

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 20-156

Judge: Lee F. Jantzen

Complainant: Robert G. Dowdy

ORDER

The complainant alleged a superior court judge failed to issue a timely ruling, engaged in improper demeanor, and displayed preferential treatment toward one party in a civil matter.

Mohave County Superior Court Judge Lee F. Jantzen presided over a civil matter, Case No. CV2018-01214 (*Horizon Community Bank v. Dowdy et al.*). After hearing oral argument on January 22, 2020, Judge Jantzen took the matter under advisement, and he informed the parties he would issue a ruling within thirty days. However, he did not issue a ruling until April 10, 2020, seventy-nine days after he took the matter under advisement. Judge Jantzen signed a payroll certification in March 2020, knowing the ruling was overdue at that time.

The Commission found that Judge Jantzen's conduct violated the following provisions of the Code of Judicial Conduct and Arizona law:

- Rule 1.1 which states, "A judge shall comply with the law, including the Code of Judicial Conduct."
- Rule 1.2 which 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 2.5(A) which states, "A judge shall perform judicial and administrative duties competently, diligently, and promptly."
- Article 2, Section 11 of the Arizona Constitution which states, "Justice in all cases shall be administered openly, and without unnecessary delay."
- Article 6, Section 21 of the Arizona Constitution which states, "Every matter submitted to a judge of the superior court for his decision shall be decided within sixty days from the date of submission thereof. The supreme court shall by rule provide for the speedy disposition of all matters not decided within such period."

- Rule 91(e) of the Arizona Rules of Supreme Court which states, “Every matter submitted for determination to a judge of the superior court for decision shall be determined and a ruling made not later than sixty days from submission thereof, in accordance with Section 21, Article VI of the Arizona Constitution. Each superior court clerk shall report to the Administrative Director of the Courts, in writing, on the last day of March, June, September and December, in each year, all matters in that court submitted for decision sixty days or more prior to the date of such report and remaining undecided on the date of the report. The report shall contain the title of each action or proceeding, the matter submitted, the judge to whom submitted, and the date of submission.”
- A.R.S. §12-128.01 which states:

Receipt of salary by judges and commissioners; affidavit; pending and undetermined causes; violation; classification

A. A superior court judge or commissioner shall not receive his salary unless such judge or commissioner either certifies that no cause before such judge or commissioner remains pending and undetermined for sixty days after it has been submitted for decision or there is submitted by the chief justice of the Arizona supreme court a certification that such superior court judge or commissioner has had a physical disability during the preceding sixty days or that good and sufficient cause exists to excuse the application of this section to particularly identified litigation then pending.

B. Any certification submitted by the chief justice pursuant to subsection A shall set forth in detail the nature and duration of the physical disability involved or the reason why subsection A should not apply to the specified pending litigation.

C. Any person who issues or causes to be issued any check, warrant or payment to a judge or commissioner knowing that, pursuant to this section, such judge or commissioner should not receive his salary is guilty of a class 3 misdemeanor.

Although Judge Jantzen has a prior public censure for a delayed ruling issue, the Commission found that a public reprimand is warranted in this matter based on the length of the delay and mitigating information supplied by Judge Jantzen, which included new techniques for affirmatively addressing complex cases and litigants, and new calendaring and tracking methods. The Commission found no clear and convincing evidence to support the remaining allegations of the complaint.

The Commission also granted a request by Disciplinary Counsel for a protective order for Judge Jantzen's supplemental response dated May 13, 2021. That document will be sealed and is not part of the public record in this matter.

Accordingly, Judge Lee F. Jantzen is hereby publicly reprimanded for his conduct as described above and pursuant to Commission Rule 17(a). The record in this case, consisting of the complaint, the judicial officer's response, and this order shall be made public as required by Commission Rule 9(a).

Dated: June 11, 2021

FOR THE COMMISSION

/s/ Louis Frank Dominguez
Hon. Louis Frank Dominguez
Commission Chair

Copies of this order were distributed to all appropriate persons on June 11, 2021.

CONFIDENTIAL

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

FOR OFFICE USE ONLY

20-156

COMPLAINT AGAINST A JUDGE

Name: Robert G. Dowdy Judge's Name: Lee Jantzen

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.

Emailed on or about May 24, 2020 to Ms. Elliott copy as follows:

Hello Ms. Elliott,

My name is Robert G. Dowdy. I have been having some difficulty regarding the Honorable Judge Jantzen related to case S8015-CV-2018-01214 ("My Matter"). I am the defendant in My Matter. Please advise if I am required to follow another procedure other than reaching out to you via this email. Shall I file a formal complaint? I imagine that I do but was hoping to start the process to speed things up so to speak.

I recently read Case No. 17-232 ("17-232 Case") dated June 15, 2018 (copy attached). In that matter Judge Jantzen was censured for judicial misconduct. I found some similarities in the detail of the 17-232 Case with My Matter that I felt it necessary to reach out to you Ms. Elliott. Please recognize that I am also aware of the differences in My Matter as compared to the 17-232 Case that ultimately found Judge Jantzen facing censure. The 17-232 Case appeared to be a criminal matter and My Matter is civil.

Next week I expect to be filing a Motion to Request Change of Judge which I had prepared prior to reading the 17-232 Case. The Factual Background in the May 17, 2018 Stipulated Resolution for Purposes of Discipline by Consent ("Factual Background") could nearly be copied and restated regarding My Matter. For example, in My Matter there was a Hearing on or about January 22, 2020. In that Hearing at or near the end of the Hearing Judge Jantzen stated, "I will self impose a deadlineuh so its not 60 days, so I'm going to put 30 days as an outside and I'm going to get a ruling within 30 days of today." Judge Jantzen provided his Court Order/Notice/Ruling on or about April 10, 2020 which is approximately 79 days not the 30 days he stated in the January 22, 2020 Hearing. On a side note, the Covid19 pandemic did not begin until after the 30 days self imposed by Jantzen which would have been approximately Friday, February 21, 2020.

