

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 19-277

Judge:

Complainant:

ORDER

November 20, 2019

The Complainant alleged a superior court judge improperly dismissed her arbitration appeal.

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 Commission 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 November 20, 2019.

Name: _____ Judge's Name _____

1. Purchased from in for
2. First breakdown: Called Replaced Fuel Pumps and **REATTACHED FUEL LINE THAT HAD FALLEN OFF. (see invoice)** told me to take it to mechanic and insisted that my extended warranty company pay for it. The warranty company did pay from day one. But in doing this they breached the Implied Warranty on the sales agreement. Merchant must offer rescission or repair in the
3. Second breakdown: Repaired: **FUEL LINE HAD FALLEN OFF. (see invoice)**
4. Third breakdown: Repaired: **FUEL LINE HAD FALLEN OFF. (see invoice)**
5. Fourth breakdown: Repaired: Replaced fuel filters and reattached **FUEL LINE THAT HAD FALLEN OFF. (see invoice)**
6. Fifth breakdown: Fuel Line had fallen off. Did not get it fixed. Traded it in at the for Loss of I had to come up with! to get a car loan. I borrowed from a friend until I received my extended warranty reimbursement.
7. Filed a complaint with the They did not help me. No response from
8. Filed a complaint with the They did not help me. No response from except we are sorry this happened.
9. Letter to asking for compensation. No response.
10. Attorney sent a letter of demand to on my behalf. There was no response.
11. Filed a complaint with
12. Required Arbitration.
13. sent a request to dismiss the case to Hon. Judge I requested a stay.
14. He did not dismiss, but sent us to arbitration.
15. sent me to out of then did not pay their fees so the case was dropped on
16. Judge then sent us to arbitration with Attny
17. Received arbitration letter from to appear for arbitration.
18. Arbitration Hearing at office in
19. then decision. No award to either party and both to pay their own court and attorney fees. She stated that I did not prove that the car broke down for the same reason because I did not have an expert witness. I presented the receipts of each breakdown that listed the cause was the fuel line. I read these to her. I did not think I needed a mechanic to read the invoices to us when it was clear on the invoices that every break down was from the failing fuel line. I think she was negligent in perusing the documents because it was very clearly stated on each invoice. (see attached invoices) She claims I did not provide sufficient proof.
20. Lemon Law Information also attached. When the same repair happens over and over – not merchantable.
21. I asked for my compensatory damages that came to . Now plus the to file for an appeal.
22. I asked for Punitive damages of for mental anguish. (See attacked information on PTSD experienced.)
23. The defendant offered to pay my court and attorney costs and said “ ” And that her decision stands.
24. Received letter from Judge at the Court of that they had not received a motion to enter judgment on arbitration award nor an appeal from Arbitration and if they did not get

these within of this notice the case would be dismissed. So I filed an appeal on well within the

25. Defendant's attorney, filed to dismiss the case because my appeal was not filed within of the arbitration decision. Rule 76C and/ or 77b. ???

THIS IS MY COMPLAINT AGAINST ESQ. She did not tell me that I had to file my appeal after her judgement. Also when I filed my appeal at the Court, they took my and did not tell me I had to appeal within either. This is Judicial Misconduct.

THIS IS MY COMPLAINT AGAINST JUDGE The case was transferred from Judge to Judge and I believe Judge did not study the case thoroughly and she also did not let me know that I only had to file an appeal. I am not an attorney and I could not afford to pay any more than I already had to an attorney to file the original case which cost me approximately This is Judicial Misconduct.

I REFER BACK TO THE LETTER SENT FROM JUDGE STATING THAT I NEEDED TO RESPOND WITHIN FROM HIS LETTER TO APPEAL. THAT IS THE ONLY INFORMATION I RECEIVED, WHICH I DID. I HAVE THE RIGHT TO APPEAL THE ARBITRATION DECISION AND JUDGE TOOK THAT AWAY FROM ME. WHY DIDN'T I RECEIVE INFORMATION ON HOW MUCH TIME I HAD TO APPEAL?????

People need to be told about any time restrictions. The Court was negligent in not doing this. As consumers we should not have to depend upon attorneys who we cannot afford. No one told me that I had to file an appeal within of the arbitration judgment. Someone should have. The law is a guide for justice. This was not just because I have the right to appeal and that was taken away from me. I think this was a violation of the code of judicial conduct. Consumer Protection Laws need to be stronger and access to attorney advise needs to be available for the of us who cannot afford to pay an attorney Justice as not served which is the job of the judicial court system. Now I am told that the decision cannot be reversed because of the final Judge ruling because I did not file my appeal within If there is judicial negligence, this is it, and I deserve compensation and the right to appeal.

PLEASE RESPOND WITH A SOLUTION TO THIS ISSUE. I WOULD STILL LIKE TO APPEAL THE ARBITRATION DECISION.

