system and have it enforced. She went on further to ask who our presiding judge was, when I told her Cynthia Bailey her reply was "Oh I've worked with Judge Bailey many times, I know she'll enforce this and you'll be viewed as uncooperative". I found her pushing the use of ProperComm on me to be very aggressive so I asked if she had a financial interest in the company, she then replied she is one of the \*owners\*. I was not familiar with communication mediation software prior to the ADR so I did not know of alternatives, and I did not want to be viewed as "uncooperative" by our presiding Judge Bailey, so I agreed to using ProperComm.

Over the next several months as ProperComm continuously overcharged my account due to their program glitches (always in monetary favor of them), I began to look into alternative, more reputable, and more cost effective software. I found several \*free\* alternatives available which I was never told about in our ADR conference by the mediator Sheldon-Jones, who was there to serve as an objective middle person as mother and I worked through our final custody agreement. However, Sheldon-Jones was using (and I'm sure is still using) these ADR conferences as a platform to take advantage of distressed parents and promoting her own software use for financial gain. She never disclosed she was an owner of the company, when I asked for time to review I was told she'd use her influence with the court and I'd be perceived as uncooperative, and she further told me she'd also ask the opposing attorney Kellie Wells (who she also made it clear she knew well) to request the court enforce it. At the time of the ADR conference my focus was to bring final closure to the custody case of my son, I trusted that the court-appointed pro tem judge was there to serve as an objective mediator and problem solver, not someone with a hidden financial agenda who proved to use every intimidation angle she could think of to get me to agree in writing (opposing attorney Kellie Wells was in the other conference room typing up the Rule 69 agreement during the meeting) before I left the meeting.

Arizona Code of Judicial Conduct (2016) clearly prohibits judges from allowing outside financial factors to influence their decisions/actions. Rule 2.4 (B): "A judge shall not permit family, social, political, \*financial\*, or other interests or relationships to influence the judge's judicial conduct or judgment.". Launi Jones-Sheldon is explicitly violating Rule 2.4 along with several others by taking advantage of her position and preying on uniformed parents. Violations of Rules 3.11 (B)(1)(3), 1.3 (1) are also evident, as well as clear & broad violations of Rules 1.2 & 2.2.

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

**FOR OFFICE USE ONLY**

**2017-008**

**COMPLAINT AGAINST A JUDGE**

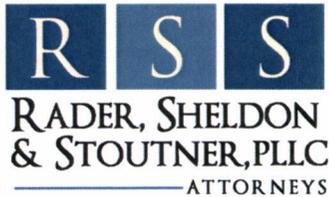
Name: Patrick Nilles Judge's Name: Launi Sheldon-Jones (Pro Tem)

**Instructions:** Use this form or plain paper of the same size to file a complaint. Describe in your own words what you believe the judge did that constitutes judicial misconduct. Be specific and list all of the names, dates, times, and places that will help the commission understand your concerns. Additional pages may be attached along with copies (not originals) of relevant court documents. Please complete one side of the paper only, and keep a copy of the complaint for your records.

Furthermore, unknown to me, Patrick Nilles (petitioner), multiple financial accounts I own were being charged unauthorized fees for a period of roughly 5 month by a company "Email Remedy LLC". I did not recognized the ongoing charges from this company, the phone number provided on the transaction report was unattended, and I filed fraud claims for nearly 20 transactions with both Chase Bank and Capital One financial. Both Chase bank and Capital One investigated each and every transaction (see attached Exhibits 1-9) and found in favor of me for all of them. After over five months of not knowing who this company was I received an email from ProperComm's "CFO" Barbara Contreras (Judge Pro Tem Launi Sheldon-Jones remember is one of the owners) asking about a recenting fraud claim I filed. It was not until Barbara's email from 10-3-16 (I signed up for ProperComm in May 2016) that I was aware the Email Remedy LLC was apparently DBA ProperComm. The company was investigated by both Chase and Capital One for over 5 months and found to be making unauthorized charges to my credit/debit cards across the board. VISA guidelines require the DBA to be listed on the transaction report; Sheldon-Jones company violated that as well and additionally provides zero disclosures on ProperComm's website linking it to Email Remedy LLC. The company is not only poorly managed, the software overcharges users unjustifiably, and violates several consumer protection guidelines. They are now under investigation by the Consumer Protection Agency, labeled a high risk merchant by Chase / Capital One due to their excessive fraudulent charges, and are facing an investation by the Federal Trade Commission. I do not feel it is in the public's best interest to have a mediator/judge pro tem such as Sheldon-Jones continue to serve due to these extraordinary conflicts of interest and found to be making unauthorized charges to consumers through her software company after being investigated for over 5 months by \*two\* fortune 50 financial instutions legal departments. (See Exhibits 1-6 from Chase Bank legal department)