My Matter also has gone through the multiple pleadings similar to Judge Jantzen's statement in the Factual Background where Judge Jantzen stated, "I have not gotten to these files because every time I go to pick one up, there's a new stack of pleadings on them..." I have pointed out to Judge Jantzen that all pleadings from me have been lawful and simply exercising the rights we are afforded under the law. Any delays in My Matter have been primarily due to the Court.

I can provide more detail but most of the information will be available in my Motion to Request Change of Judge. or in a thorough review of My Matter Court records, transcripts, pleadings, etc. I am not sure if you have access to those records related to My Matter and I am willing to provide them.

Please respond at your convenience.

Sincerely,

CONFIDENTIAL

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

FOR OFFICE USE ONLY

COMPLAINT AGAINST A JUDGE

Name: Robert G. Dowdy Judge's Name: Lee Jantzen

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.

Robert G. Dowdy

Exhibits attached:

- 1) Motion to Request Written Correspondence - this was filed on or about May 21, 2020 due to Judge Jantzen's behavior in the courtroom and his methods of communicating with me. It points to two hearings most notable the January 22, 2020 Hearing and the more recent May 6, 2020 hearing. I am preparing two CD's for the Commission's review and expect to have them ready to be mailed today.
- 2) Motion for a Change of Judge Draft (with Exhibit attached) - this is to be filed next week providing more specific details related to the case and why a change of judge is being requested.

Sincerely,

Robert Dowdy

1 ROBERT G. DOWDY
2 91 London Bridge Rd. #B-104
3 Lake Havasu City, AZ 86403
4 (714) 227-9774
5 rdowdyepa@yahoo.com
6 Pro Se for Defendant

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
8 **IN AND FOR THE COUNTY OF MOHAVE**

9 Horizon Community Bank, an Arizona) Case No.: S8015-CV-2018-01214
10 corporation)
11)
12 Plaintiff,) DOWDY MOTION TO REQUEST
13 vs.) ALL CORRESPONDENCE BE IN
14) WRITING AND TO BE DISMISSED
15 Robert G. Dowdy, an unmarried man;) FROM FURTHER ORAL HEARINGS
16 Robert G. Dowdy, as Trustee of the)
17 Robert G. Dowdy Family Trust dated April 14,) 2014; Suzanne Gail Campbell, an unmarried)
18 woman; and, Suzanne Gail Campbell, as)
19 Trustee of the Suzanne Gail Campbell Family)
20 Trust dated June 1, 2018;)
21 Defendants.)
22)
23)
24)
25)
26)
27)
28)
And related Counterclaims, Crossclaims and)
Third-Party Claims)
_____)
_____)

24 Dowdy respectfully requests this Court to allow all further correspondence be in
25 written form and dismiss Dowdy from any further oral hearings related to this matter.

26 Dowdy suffers from a medical condition known as epilepsy. Epilepsy is a medical
27 condition that causes disruptions in the brain resulting in seizures and impacting a person's
28 cognitive ability. It is commonly known among health professionals that stress and anxiety

1 are well-established triggers for seizures among people with epilepsy. Studies have shown
2 that reducing stress may lower seizure risk for those with the condition.

3 Dowdy believes that undue stress and anxiety has been directed toward Dowdy by
4 the Court during the verbal hearings in which Dowdy was present. Dowdy has been
5 present or was expected to be present at the following hearings:

- 6 1) March 6, 2019 (Dowdy present),
- 7 2) May 8, 2019 (Dowdy present),
- 8 3) September 18, 2019 (Dowdy not present),
- 9 4) January 22, 2020 (Dowdy present) and
- 10 5) May 6, 2020 (telephonic Dowdy present)

11
12 In all of the hearings above where Dowdy was present an event occurred in the
13 proceedings that impacted Dowdy's health. In the first hearing Dowdy became
14 unresponsive near the conclusion of the hearing (*See*, Minute Entry March 6, 2019, Court
15 digital recordings, transcripts and other similar records). In the second hearing Dowdy was
16 admonished by Judge Jantzen (*See*, Minute Entry May, 8, 2019, Court digital recordings,
17 transcripts and other similar records). In the third hearing Judge Jantzen inappropriately
18 asked others present at the hearing as to Dowdy's whereabouts (*See*, Minute Entry
19 September 18, 2019, Court digital recordings, transcripts and other similar records). In the
20 fourth hearing Dowdy was interrupted by Judge Jantzen as to how much more time Dowdy
21 would need to complete his presentation (*See*, Minute Entry January 22, 2019, Court
22 recordings, transcripts and other similar records). In the most recent hearing, May 6, 2020,
23 Judge Jantzen interrupted Dowdy while Dowdy was presenting Dowdy's status of this case
24 (Please note that per the January 22, 2020 Court Minutes this May 6, 2020 Hearing was
25 intended to be a hearing regarding scheduling and not a status hearing.) Dowdy should
26 have been afforded an equal opportunity to speak similar to that opportunity provided to
27 Plaintiff's counsel Mr. Zdancewicz. The Court allowed Plaintiff's attorney to freely
28 discuss irrelevant matters without interruption. For example, Plaintiff's attorney, Mr.
Zdancewicz discussed "income properties" allegedly owned by Dowdy during a hearing
that was slated for case scheduling. Mr. Zdancewicz was not interrupted by the Court

1 despite Mr. Zdancewicz discussion being clearly off topic – “income property” has no
2 relevancy to case scheduling yet Mr. Zdancewicz was allowed to expound on the issue
3 unfettered.

4 The above examples of the Court’s conduct, intentional or otherwise, cause undue
5 stress and anxiety to Dowdy and negatively impacts Dowdy’s overall health and wellbeing.
6 Dowdy’s medical condition makes it difficult and in some circumstances impossible for
7 Dowdy to regain his thoughts after Dowdy is interrupted. As seen on multiple occasions
8 by the Court, Dowdy becomes unresponsive (petit seizures) and/or irritable and/or loses his
9 composure, which are symptoms of epilepsy.