SINCERELY,

Re:

From:

To:

Cc:

Date:

I disagree with the arbitrator's decision in this case and I will be appealing this case in the Court unless I get a substantial settlement (in the bank) from the defendant by

I don't know what more proof was needed than receipts from the mechanics that worked on this vehicle when it broke down times for the same reason within See notes below. It would be unreasonable to expect me to bring all mechanics into your office to testify that each repair was for the same problem when each receipt stated the same problem. An expert would have read the receipts and stated that the repairs were for the same problem since it was obvious on the receipts without an expert to read them to us. In addition to say it was not impossible for me to bring the broken down vehicle into when it broke down the time when I was away in is unreasonable and was impossible. I find this arbitration decision unreasonable, unlawful, unjust, and unacceptable.

repairs for same problem: See exhibits presented at arbitration.

- Ex 3: " (fuel line reconnected) Replaced both fuel filters and fuel filter. pump 5
- Ex 7: " (fuel line reconnected) replaced fuel pump
- Ex 10: " (fuel line reconnected)
- Ex 12: " (fuel line reconnected) replaced fuel filter. pump

Fuel pumps and fuel filters were replaced times as noted on receipts.

On

wrote:

Dear Ms.

Please find attached: (1) Correspondence from Arbitrator and (2) Notice of Decision. We have also mailed you the above documents today.

Sincerely,

Sales documents, invoices, etc. attached.

I purchased the _____ from _____ and _____ on _____ for _____

I am _____ and was looking for a reliable vehicle to pull my _____

I did due diligence before purchasing this used vehicle:

Before purchasing I checked Consumer Reports and there were no derogatory or adverse reports.

Before purchasing I called the _____ and talked to a sales person about the car. I was told it was a good, reliable vehicle that could easily pull my _____ as it was designed to pull _____

had good HP and _____

showed no adverse issues with this specific car.

Before purchasing I had it pre-inspected by _____ a car mechanic garage in _____ that specializes in _____

All diagnostics came back good. No problems. Cost was _____

business manager at _____

said the tires were good.

The two back tires were _____ and I had to have them replaced.

I had to have the car towed _____ in the _____ for the same fuel line problem. _____ I was pulling my _____

This was extremely stressful and dangerous. I eventually traded the car in at the _____ loss.

The following is a summary of my nightmare experience and costs:

Purchase costs at _____

Doc. Fee _____

_____ after purchasing the car it died and I had it towed back to _____ They found a faulty fuel filter and replaced both which my warrantee covered except for _____ for a fuel filter. My roadside service covered the tow charges.

Drove to _____
Car died outside of _____

Picked up my _____
Had car and _____

that was stored in _____
towed to _____

Headed _____
garage in _____

Since it was a _____ and the garage was not open on _____ They didn't get to it until _____

My roadside service covered the towing cost.

_____ did a diagnostic test. Nothing showed up. Cost _____

Found fuel line had fallen off again. Reconnected. Cost _____ The warrantee will not cover the same problem twice. They said I needed to take the car back to the mechanic who fixed it the first time. Since they were _____ miles away in _____ I could not do that so I had to pay this out of my pocket.

Headed : _____ pulling _____ behind me.

Car died _____
Dealership, I _____

of _____

Had car and _____
just _____

towed back _____

to a _____

My roadside service covered _____

the car towing but would only tow my [redacted] to the nearest safe place which was [redacted] from the Dealership so I had to pay [redacted] to have my [redacted] towed to the dealership.

- Diagnostic cost and reconnection of fuel line

[redacted] brake coupling system between [redacted] and [redacted] failed. Towed [redacted] to a mechanic in [redacted] to install a hardwire brake coupling system. He was the only one in the [redacted] that would work with the [redacted] Regular RV service centers said they had too much trouble with the [redacted] and brake coupling systems, both wireless and hard wired, and they just would not do it so I am including these costs in my documentation. [redacted] never did get the hardwire coupling to work but charged me [redacted] for the coupling system. I left my [redacted] with him because I did not want to pull a [redacted] without brakes and he later towed it to [redacted] for me for a fee of [redacted] He did not secure the [redacted] and it drug on the ground and was ruined. Cost [redacted] to replace.

to

[redacted] for [redacted] did maintenance [redacted] and replaced the two back tires that were bulging [redacted] and tried to get the hard wired brake coupling system to work (never did work)

Car died in [redacted] Had towed back to [redacted] He replaced the fuel pump and fuel line and elbow attachment piece again at no charge. [redacted] said if the car dies again there is something wrong with the car.

While pulling my [redacted] with the [redacted] to a storage area in [redacted] car died again. Had both and car towed. My roadside service covered tow cost. [redacted] to storage facility and car to the [redacted] where I traded it in for a [redacted] compact car that cannot pull my [redacted] My costs to purchase a different vehicle: Doc fee [redacted] Title registration [redacted] With all of my [redacted] expenses I cannot afford a larger vehicle now so I am planning to sell my [redacted], probably at a loss. I won't include this cost in my total.

The salesman at [redacted] told me that the [redacted] had a history of fuel problems. They were not going to fix and resell mine and were taking it to auction. That car should not ever be resold. The [redacted] gave me a straight across trade of [redacted] and I had to come up with the additional amount of [redacted] to pay off the original [redacted] loan.

My total cost of the [redacted] which I only owned for approximately

**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.**