Launi Jones-Sheldon was also blatantly colluding with opposing counsel after I notified the court of the fraud activity and an ongoing investigation into her software company ProperComm on 10-4-16. I filed a motion to immediately use an alternative communication software between the respondent and myself. After opposing counsel, Kellie Wells, was notified of my request (I mailed her a copy) she immediately notified Sheldon-Wells and held a private biased conversation with her. This is easily proven in the proceeding court filings. On 10-27-16, repondent's attorney Kellie Wells filed a "Response to Motion to Intervene" in which she stated there was no objection to to Sheldon-Jones "Motion to Intervene". The problem with Wells' reponse was that Sheldon-Jones \*never\* filed a "Motion to Intervene". The ONLY possible way Wells would have known that Pro Tem Judge Sheldon-Jones was intending to file said motion was if they had a discussion about it. The motion was never filed by Sheldon-Jones to "Intervene" in my custody case as it would have been even more blantly obviously she would only be trying to interfere with our custody as retribution for being found guilty for her company making all of the fraudulent charges to my financial accounts. Furthermore, in subsequent filings by respondent attorney Kellie Wells there are copies of interal email communcations between myself and ProperComm's CFO regarding billing disputes (exhibit 7). Those emails have no relevance on our custody case and should never have been released to respondent's attorney Wells, but since Launi Sheldon-Jones made it clear to me in our ADR conference she knew Wells quite well I was not surprised to see the continued collusion occurring.

Launi Sheldon-Jones feels she is above the law for the reasons listed above and I strongly feel should not be in a position of public trust. Also a complaint with the AZ Bar is being filed against Wells for collusion.



Resp

FEB 06 2017

2017-008

February 1, 2017

April P. Elliot  
Judicial Conduct Committee  
1501 W. Washington Street  
Suite 229  
Phoenix, Arizona 85007

Re: Notice of Complaint and Opportunity to Respond (Case No. 17-008)

Dear Ms. Elliot,

Thank you for allowing me the opportunity to respond to Mr. Nille's allegations. Below I have provided a background of the case, I have addressed each of the rules in question, each of Mr. Nille's allegations and I have responded to the allegations regarding ProperComm's billing procedures, for the sole purpose of providing a complete picture of our response to his complaints, by attaching the Attorney General documentation.

Background:

On or about January 27, 2016, I received an email from Mel Daily, at Maricopa County Superior Court, asking for someone to cover an ADR on March 3, 2017. I volunteered to cover the ADR. The ADR was for case number FC2015-050750. As a Judge Pro Tem, I use my experience as a lawyer to attempt to resolve issues between divorcing/separating parents. I believe that my experience as a divorce lawyer helps me to provide an insight to certain situations that occur during the divorce/paternity/separation process and helps me resolve the case.

In this case, Mr. Nilles was not represented and Ms. South was represented by Kellie Wells. Ms. Wells stated in her Settlement Conference Memorandum that Ms. South had an Order of Protection against Mr. Nilles.

March 3, 2016 the parties came to my office. I put them in two separate conference rooms which is how I regularly do my mediations. This is done in order to help the parties reach agreements without emotion becoming involved. It is also always done in cases where there is an order of protection. Prior to beginning the

mediation process, I explain the process and ask the parties if they are comfortable with the process. I don't recall specifics on that date, that is just normally what I do. It is very common for me to say that I have been practicing for almost exclusively in Family Law for 15 years. I do that so that they understand that I have appropriate experience to help them resolve their case. I typically say that I believe that experience helps me to help the parties understand what the Courts usually do, given my experience in the area. [As an example, I might talk to the parties about the change in the system from the Courts favoring Mother to the Courts really trying to allow for equal parenting time – that is something that comes with experience with the Court].