10 This Court’s handling of this case clearly reflects the Court’s deference for
11 attorneys over self-represented persons which in Dowdy’s opinion is unjust and placing
12 Dowdy at a clear disadvantage. At essentially every opportunity when Dowdy attempted to
13 communicate his arguments, this Court has impeded Dowdy’s argument as though the
14 Court had already determined Dowdy’s verbal arguments and/or exhibits were without
15 merit, yet the Court found Defendants have a completely valid legal argument, *See,*
16 Minute Order April 10, 2020 where the Court stated,

17 *“Both parties have asked this Court to determine they are right, and the law*
18 *completely supports their position.”*

19 Routinely, after the Court has interrupted Dowdy, the Court later requests if Dowdy
20 had anything further to add which is appreciated but with the lack of cognitive ability
21 caused by Epilepsy, Dowdy is unable to pick up where Dowdy was or recall what Dowdy
22 intended to articulate.

23 Most recently during the May 6, 2020 telephonic hearing, after Judge Jantzen
24 terminated Dowdy’s arguments, Judge Jantzen made two attempts to undue his interruption
25 by asking Dowdy if Dowdy had any further matters to discuss. Dowdy responded by
26 simply stating, “yes but I will refrain” because Dowdy could not recall the substance of his
27 arguments at that time. The Court immediately responded to Dowdy, stating in essence,
28

1 “...statements like that don’t help the Court, if you have something to say
2 then say it.”

3 Judge Jantzen then repeated his question as to whether Dowdy had any further
4 statements and again Dowdy responded in essence,

5
6 *“I did have further statements but will again refrain from stating them.”*

7
8 Because Dowdy concluded the Court would not afford Dowdy a fair opportunity to
9 present Dowdy’s argument therefore, Dowdy resorted to respond in written form.

10 Dowdy in this Motion would like to expound at what Dowdy intended to place on
11 the record after the Court foreclosed Dowdy’s argument without justification as follows.

12 *“Your Honor with all due respect you appear to be biased in favor of
13 Plaintiff. Your comments are unprofessional and in my opinion indicative of
14 judicial misconduct. Judicial misconduct occurs when a Court fails to remain
15 impartial and specifically fails to afford a party an opportunity to be heard. Here,
16 the Court allowed Plaintiff’s attorney unfettered ability to expound on non-relevant
17 matters and did not afford me an equal opportunity to rebut Plaintiff’s arguments
18 and more importantly also allow me to present my view of this case at a scheduling
19 conference. There have been prior instances of impropriety as well. The Court
20 abruptly terminating my argument(s) is without justification. The Court allowed
21 Plaintiff’s attorney to speak freely but terminated my statements on more than one
22 occasion indicative of preferential treatment to Plaintiff to my detriment. Plaintiff’s
23 attorney did not object to my statements, this Court did. Your Honor you appear to
24 be purposefully provoking and prematurely foreclosing my opportunity to be heard,
25 disrupting my thoughts and making it difficult for me to focus on the purpose for the
26 hearing. You render me nearly incapable of articulating my arguments and
27 effectively foreclosing my ability to adequately represent myself in open court. It
28 appears that you are doing this because you believe this matter is behind schedule.
Who’s schedule? This matter has proceeded in exactly the time-line a civil matter*

1 Address: 730 E. Beale Street
2 City, State, Zip Code: Kingman, AZ 86401
3 Phone Number: 928-753-6115
4 Email: bbglawjeff@frontiernet.net
5 Counsel for Horizon Community Bank

6 Attorney for Plaintiff and Co-Counsel: Michael Zdancewicz
7 Address: 4801 S. Lakeshore Dr., Suite 111
8 City, State, Zip Code: Tempe, AZ 85282
9 Phone Number: 480-584-5660 ex. 2003
10 Email: mz@wzfirm.com
11 Co-Counsel for Horizon Community Bank

12 Co-Defendants and Cross-Defendant: Suzanne G. Campbell and Suzanne G. Campbell as
13 Trustee of the Suzanne Gail Campbell Family Trust dated June 1, 2018
14 Address: 91 London Bridge Rd #B-104
15 City, State, Zip Code: Lake Havasu City, AZ 86403
16 Phone Number: 714-402-3391
17 Email: suzanne.campbell40@yahoo.com

18 Third Party Defendant: Kurt R. Schneider
19 Address: 582 Pierpont Drive
20 City, State, Zip Code: Costa Mesa, CA 92626
21 Phone Number: 714-315-5320
22 Email: kurt6189@yahoo.com

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29 By: Robert G. Dowdy
30 Defendant in Pro Se

"DRAFT"
FINAL EXPECTED
TO BE FILED
NEXT WEEK
RD

1 ROBERT G. DOWDY
2 91 London Bridge Rd. #B-104
3 Lake Havasu City, AZ 86403
4 (714) 227-9774
5 rdowdycpa@yahoo.com
6 Pro Se for Defendant

6 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
7 **IN AND FOR THE COUNTY OF MOHAVE**

9 Horizon Community Bank, an Arizona) Case No.: S8015-CV-2018-01214
10 corporation)
11)
12 Plaintiff,) MOTION FOR A CHANGE OF
13 vs.) JUDGE
14)
15 Robert G. Dowdy, an unmarried man;)
16 Robert G. Dowdy, as Trustee of the) DECLARATORY RELIEF
17 Robert G. Dowdy Family Trust dated April 14,)
18 2014; Suzanne Gail Campbell, an unmarried)
19 woman; and, Suzanne Gail Campbell, as)
20 Trustee of the Suzanne Gail Campbell Family)
21 Trust dated June 1, 2018;)
22)
23)
24)
25 Defendants.)
26)
27)
28)
And related Counterclaims, Crossclaims and)
Third-Party Claims)
)

25 Dowdy respectfully requests this Court grants Dowdy's Motion for a change in
26 Judge and Declaratory Relief. The following Items **I, II, III, IV** and **V** below discuss the
27 purpose and justifiable reasoning for a change in Judge and Declaratory Relief. Also, *See*,
28 Dowdy's Motion To Request All Correspondence Be In Writing and To Be Dismissed
From Further Oral Hearings for additional information.

