

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 19-252

Judge:

Complainants:

ORDER

October 16, 2019

The Complainants alleged a justice of the peace failed to appropriately question a witness.

The role of the Commission on Judicial Conduct is to impartially determine whether a judicial officer has engaged in conduct that violates the Arizona Code of Judicial Conduct or Article 6.1 of the Arizona Constitution. There must be clear and convincing evidence of such a violation in order for the Commission to take disciplinary action against a judicial officer.

The Commission does not have jurisdiction to overturn, amend, or remand a judicial officer's legal rulings. The Commission reviewed all relevant available information and concluded there was not clear and convincing evidence of ethical misconduct in this matter. The complaint is therefore dismissed pursuant to Rules 16(a) and 23(a).

Commission member George H. Foster, Jr. did not participate in the consideration of this matter.

Copies of this order were distributed to all appropriate persons on October 16, 2019.

CONFIDENTIAL

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

FOR OFFICE USE ONLY

2019-252

COMPLAINT AGAINST A JUDGE

Name: _____ Judge's Name: _____

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.

On _____ we were scheduled for a hearing at _____ when my wife and I arrived the security guard _____ that we needed for our court case. we were the Plaintiffs _____

Versus Defendant _____ owner _____ We had to file a document for default because Mr. _____ did not respond within the _____ and I never received a response from the defendant, so I do not understand how the court set a hearing. We were not called in until _____ when the defendant arrived at _____ I had a witness by the name of _____ that was a witness to a meeting on _____ that I had with Mr. _____ at his sales office. In this meeting, Mr. _____ had agreed to go to my home which is _____ from the _____ and do the repairs to the subject _____

The Judge only asked when the meeting had taken place and then asked Mr. _____ if he knew about this meeting and Mr. _____ said yes and then the Judge asked Mr. _____ to return to his seat. The Judge never asked Mr. _____ anything about what he was a witness to in Mr. _____ office. I advised the Judge that the Security Guard at the front area of the court had taken the documents that I needed for our case and the bailiff went _____ retrieve the documents and it was not until we left the courtroom that the security guard gave me our documents. We would appreciate assistance on this problem.

I affirm, under penalty of perjury, that the foregoing information and the allegations contained in the attached complaint are true.

Date:

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Left Blank

COURT,
Mailing Address: ...

CASE NUMBER
SUMMONS/COMPLAINT

Plaintiff(s) Name/Address/Phone
VS

Defendant(s) Name/Address/Phone

SUMMONS

TO THE ABOVE-NAMED DEFENDANT(S):

READ THIS CAREFULLY. The above-named Plaintiff(s) has sued you in the small claims division of this Court. You are summoned to appear and defend. You must file your written answer to this complaint with this Court within _____ If you do not file an answer, judgment may be entered against you for the full amount of Plaintiff's claim, plus Plaintiff's court costs. You must pay a filing fee to this Court when you file your answer and mail or deliver a copy of your answer to the plaintiff(s).

NOTE: You may obtain an answer form from the court listed above or visit _____ to prepare your answer electronically.

Date _____ Clerk _____ (SEAL)

WARNING: You do not have the right to appeal the decision of the hearing officer or the justice of the peace in a small claims court. If you wish to preserve your right to appeal, you may have your case transferred to the civil division of the justice court pursuant to ARS §22-502(A), if you request such transfer at least ten days prior to the date of the scheduled hearing.

SMALL CLAIMS COMPLAINT

- 1. This claim arises from: Tort Contract Debt
- 2. Venue in this precinct is proper because: Defendant(s) reside(s) or does business in this precinct. The debt, transaction, or incident that resulted in this claim occurred in this precinct
- 3. The amount of this claim is \$ _____ (plus costs and interest, if applicable)

4. Defendant(s) owes Plaintiff(s) this amount because (state the basis of the claim): on or about

Plaintiff _____ Purchase a
vehicle from _____ in

the amount of \$ _____ plus \$ _____ in sales tax and other fees. (Please
see Exhibit "A" Attached. The

Said that he would repair the defects and/or broken parts on the vehicle.

To this date below _____ have not repaired the vehicle.
- see continuation

Date: _____

REQUESTS FOR REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE COURT BY PARTIES AT LEAST 3 WORKING DAYS IN ADVANCE OF A SCHEDULED COURT PROCEEDING.

