

State of Arizona  
COMMISSION ON JUDICIAL CONDUCT

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Disposition of Complaint 21-336

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Judge:

Complainant:

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**ORDER**

March 30, 2022

The Complainant alleged that a superior court judge incorrectly denied his request for a continuance, and would not appoint counsel to represent him.

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 members Christopher W. Ames and Louis Frank Dominguez did not participate in the consideration of this matter.

Copies of this order were distributed to all appropriate persons on March 30, 2022.

## SUMMARY OF JUDICIAL COMPLAINT

DEFENDANT MOVED TO REPRESENT HIMSELF ON THE DAY OF TRIAL BEFORE VOIR DIRE OR THE JURY WAS EMPANELED. THE TRIAL COURT GRANTED SELF-REPRESENTATION, AND THE FORMER COUNSEL AND DEFENDANT REQUESTED FOR A CONTINUANCE TO PREPARE FOR TRIAL.

THE COURT DENIED THE DEFENDANT TO PREPARE HIS DEFENSE TO PREPARE FOR TRIAL. THUS, THE COURT VIOLATED THE DEFENDANTS 6TH AMENDMENT OF THE U.S. CONSTITUTION RIGHT TO SELF-REPRESENTATION.

### VIOLATIONS: PRINCIPLES OF PROMISSORY ESTOPPEL - ASSUMPSIT

FURTHERMORE, THE DEFENDANT ASKED THE COURT BEFORE THE SIGNING OF THE WAIVER FORM; (COULD THIS FORM BE RESCINDED, AND IF IT WAS LIKE A CONTRACT? THE COURT; JUDGE ON THE RECORD ASSURED THE DEFENDANT AS THE CONTRACT READ'S "YOU CAN WITHDRAW AT ANY TIME", AND COUNSEL WOULD BE APPOINTED. AND THE COURT SIGNED THE AGREEMENT ON THE PRETENSE PROMISED. THE NEXT DAY AFTER THE TRIAL BEGAN REQUESTED TO WITHDRAW AND THE COURT REFUSED BREACHING THE AGREEMENT. IN THE TRIAL DAYS THAT FOLLOWED THE COURT WAS ASKED BY THE DEFENDANT TO WITHDRAW AND IGNORED THE REQUEST. AFTER THE DEFENDANT REPEATEDLY REQUESTED TO REUSE HIMSELF THE COURT ATTEMPTED TO APPOINT ADVISORY COUNSEL COUNSEL REFUSED AND THE COURT COERCED THE DEFENDANT TO CONTINUE REPRESENTING HIMSELF. THUS, THE COURT BREACHED AND IMPAIRED THE OBLIGATION TO THE CONTRACT. U.S. CONSTITUTIONS CONTRACT (HOUSE ART I, §10.

TO: COMMISSION ON JUDICIAL CONDUCT

1501 W. WASHINGTON STREET. SUITE # 229

PHOENIX, ARIZONA. 85007

FROM:

COMPLAINT: DENIAL TO PREPARE PRO SE TRIAL DEFENSE -- BREACH OF CONTRACT

DEFENDANT RESPECTFULLY IS REPORTING COUNTY: COURT JUDGE  
FOR DENYING DEFENDANTS 6TH AMENDMENTS RIGHT TO SELF-  
REPRESENTATION BY REFUSING THE DEFENDANT A CONTINUANCE TO PREPARE HIS  
TRIAL(S) DEFENSE BEFORE THE JURY WAS EMPOWERED, AND ACCEPTING THE  
DEFENDANTS WAIVER OF RIGHT TO COUNSEL ON THE DAY OF TRIAL. ( RT. P. 35 ATTACHED IN EXHIBITS). DEFENSE COUNSEL ALSO  
REQUESTED FOR A CONTINUANCE TO BE ALLOWED FOR DEFENDANT TO PREPARE HIS  
DEFENSE AND THE COURT DENIED THE CONTINUANCE EVEN AFTER DEFENDANT  
ACKNOWLEDGES A NEED TO MAKE A COMPLETE DEFENSE. THE COURT VIOLATED  
DEFENDANT 6TH AMEND. RIGHT TO MEANINGFUL SELF-REPRESENTATION. (RT 3:27.2018  
P. 22-23). (SEE LAW SUPPORTS THIS CLAIM'S