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I. Campbell’s Request for Bifurcation

This Court denied a motion for bifurcation wherein the cross complaint against Dowdy by Campbell could have been transferred, heard, settled or otherwise fully adjudicated. Despite this Court’s opinion that it could hear the domestic partnership case it has failed to render an opinion in the matter. Dowdy requests this Court recognize a settlement has been reached between Co-defendants that was fair and equitable. A lack of final determination by this Court leaves both Campbell and Dowdy without ability to perform any of the rights each is entitled to regarding their respective properties. Had the cross complaint been brought in any other court room the matter would have been settled and fully resolved not by the Court but by the litigants which is clearly a preferred means of resolution in all cases. In Dowdy’s opinion it is unjust to combine both matters a

- 1) Domestic Partnership Dissolution and
- 2) Fraudulent Transfer Allegation

in one courtroom as each matter is separate and distinct (a prime and substantial reason for bifurcation).

II. Court finding that both Parties have Valid Arguments

The Court has rendered its opinion that both Plaintiff and Defendant(s) have “completely” valid legal argument. How is that conclusion possible? And more importantly a valid legal argument for both parties as stated by a civil judge renders this matter final. Does it not? What else is necessary to establish if both parties have presented motions for summary judgments with sufficient undeniable statement of facts, affidavits and supporting exhibits? Expecting a jury to ultimately decide based on the skillful presentation of either sides legal representation is both a gamble and potentially wrong.

Plaintiffs brought this action under a claim of fraudulent transfer. The Court found Defendants, presumably Dowdy and Campbell (Schneider has remained silent) versus Plaintiff each have a valid argument. Dowdy and Campbell’s argument, and in fact the truth of the matter, is Dowdy and Campbell jointly owned property under Palimony Law, a fact known to this Court and Plaintiff. Early in this litigation, Plaintiff offered Campbell

1 the property she was entitled to (See Exhibit "1" attached hereto and incorporated herein by
2 this reference). This was a notable event but the condition that Plaintiff placed upon her
3 was that Ms. Campbell was required to admit to a fraudulent transfer. Campbell could not
4 admit to a fraudulent transfer because that would subject her to perjury. That being said,
5 had Campbell committed perjury she could have settled this case from the very beginning
6 nearly two years ago. Obviously, Campbell opted not to perjure herself and respectfully
7 declined Plaintiff's disingenuous offer.

8 Plaintiff knows and appreciates Campbell's lawful interest in property yet they seek
9 to have this Court find that Campbell has a fifty percent interest in bad faith. Plaintiff
10 seems to misunderstand that an agreed upon equitable interest between Campbell and
11 Dowdy is substantially half. That equitable interest should not and cannot be determined
12 by another party such as the Plaintiff or any court. Neither Plaintiff, nor this this Court
13 have presented any case law to support a "partial fraudulent transfer" because it is either
14 fraudulent or not. Here it was not, yet this Court has held it is a jury decision. Dowdy
15 finds it difficult to comprehend how an experienced judge cannot reach an opinion that
16 impacts long standing case law supporting domestic partnership and a domestic partner's
17 right to property. Ruling a fraudulent transfer occurred terminates Campbell's entire
18 ownership interest in property that accrued during a twenty (20) year domestic partnership.
19 The implication of such a ruling would be the termination of a domestic partner's right to
20 jointly acquired property. A result and contrary to this State's view on domestic partners,
21 (*See generally, Cook v. Cook*, 142 Ariz. 573, 691 P.2d 664 (1984); *Carroll v. Lee*, 148
22 Ariz. 21, 712 P.2d 934 (1985)). This is also, contrary to California's protections for
23 domestic partners, (*See generally, Marvin v. Marvin* (1976) 18 Cal.3d 660 [134 Cal.Rptr.
24 815, 557 P.2d 106]). An unlikely outcome for this Court to reach and clearly not one in
25 which a jury should ponder.

26 **III. Indifference**

27 A noteworthy point for the Court to consider is Dowdy really has no stake in this
28 matter irrespective of the outcome. In fact, Dowdy fairs better if Plaintiff prevails because
all the jointly acquired assets between Dowdy and Campbell would, or could be, ordered to
be vested in Dowdy's name solely. Plaintiff would, or could, pursue collection efforts

1 against Dowdy to satisfy Dowdy's indebtedness and Dowdy would retain the residual
2 property(ies). In Dowdy's opinion Campbell would experience a total and absolute loss
3 should Plaintiff prevail. Campbell, the rightful owner of essentially fifty percent
4 (substantially equitable interest is the standard) of the jointly acquired property (and not a
5 debtor to Plaintiff) would or could be ordered to relinquish her entire interest to Dowdy
6 enabling Dowdy to satisfy Dowdy's sole indebtedness to Plaintiff. This is clearly an
7 outcome to Dowdy's betterment. It is a well understood maxim that the Courts abhor
8 forfeiture.

9 **IV. Declaratory Relief**

10 Both Dowdy and Campbell have resolved their division of assets and reached a fair
11 and equitable dissolution. Proof and the factual evidence is the Dowdy/Campbell
12 Settlement Agreement (*See*, Settlement Agreement dated September 6, 2019). This
13 Settlement Agreement was initiated by Campbell and agreed to by Dowdy despite Dowdy
14 understanding the detriment as discussed above. Declaratory relief by this Court is being
15 requested establishing that the Dowdy/Campbell Settlement Agreement is valid and
16 binding and in full effect retroactive to the filing date. This Court seems to understand this
17 because it made the statement in its Minute Entry on April 10, 2020 as follows:

18 *“Even assuming Campbell has an equitable interest in the property, was the
19 transfer done to make it a legal interest done fraudulently.”*

20 Plaintiff also seems to understand this based on its repeated statements in virtually
21 all of its pleadings during the course of this litigation to date.

22 A legal and valid transfer of a substantially equivalent value of property to a lawful
23 owner can never rise to the level of being fraudulent. It simply cannot because each party
24 in the division of assets has the ability to choose what is substantially equivalent when
25 making negotiations including the knowledge of past value, current value or future value.
26 Plaintiff has acknowledged this fact in its numerous pleadings citing the “fifty percent”
27 amount. Plaintiff can never decide for Dowdy or Campbell what a reasonably equitable
28 interest is (such as for example an exchange of “two three-bedroom homes for one six-
bedroom home”). Similarly, a Court can also never decide what a reasonably equivalent

1 value is. Dowdy and Campbell's Domestic Partnership was present long before Plaintiff
2 existed. Accordingly, any equitable division of property should be determined first.