Exhibit "A"

RETAIL PURCHASE ORDER

Email:

DATE:

PURCHASER'S NAME (S):

ADDRESS:

P.O. BOX

CITY

STATE

ZIP CODE

HOME TELEPHONE

WORK TELEPHONE

DOB

SOCIAL SECURITY #

D.L./I.D.#

The above information has been requested so that we may verify your identity in accordance with applicable law. By signing below, I represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR	MAKE	MODEL	TYPE	COLOR
SERIAL NO.	ODOMETER READING		SALESPERSON	

WARRANTY STATEMENT

Any warranties by a manufacturer or supplier other than our Dealership ("the seller") are theirs, not ours, and only the manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services.

If box is marked, you are purchasing a Used Vehicle with the implied Warranty Of Merchantability. The seller hereby warrants that this Vehicle will be for the ordinary purposes for which the vehicle is used for fifteen (15) days or five hundred (500) miles after the delivery whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. You (the purchaser) will be to pay up to twenty-five dollars (\$25.00) for each of the first two repairs if the warranty is violated.

The Vehicle is sold As-is-Not Expressly Warranted Or Guaranteed by Seller and Seller makes no implied warranty of fitness for any particular purpose additional implied warranty of merchantability beyond that set forth above, unless a box is marked below indicating that the Vehicle is sold with an Express Written Warranty or we enter into a Service Contract with you at the time of, or within 90 days of, the date of this transaction.

CONTRACTUAL DISCLOSURE STATEMENT(USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

If this box is marked, the Vehicle is sold with an Express Written Warranty from seller. No other express warranties are made by Seller. Any implied warranties shall apply for the duration of the Express Limited Warranty. Please see attached Used Vehicle Limited Warranty.

If this box is marked, you have entered into a Service Contract with:

WAIVER OF THE IMPLIED WARRANTY OF MERCHANTABILITY FOR PARTICULAR DEFECTS (PLEASE SEE ATTACHED WAIVER)		Cash Price Of Vehicle	\$
Attention consumer: Sign here only if the Dealers has told you that this vehicle has the following problem(s) and you agree to buy the vehicle on those terms:		Other Goods/Services:	
1 _____		Total Selling Price	
2 _____		Less: Trade-in Allowance	
3 _____		Cash Difference	
Purchaser's Signature(s): _____		Taxable Total	\$
TRADE-IN VEHICLE INFORMATION		Sales Tax @ _____ %	\$
Year: _____	Make: _____	Model: _____	Color: _____
Serial No: _____	Odometer Reading	<input type="checkbox"/> Not Accurate	
Trade-in Allowance	Balance Owed & Lienholder		
OTHER MATERIAL UNDERSTANDING AND INTEGRATED DOCUMENTS		License, Transfer Title & Registration Fee (GVW Rating _____)	\$
		Charge for Duplicate Titles	\$
		Dealer Documentary Fee	\$
		Total Due	\$
<input type="checkbox"/> Deposit <input type="checkbox"/> Partial Payment: \$ _____ was received from you as a Deposit/Partial payment. It is not refundable, except as set forth in this Agreement. In case of a Deposit, we will refrain from selling the vehicle for _____ day. X		Deposit/Partial Payment	\$
<input type="checkbox"/> If this box is marked, the Vehicle is sold with an Express Written Warranty. Please see the attached Express Limited Warranty Disclosure Statement.		Unpaid Balance Due	\$
I have read the terms and conditions of this agreement, including the conditions that appear on the reverse side, and I agree that this Agreement reflects the agreements between the Dealership and myself. This Agreement shall not become binding until signed by the authorized representatives of the Dealership.		Monthly Payment	\$

Purch

Purchaser

**THE COMMISSION'S POLICY IS
TO POST ONLY THE FIRST FIVE
PAGES OF ANY DISMISSED
COMPLAINT ON ITS WEBSITE.**

**FOR ACCESS TO THE
REMAINDER OF THE
COMPLAINT IN THIS MATTER,
PLEASE MAKE YOUR REQUEST
IN WRITING TO THE
COMMISSION ON JUDICIAL
CONDUCT AND REFERENCE
THE COMMISSION CASE
NUMBER IN YOUR REQUEST.**