During the ADR Conference, it was very apparent that Mr. Nilles was still extremely emotional about the divorce. We spoke at length about his emotions and the difficulty he was having with the break-up. Initially Mr. Nilles stated that he never loved Ms. South, but then came to admit that he was hurt. Ms. South and Ms. Wells explained that Ms. South feared Mr. Nilles. Ms. South stated that she was afraid of Mr. Nilles and that she had obtained an Order of Protection. The Court upheld Ms. South's Order of Protection after a full hearing. (See attached Minute Entry from the Order of Protection).

During the ADR Conference, Ms. Wells and I discussed the possibility of requiring Mr. Nilles to use ProperComm due to his inappropriate communication. Ms. Wells is aware that I am the majority shareholder of ProperComm.

During our caucus, Ms. Wells and Ms. South requested that I present Mr. Nilles with an offer. That offer included that Husband be required to communicate through ProperComm. I recall that Ms. Wells had Ms. South show me messages sent to her by Mr. Nilles and it was obvious that Mr. Nilles was having difficulty communicating appropriately. It is my recollection that the messages were abusive.

I went back to Mr. Nilles and presented the offer. I also provided Mr. Nilles with a brochure and told him that they had requested ProperComm. Contrary to Mr. Nille's claim, I remember specifically stating that it was my company and that I was not real comfortable being the ADR Judge Pro Tem and having that as part of the agreement, but that Ms. South wanted ProperComm to filter Mr. Nilles abusive messages. I also recall that Ms. Wells told me if Mr. Nilles did not agree to use ProperComm, that would be a deal breaker to the agreement presented. Meaning that it was an all or nothing offer.

I also recall Mr. Nilles asking if he could think about it. I recall stating something to the effect that, yes, he could think about it; however the parties were not willing to sign the agreement without the agreement to use ProperComm. In other words, Ms. South was willing to go to Court and ask the Court to order ProperComm. I was not the person pushing ProperComm, Ms. Wells wanted Mr. Nilles to use the service so that her client would not have to put up with the continued abuse.

I do recall telling him that in my experience, if the Judge reads those messages, she will likely order the parties to use ProperComm. I had stated that I knew that Judge Bailey, who was their Judge, had in the past ordered parties to use ProperComm and that she was familiar with the Service. I never at any time told Mr. Nilles or anyone that I have a long standing relationship with the Court or Judge Bailey. In fact, I do not have any type of personal relationship with Judge Bailey. I may have also said that I have been practicing almost exclusively in family law and I am a judge pro tem, and that I have quite a bit of experience. Again, that is a typical comment I would make so that parties understand my background and experience.

Please see the agreement signed by Mr. Nilles stating:

***The parties are not under any duress or coercion. They are voluntarily signing this agreement. They understand that this agreement is binding. Petitioner has been advised that he has the right to consult with counsel of his choosing before signing this agreement. Both parties request the Court approve this agreement pursuant to ARFLP 69.***

(Exhibit A, emphasis added)

Response to Allegation of Violation of Rules:

RULE 1.2. Promoting Confidence in the Judiciary A judge shall act at all times in a manner that promotes public confidence in the independence, integrity, and impartiality of the judiciary, and shall avoid impropriety and the appearance of impropriety.

I do not believe I violated this rule. I was open about ProperComm and I never stated that I had any type of relationship with the Family Court. Mr. Nilles' statement saying otherwise is completely false. I likely did say I have experience practicing in front of the judges in family court, as that is something that I almost always say so that the parties will understand that I have some knowledge of what the Courts often find. (As an example, I can say that in my experience, Judge Whitehead often orders spousal maintenance and that Judge Ryan-Touhill typically is less likely to order spousal maintenance.)