3 Based on the Court's Minute Entry on April 10, 2020, this Court is leaving this
4 decision up to a jury in two instances stating the following:

5 1. *"The dispute in the facts in this case and which must be decided by a jury
6 is whether or not these facts rise to the level of a fraudulent transfer."*

7 And a second later statement:

8 2. *"There is a transfer here. Whether or not it was fraudulent is a jury
9 question."*

10 How on earth is a jury going to determine what an equitable interest is for Dowdy
11 and Campbell? It only makes sense that Dowdy and Campbell decide (which they did)
12 with the filing of their Settlement Agreement.

13 **V. Procedural Status Support a Change in Judge**

14 Under Arizona Rules of Civil Procedure Rule 42(f) the right to change a judge
15 before they make any contested rulings shall be granted when:

- 16 1. At the filing of this motion there are no determinative substantive motions
17 pending.
- 18 2. All motions for partial and/or summary judgments have been denied.
- 19 3. Plaintiff has not propounded discovery.
- 20 4. Plaintiff has not presented a current proposed scheduling order.
- 21 5. A change in judge would not cause undue delay.
- 22 6. This case is a civil matter containing two distinct parts a fraudulent transfer
23 claim and a dissolution of domestic partnership, a matter that can be heard by
24 the same judge or at the request of Campbell and not objected to by Plaintiff, a
25 separate judge.
- 26 7. The parties would not be prejudiced in any way by a change in judge.

27 **Conclusion**

1 For the reasons set forth above, Dowdy respectfully requests that this Court grants
2 Dowdy's Motion for a change in Judge and Declaratory Relief regarding the legal validity
3 of the Dowdy/Campbell Settlement Agreement.
4

5
6 **RESPECTFULLY SUBMITTED** this ___ rd day of May, 2020.

7
8 "DRAFT"

5/22/2020

9 Robert G. Dowdy
10 Defendant in Pro Se

11
12 The original of the forgoing filed
13 this _____ rd day of May, 2020

14 A copy of the foregoing sent via electronic mail only
15 this _____ rd day of May, 2020 to:

16 Attorney for Plaintiff and Counter-Defendant: Jeffrey A. Goldberg
17 Address: 730 E. Beale Street
18 City, State, Zip Code: Kingman, AZ 86401
19 Phone Number: 928-753-6115
20 Email: bbglawjeff@frontiernet.net
21 Counsel for Horizon Community Bank

22 Attorney for Plaintiff and Co-Counsel: Michael Zdancewicz
23 Address: 4801 S. Lakeshore Dr., Suite 111
24 City, State, Zip Code: Tempe, AZ 85282
25 Phone Number: 480-584-5660 ex. 2003
26 Email: mz@wzfirm.com
27 Co-Counsel for Horizon Community Bank

28 Co-Defendants and Cross-Defendant: Suzanne G. Campbell and Suzanne G. Campbell as
Trustee of the Suzanne Gail Campbell Family Trust dated June 1, 2018
Address: 91 London Bridge Rd #B-104
City, State, Zip Code: Lake Havasu City, AZ 86403
Phone Number: 714-402-3391
Email: suzanne.campbell40@yahoo.com

1 Third Party Defendant: Kurt R. Schneider
2 Address: 582 Pierpont Drive
3 City, State, Zip Code: Costa Mesa, CA 92626
4 Phone Number: 714-315-5320
5 Email: kurt6189@yahoo.com

DRAFT 5/27/2020

6 By: Robert G. Dowdy
7 Defendant in Pro Se

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“EXHIBIT 1”

On Tuesday, December 4, 2018 12:00 PM, "bbglawjeff@frontiernet.net" <bbglawjeff@frontiernet.net> wrote:

Ms. Campbell: Horizon has authorized me to submit the following proposal, which will be memorialized in a Settlement Agreement to include, without limitation, the following terms:

1. Horizon will dismiss its claims against you and the your Trust, with prejudice;
2. You will dismiss your counterclaim against Horizon with prejudice;
3. The parties will each pay their own attorney’s fees and costs incurred in connection with Horizon’s claims against you and your Trust and your counterclaim against Horizon;
4. The dismissal of the claims shall not in any way affect Horizon’s claims against Mr. Dowdy or the Dowdy Trust, which include, without limitation:
 - a. Horizon’s claim that Dowdy or the Dowdy Trust owned at least a 50% interest in the properties prior to the conveyance of those properties to Dowdy’s Trust in the July, 2018 Deeds;
 - b. The conveyance by Dowdy of his interests in the properties to the Dowdy Trust was a fraudulent conveyance and may be set aside; and,
 - c. Horizon is entitled to a declaratory judgment that its Judgment Lien applies to the properties to the extent of the interests of Dowdy or the Dowdy Trust.
5. You and Horizon each release each other from any liability related to the lawsuit, the counterclaim or the properties.

This proposal constitutes settlement negotiations and may not be used in any litigation between the parties. This proposal shall not be binding until the parties have negotiated and executed a Settlement Agreement incorporating its terms.

If you are interested in accepting this proposal, please let me know and I will prepare a first draft of the Settlement Agreement for your review. Also let me know if you know whether Mr. Dowdy would stipulate to the dismissal of Horizon’s claims against you and your Trust and the dismissal of the counterclaim against Horizon, without Horizon having to file a Motion if we are able to reach an agreement.

My answer to your counterclaim is due tomorrow and I anticipate that I will need to file one because of the time constraints. If you were willing to grant a 15 day extension in order to finalize any settlement, let me know. Otherwise, I will file an answer.

Jeff

Jeffrey A. Goldberg
Bruno, Brooks & Goldberg, P.C.
730 East Beale Street
Kingman, AZ 86401

Phone (direct): (928) 753-9810
Phone (front office): (928) 753-6115
Facsimile: (928) 753-7991
e-mail: bbglawjeff@frontiernet.net

From: Suzanne Campbell <suzanne.campbell40@yahoo.com>
Sent: Tuesday, December 4, 2018 4:50 PM
To: bbglawjeff@frontiernet.net
Subject: Re: Settlement Proposal Horizon Community Bank v Dowdy, et. al., Mohave County Superior Court Case No. CV 2018 1214

Mr. Goldberg,

I appreciate your efforts to resolve this matter but from what was presented it does not appear you understood my claim as it relates to my interest in the properties Mr. Dowdy and I have acquired during our relationship. My claim asserts a greater than 50% interest in the properties which remains in controversy.

Further, Horizon Community Bank was aware of my relationship with Mr. Dowdy and in my opinion gave me bad (legal) advice that placed my interest in the properties and Mr. Dowdy's CPA firm at risk which caused me to incur damages including but not limited to this suit.

Paragraph 4(b) In my belief that your asserting Mr. Dowdy engaged in a fraudulent transfer would also entail by default that I was involved in a fraudulent transfer. I disagree to your assertion and claim as there was no fraudulent transfer as I was and remain entitled to the property Mr. Dowdy conveyed and contend and allege I am entitled to an even greater percentage which is pending in my suit against Mr. Dowdy.

Paragraph 4(c) I am not in a position to agree or disagree with your contention that you are entitled to a declaratory judgment against Mr. Dowdy and leave that determination for the courts. To the extent that the declaratory judgment affects my interest in property, I am in complete disagreement.

Paragraph 5 - I would consider settling my claim against Horizon with a reasonable offer that recognizes my separate interest in the real property. However I believe any such settlement would likely require an agreement with Mr. Dowdy which has not been reached at this point.

I am not opposed to further discussions related to settlement and appreciate your efforts in reaching out to me.

I have no objection to a 15 day extension should you need additional time to complete your answer.

The foregoing response constitutes settlement negotiations and may not be used in any litigation between the parties.

Thank you for your consideration.

Suzanne Campbell

On Tuesday, December 4, 2018 5:10 PM, "bbglawjeff@frontiernet.net" <bbglawjeff@frontiernet.net> wrote:

Suzanne: I don't want to belabor the issues, but I do want to clarify a few things. I think the one stumbling block that we may not be able to overcome is that Horizon is not going to pay you anything for what you have in these properties or agree that you hold greater than 50% ownership as part of a settlement. Just so you are clear, what Horizon is willing to do is acknowledge your separate 50% interests, including an acknowledgement that those interests are free and clear of Horizon's judgment lien. Horizon would be dismissing all of the claims against you; therefore, you would not be implicated in the fraudulent conveyance claims against Mr. Dowdy. The only fraudulent conveyance claims left would be against him for the transfer of his interests in the properties to his Trust. We could make that clear in the Settlement Agreement. I don't think the fact that the revocable trust is liable for Mr. Dowdy's debts to the same extent that he is in his individual capacity is subject to a reasonable dispute. We will be filing a motion for summary judgment on that issue. I am sure that the legal advice you apparently obtained so far confirmed this. Horizon would prefer to settle with you under the terms we proposed and I hope you reconsider your position. I appreciate your responsiveness and hope we can find something the parties can live with. As with all settlement discussions, these communications may not be used in any litigation between the parties.

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Facsimile: (928) 753-7991
e-mail: bbglawjeff@frontiernet.net

From: Suzanne Campbell <suzanne.campbell40@yahoo.com>
Sent: Wednesday, December 5, 2018 3:47 PM
To: bbglawjeff@frontiernet.net

Subject: Re: Settlement Proposal Horizon Community Bank v Dowdy, et. al., Mohave County Superior Court Case No. CV 2018 1214

Mr. Goldberg,

I appreciate your efforts in resolving this matter. However, I am unclear as to your assessment that I am seeking payment from HCB for my entitlement to assets (properties). I am not seeking payment from HCB for my share of the assets. I already own those and have no desire to sell my share of the assets to anyone. However, any legal claims that I may have against HCB and to the extent those claims will compensate me for my expenses and damages, I will seek under the law. My claim against HCB comprises, among other things, the unauthorized practice of law and the bad legal advice HCB provided me resulting in the removal of my name from documents that reflected my ownership interest in Mr. Dowdy's CPA business (a business, of the many businesses, that I contributed considerable effort to build during my and Mr. Dowdy's relationship) and a loan to the business that further affected my interest in that entity. I want to be very clear in that my business relationships with Mr. Dowdy are privileged and not open for discussion with you or HCB. Our partnership(s) and the changes that have occurred to that/those partnership(s) over time cannot be modified unilaterally by me or any agreement with HCB.

As for an agreement between HCB and myself that I am entitled to precisely a 50% interest, that is an issue subject to final adjudication that I have rightfully asserted against Mr. Dowdy. Mr. Dowdy and I are negotiating the issue however an agreement has not been reached. For your information, should it be relevant at this time, the proposed percentage is substantially greater than 50% considering the totality of the circumstances and events that have taken place for nearly 20 years to which under both Arizona and California Law, I have a legal right to assert.

As for the claim for a fraudulent conveyance, I believe I clearly stated there was no fraudulent conveyance as the conveyance was initiated by me and fully supported by consideration as described above. Mr. Dowdy was having significant health issues and our partnership agreement was evolving, the transfers were done at my request having nothing to do with HCB's issues with Mr. Dowdy to which I was not a party. Settling my trust was the result of changes in the partnership between Mr. Dowdy and myself and not a definitive allocation of assets that would be found in (for example) a partnership dissolution agreement. As stated in my complaint, I had and retain an absolute legal entitlement to partnership assets. My allocation percentage remains at issue between Mr. Dowdy, Mr. Schneider and myself, or as determined by the courts.

I look forward to your response and hope an amicable resolution can be set forth. However, given your client's misunderstanding of my vested interest in both the real property and personal property acquired during my and Mr. Dowdy's relations and your client's lack of concern for my interest, resolution seems unlikely at this point.

This response is in furtherance of settlement negotiations and may not be used for any other purpose subject to Arizona Rules of Evidence, Rule 408.

Again, thank you for your efforts in this matter.