Also, both parties agreed to the process of being in separate rooms when I discussed how I do the mediation. Therefore, any ex-parte communication was appropriate. I do think from now on, if I do another ADR, I would put something in

writing and have them sign it – confirming that they understand and agree to ex-parte communication.

In regard to the communication with Ms. Wells, she did inform me of the Motion filed by Mr. Nilles and that I was named in it. I do not recall if that communication was with ProperComm customer services or if it was to me directly. However, I was no longer active on the case and we were not talking about the mediation. (I was only Judge Pro Tem on the case for March 3, 2016 and in regard to all ADR issues leading up to the ADR) I believe she informed me of the Motion Mr. Nilles had filed and that was all. Ms. Wells also subpoenaed ProperComm documents. That is how she received copies of correspondence.

Mr. Nilles stated that I did not file a Motion to Intervene. In fact I did file a Motion to Intervene on or about October 26, 2016. (Exhibit B – Minute Entry stating Motion to Intervene was filed on October 26, 2016) The Judge stated in her November 2, 2016 Minute Entry that she had received and reviewed, among other items, “Motion to Intervene and Request for Direction regarding Appropriate Response to Petitioner’s Motion”. That document was mailed to Mr. Nilles that same day. It was emailed and mailed to Kelly Wells.

Mr. Nilles also stated that I stated that I knew Ms. Wells well. I do not recall saying that and in fact it is not true. I do have a working relationship with Ms. Wells. I believe Ms. Wells is a well-respected attorney. She and I do not go out together, we do not meet for lunches and our children do not play together. She is a colleague.

Mr. Nilles falsely alleged that I use the ADR conferences as a platform to promote my business. Mr. Nilles is the only person who ever agreed to use ProperComm while I was acting as an ADR Conference Judge Pro Tem and I don’t recall that I have ever suggested that anyone else use ProperComm. I can’t say that I would never recommend it again, but I would definitely have them put in writing that they agreed to use it and understand that I am the owner of the company. ProperComm is the only company that edits emails and text messages to protect victims of domestic violence. There is no other service that is even comparable.

RULE 1.3. Avoiding Abuse of the Prestige of Judicial Office A judge shall not abuse the prestige of judicial office to advance the personal or economic interests of the judge or others, or allow others to do so.

I do not believe that I abused the prestige of the judicial office to advance my personal or economic interest of my interest, nor did I allow others to do so. ProperComm is a company that does something no other company does. ProperComm edits emails and text messages between high conflict co-parents. ProperComm is not a “software” program as claimed by Mr. Nilles. ProperComm has someone who actually edits the abusive communications. Mr. Nilles has stated that he believes there are other free services out there that do the same thing. That is simply untrue. If there

was another service that edited emails and text messages, I would definitely have recommended it or at least informed the parties of the alternative option. ProperComm currently has a patent pending on the program. The Company which I believe Mr. Nilles is referring to only memorializes the messages and time stamps them. There is no editing involved. Therefore if Mr. Nilles was to continue being abusive to Ms. South, the abusive messages would stay on the message board forever. Ms. South would be forced to see the abuse regularly.

RULE 2.2. Impartiality and Fairness A judge shall uphold and apply the law, and shall perform all duties of judicial office fairly and impartially.

I do believe that I was impartial and fair. I believe I performed my duties impartially and fairly. I gave both parties the opportunity to talk. One party was represented and the other party was told that he had the right to consult with counsel before signing the agreement. The parties entered into an agreement (attached hereto) that states:

“The parties are not under any duress or coercion. They are voluntarily signing this agreement. They understand that this agreement is binding. Petition has been advised that he has the right to consult with counsel of his choosing before signing this agreement.”

Mr. Nilles signed the document stating that he was not under duress and that he voluntarily signed the agreement. He also agreed that he had “*the right to consult with counsel of his choosing before signing*” the agreement.

RULE 2.4. External Influences on Judicial Conduct (A) A judge shall not be swayed by partisan interests, public clamor, or fear of criticism. (B) A judge shall not permit family, social, political, financial, or other interests or relationships to influence the judge’s judicial conduct or judgment. (C) A judge shall not convey or permit others to convey the impression that any person or organization is in a position to influence the judge.