Sincerely,

Suzanne Campbell

On Wednesday, December 5, 2018 4:11 PM, "bbglawjeff@frontiernet.net" <bbglawjeff@frontiernet.net> wrote:

Thanks Suzanne. I will be filing my Answer tomorrow morning. Needless to say, I disagree with your legal arguments and don't think you will prevail in this lawsuit. I understand that you think otherwise. Apparently you feel strongly enough to submit yourself to protracted and expensive litigation instead of trying to settle this case. I am sure that you understand that your ability to dispose of any of the properties will be limited until the litigation is resolved. I provided our proposal to you and if you have a counter, please provide it to me so that my client can consider it. Horizon is not going to walk away with nothing or submit another proposal when you have not made any counter. Mr. Dowdy is indebted to Horizon for a substantial loan in which you at least received an indirect benefit.

As litigants in a case, we both have obligations under the Rules of Civil Procedure. One of them is to disclose all relevant evidence to the opposing party voluntarily as part of the disclosure process under Rule 26.1, Arizona Rules of Civil Procedure. Because you have alleged that your course of conduct and agreements with Mr. Dowdy are controlling and supersede the interests of any other parties, all of those agreements and all financial information supporting your allegations, such as bank account records, tax returns, receipts, property records and other financial records are relevant and must be disclosed to Horizon. The parties are required to exchange Disclosure Statements in 30 days after I file the Answer to your Counterclaim and we will be looking for that information as a part of your disclosure.

Also, we are required to confer regarding the terms of a Scheduling Order within thirty days after all of the parties answer and I will prepare a draft for you and Mr. Dowdy to review after Mr. Schneider has filed his Answer to your Cross claim.

Again, I urge you to submit a reasonable counteroffer that you think may have some chance of being considered.

Thanks for keeping the lines of communication open with these settlement negotiations.

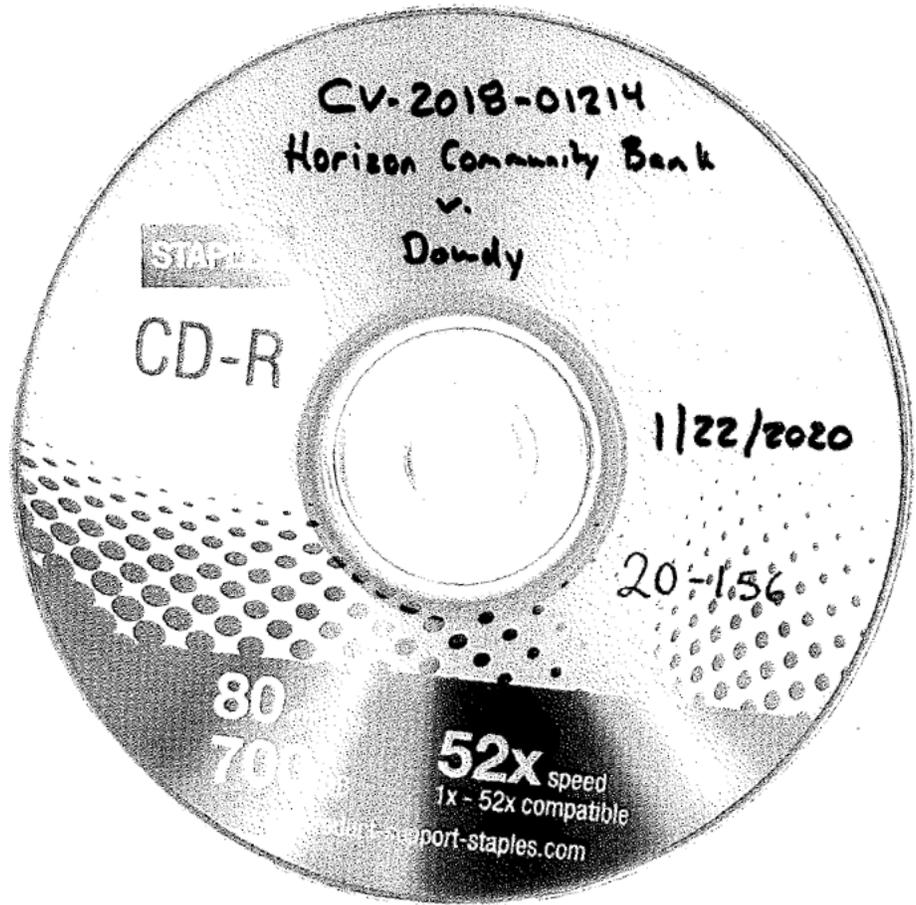
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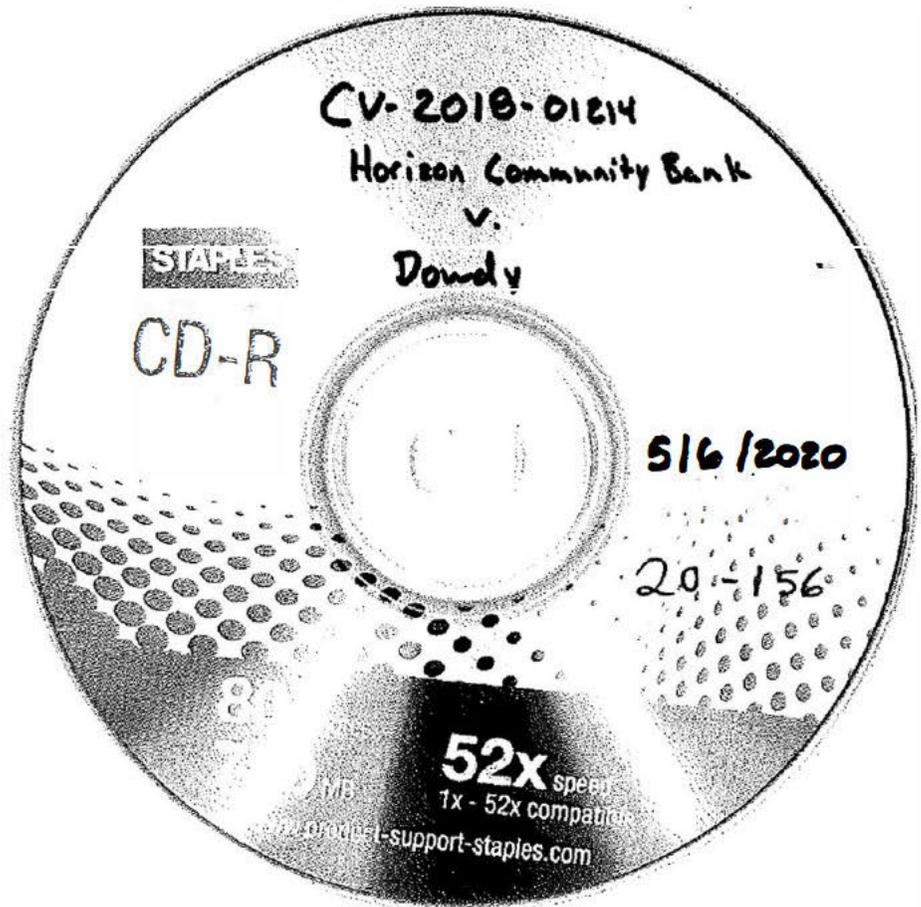
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Comp Attach 1 -
2020-156
MAY 26 2020

1/22/20 Hrng



Comp Attach 2 - 5/6/20 Hrng
2020-156
MAY 26 2020



Resp (Santzen)

2020 - 156

SEP 11 2020

September 11, 2020

To Members of the Judicial Commission

This is a response to the Notice of Complaint filed against me by Robert G. Dowdy (hereinafter "Mr. Dowdy") concerning my conduct in CV-2018-01214, in which he alleges a delayed ruling on summary judgment motions and that I engaged in improper demeanor towards him on January 22, 2020 and May 6, 2020.

Violation of time limit

I did take the competing motions for summary judgment under advisement after oral argument on January 22, 2020, did set a self-imposed deadline for thirty days, and then was not able to get the ruling out until April 10, 2020 (79 days after taking the matter under advisement). The sixty-day time limit would have been March 22, 2020 so the ruling was beyond the time limit.

I have a system in place to catch these things. My JA had sent me a reminder to get a ruling out but I just could not get myself to dive into this complicated case and to make the ruling in a timely manner. I have a ton of thoughts about why, but I am not sure it would do any good. I knew how I wanted to rule but I wanted to write it out in detail and I never did. I don't want to make excuses.

Maybe I need to seek counseling about how to handle difficult parties in a case. I don't think this violation is exactly like the Montoya case that I was previously censured for as in that case I let the pleadings pile up and did not address them for a much longer time than the 19 days in this matter. However, the similarity to the Montoya case is the frustration that I have felt from the beginning of this case with Mr. Dowdy's approach to the proceedings. He has told me multiple times of having some sort of medical issue that prevents him from presenting his case properly. However, he has written lengthy pleadings and he has argued those pleadings in detail in my court on numerous occasions. His arguments have contained specific statutes and case law from both Arizona and California. He has argued his positions well.

He has not reacted well when he has not agreed with my rulings. In fact, on May 8, 2019 when I denied a previous motion for partial summary judgment filed by him he started walking out of the court in frustration. (he would say because of his medical issues). I had to tell him to stay because the hearing was not over. He took it upon himself not to show up for a hearing on September 18, 2019. When I addressed his non-appearance at the hearing he took offense to that and filed a pleading explaining his logic. I did not sanction him for not showing up.

Despite my frustrations with him I have not ruled against him because of them. It is the type of frustration that leads me to not want to pick up the file and delve in. I have many thoughts, but no excuses.

Improper demeanor

I completely disagree with Mr. Dowdy's allegations of poor demeanor and any bias shown by me against him. I have listened to the recordings and I have reviewed this entire file. The delayed rulings above were rulings against and for both sides. I denied all parties' motions for summary judgment and found that Mr. Dowdy should be able to make his arguments about no fraudulent transfer to a jury.

January 22, 2020

Having listened to the hearing again, the only complaint by Dowdy that I can find has to do with the date of the ruling and I have admitted above I did in fact set a 30-day deadline and I did miss it as well as the 60-day deadline. That was certainly my intent. I allowed the parties to speak twice. At the end of the hearing, Mr. Dowdy thanked me for allowing him to use so much time.

May 6, 2020

I have listened to the recording of this brief status hearing multiple times. Mr. Dowdy accuses me of improper demeanor in this hearing, but I do not agree. Because of the Covid-19 situation Mr. Dowdy did appear by phone on this day. I allowed him to address issues. He started off his discussion accusing opposing counsel of going into issues not to be addressed at a status hearing regarding scheduling. I did cut Mr. Dowdy off at one point when he began doing the same thing, (i.e. re-arguing his legal position in the case), but I did ask him a question on the scheduling issue and did allow him to speak again on that issue after hearing from Ms. Campbell. You could tell Mr. Dowdy was annoyed by my having him focus on the scheduling issue.

At the end of the hearing when I asked all the parties if there was anything else, as I routinely do, Mr. Dowdy did say something strident like "Absolutely! But I will refrain." I took that to mean that he had lots to say. He had earlier in the hearing implied that he believed Plaintiff's counsel was getting away with things. I did admonish him that those type of comments ("Absolutely! But I will refrain.") are not helpful, but I also gave him another chance to speak and tell me what he wanted to tell me. He said again softer, "Lots, but I will refrain." I took that to mean he still had lots to say but was choosing not to say anything else.

It was not improper conduct by the court to try to focus the comments on the scheduling issue. It was not improper for me to tell him his strident comment was not helpful. I gave Mr. Dowdy multiple opportunities to speak on the issues of the hearing. I even gave him an opportunity to speak on his frustrations at the end.

Closing

In conclusion, I did violate the 60-day time limit by 19 days. I did sign the affidavit at the end of March saying that I did not have anything pending more than 60 days.

The Commission has the recordings of the hearings and can judge for themselves. I don't believe I have shown any bias for or against Mr. Dowdy or any party in this case based on my demeanor and based on my rulings.

I know I have a history with this commission. If you have any further questions of me or if I can expand on some things going on in my life in the past year that may or may not explain some of my frustrations please contact me at _____ or at my email _____

Sincerely,

Lee F. Jantzen
Division IV
Mohave County Superior Court