I did not, at any time, permit anyone or anything to influence my conduct. As a Judge Pro Tem doing an ADR, I simply try to have the parties reach an agreement. It does not affect me if they settle or don’t settle. I volunteer for my time (3-5 hours per ADR Conference) to try to help parties who cannot afford a private mediation. I literally lose at least \$1000 of billing time to do these free ADRs. I certainly wouldn’t try to use any influence to collect \$200 for my side business. My main work is being a lawyer. By volunteering as a Judge Pro Tem I lose thousands of dollars each year by

not being able to bill for my time when doing ADRs. I have regularly volunteered to help the court and parties who cannot afford private mediation.

RULE 3.11. Financial, Business, or Remunerative Activities (A) A judge may hold and manage investments of the judge and members of the judge's family. (B) A judge shall not serve as an officer, director, manager, general partner, advisor, or employee of any business entity except that a judge may manage or participate in: (1) a business closely held by the judge or members of the judge's family; or (2) a business entity primarily engaged in investment of the financial resources of the judge or members of the judge's family. (C) A judge shall not engage in financial activities permitted under paragraphs (A) and (B) if they will: (1) interfere with the proper performance of judicial duties; (2) lead to frequent disqualification of the judge; (3) involve the judge in frequent transactions or continuing business relationships with lawyers or other persons likely to come before the court on which the judge serves; or (4) result in violation of other provisions of this code.

As a part time Judge Pro Tem, I do not believe this rule applies to me. See Part D(1)(b)

PART D. Pro Tempore Part-Time Judge. A pro tempore part-time judge is a person appointed pursuant to Article 6, § 31 of the Arizona Constitution, or municipal charter or ordinance, who serves or expects to serve repeatedly on a less than full-time basis, but under a separate appointment by a presiding judge for each limited period of service or for each matter.

(1) A pro tempore part-time judge is not required to comply:  
(a) except while serving as a judge with Rules 1.2 (promoting confidence in the judiciary), 2.4 (external influences on judicial conduct), 2.10 (judicial statements on pending and impending cases), 3.2 (appearance before governmental bodies and consultation with government officials), 3.3 (acting as a character witness); or - 7 -  
(b) **at any time** with Rules 3.4 (appointments to governmental positions), 3.7 (participation in educational, religious, charitable, fraternal, or civic organizations and activities), 3.8 appointments to fiduciary positions), 3.9 (service as arbitrator or mediator, 3.10 (practice of law), **3.11 (financial, business, or remunerative activities)**, 3.13 (acceptance and reporting of gifts, loans, bequests, benefits, or other things of value), 3.15 (reporting requirements), 4.1 (political and campaign activities of judges and judicial candidates in general), and 4.5 (activities of judges who become candidates for nonjudicial office).

RULE 2.9. Ex Parte Communication (A) A judge shall not initiate, permit, or consider ex parte communications, or consider other communications made to the judge outside the presence of the parties or their lawyers, concerning a pending or impending matter, except as follows: (1) When circumstances require it, ex parte communication for scheduling, administrative, or emergency purposes, which does not address substantive matters, is permitted, provided: (a) the judge reasonably believes that no party will gain a procedural, substantive, or tactical advantage as a result of the ex parte communication; and (b) the judge makes provision to promptly notify all other parties of the substance of the ex parte communication, and gives the parties an opportunity to respond. (2) A judge may obtain the advice of a disinterested expert on the law applicable to a proceeding. (3) A judge may consult with other judges, or with court personnel whose functions are to aid the judge in carrying out the judge's adjudicative responsibilities. If in doing so the judge acquires factual information that is not part of the record, the judge shall make provision promptly to notify the parties of the substance of the information and provide the parties with an opportunity to respond. The judge may not abrogate the responsibility personally to decide the matter. (4) A judge may, with the consent of the parties, confer separately with the parties and their lawyers in an effort to settle matters pending before the judge. (5) A judge may initiate, permit, or consider any ex parte communication when expressly authorized by law to do so. - 16 - (6) A judge may engage in ex parte communications when serving on problem-solving courts, if such communications are authorized by protocols known and consented to by the parties or by local rules. (B) If a judge inadvertently receives an unauthorized ex parte communication bearing upon the substance of a matter, the judge shall make provision to promptly notify the parties of the substance of the communication and provide the parties with an opportunity to respond. (C) Except as otherwise provided by law, a judge shall not investigate facts in a matter independently, and shall consider only the evidence presented and any facts that may properly be judicially noticed. (D) A judge shall make reasonable efforts, including providing appropriate supervision, to ensure that this rule is not violated by court staff, court officials, and others subject to the judge's direction and control.

During mediations, especially those mediations where there is an order of protection, I meet with the parties individually. Rule 67(B)(3) of Arizona Rules of Family Law Procedures requires “policies and procedures in place that protect the victim from harm, harassment, or intimidation” during mediations. I explain the process of meeting separately and then at the end we typically come together to put the agreement on the record. I do not recall if we came together at the end of this mediation or if the parties stayed in separate rooms due to the order of protection.

The only time I acted as a Judge Pro Tem in this case was during the ADR. I was not appointed indefinitely to serve as a Judge Pro Tem in the case. I do not recall

that Ms. Wells and I spoke about anything other than that Mr. Nilles had filed a Motion with the Court and she provided me with a copy so I could respond.

Conclusion:

I do not believe that I acted unethically or in violation of the Arizona Code of Judicial Conduct. I believe the Committee should be made aware of the following:

1. Mr. Nilles has taken this issue to Judge Bailey and Judge Bailey upheld the Order for Mr. Nilles to continue using ProperComm. (Exhibit C, Minute Entry)
2. Mr. Nilles has filed a complaint against ProperComm with the Attorney General's office. ProperComm filed a Response. And with information and belief, Mr. Nilles filed a Reply which has not been forwarded to ProperComm as of this date. (See attached Complaint and Response)
3. Mr. Nilles agreed to use ProperComm on March 3, 2016. Mr. Nilles filed his complaint with the Judicial Conduct Committee until January 3, 2017 – 10 months later. I believe Mr. Nilles filed this complaint because he was angry with ProperComm when ProperComm threatened to pursue legal action when he reversed his charges, effectively stealing from ProperComm. He now appears to have a vendetta against me personally.

Mr. Nilles is extremely litigious and as stated above appears to have a personal vendetta against me. ProperComm regularly deals with extremely high conflict people. I would say that Mr. Nilles is one of the most high conflict individuals we have had as a customer. ProperComm has considered not allowing Mr. Nilles to use the ProperComm service due to his continued abuse of ProperComm's Customer Service staff and of me. However, ProperComm prides itself on helping victims of domestic violence. Victims of Domestic Violence use ProperComm's service at no charge. ProperComm has decided, at least as of this date, to allow Mr. Nilles to use the service once he repays the funds that he wrongfully stopped payment on and once he pays in advance for any other service.

To my knowledge, there have not been any other allegations against me. I request this committee find that I did not participate in any improper activity or violated any ethical rules. I do believe I could do better next time by assuring that everything is in writing.

## RESPONSE TO ALLEGATIONS AGAINST PROPERCOMM

As my response to the allegations against ProperComm, please see the attached Complaint to the Attorney General and please see ProperComm's Response. (Exhibit D) I believe that those documents, along with the attached pleadings from the family court case, will give you a clear picture of Mr. Nilles' vendetta. ProperComm's office was told that unless the Attorney General wishes to take action against ProperComm, we will not hear anything. So far we have not heard anything from the Attorney General.

Again, thank you for allowing me to respond. I would like you to know that I take the privilege of serving as a Judge Pro Tem very seriously and would never purposely do anything to tarnish the reputation of Judges. I do believe that I have a duty and obligation to follow the rules and I believe I have done that.

Very truly yours,

A handwritten signature in black ink that reads "Launi J. Jones-Sheldon". The signature is written in a cursive style with a large initial "L".

Launi J. Jones-Sheldon