STATING A DEFENDANT NOT SIMPLY HAS THE RIGHT TO REPRESENT HIMSELF,  
BUT RATHER HAS THE RIGHT TO REPRESENT HIMSELF MEANINGFULLY. THE  
COURT ABUSED ITS DISCRETION WHEN IT DENIED DEFENDANT TO PREPARE A DEFENSE  
11.

MEANINGFUL RIGHTS TO REPRESENTATION REQUIRES TIME TO PREPARE.  
[IS] FUNDAMENTAL TO A MEANINGFUL RIGHT TO REPRESENTATION);  
SEE ALSO

IT IS VAIN TO GIVE THE ACCUSED A DAY IN COURT WITH  
NO OPPORTUNITY TO PREPARE FOR IT.

FARIAS (CITING ALSO);

(HOLDING THAT WHERE A DEFENDANT HAD ~~UNEQUIVOCALLY~~  
CALLY INVOKED HIS RIGHT TO PROCEED PRO SE THE DAY BEFORE TRIAL,  
THE DISTRICT COURT'S DENIAL OF HIS REQUEST FOR A CONTINUANCE  
CONSTITUTED "ABUSE OF DISCRETION" AND "EFFECTIVELY RENDERED HIS  
RIGHT TO SELF-REPRESENTATION MEANINGLESS.

THE COURT DENIED ME OPPORTUNITY TO PREPARE FOR TRIAL, AND  
ACCORDINGLY DENIED MY RIGHT TO MEANINGFUL SELF REPRESENTATION  
CLEARLY. THIS, VIOLATING MY 6TH AMENDMENT RIGHT TO SELF-REPRESENTATION.

FURTHERMORE, BEFORE I SIGNED THE WAIVER OF MY RIGHTS TO  
PRO-SE SELF-REPRESENTATION I ASKED JUDGE  
"IS THIS LIKE A CONTRACT?" (CAN IT BE RESILENDED?)

THE COURT PROMISED ME THAT I COULD WITHDRAW AT "ANY TIME"  
AND THEY'D APPOINT ADVISORY COUNSEL TO TAKE OVER.

1). THE COURT PROMISED, AND AGREED I COULD WITHDRAW  
AT "ANY TIME" IF I WANTED TO BE REPRESENTED BY COUNSEL AND  
TO JUST LET THE COURT KNOW. HOWEVER, THE COURT REFUSED  
IT'S ORAL AND SIGNED CONTRACT AGREEMENT AND VIOLATED  
THE ARIZONA STATE RULES OF COURT RULES OF CRIM.  
PROCEDURE RULE 6.1 (E), AND U.S. CONSTITUTION (CONTRACT CLAUSE  
2).

IN THIS CASE THE DEFENDANT FILED A PETITION PRO SE BRINGING THE BREACH OF CONTRACT TO THE COURT JUDGE ATTENTION OF HIS BINDING CONTRACT OBLIGATION AND THE JUDGE USED AN ERRONEOUS APPLICATION OF LAW AND DENIED THE DEFENDANT'S PETITION. THUS, THE COURT ITSELF IGNORES HIS SIGNED AND ORAL PROMISE ON THE COURT'S RECORDS AND HIS VERY OWN SIGNATURE ON THE CONTRACT THAT CORROBORATES THE CONTRACT'S AGREEMENT AND ARIZONA RULES OF COURT RULES OF CRIMINAL RULES OF PROCEDURE RULE 6.1 (E), THE UNITED STATES CONSTITUTION ART. I, § 10, AND A.R.S. CONST. ART. II, § 25. (RT MOTION TO RECONSIDER HEREIN). ATTACHED.

THE COURT'S ABUSE OF DISCRETION AND ERRONEOUS APPLICATION OF THE U.S. CONSTITUTIONAL CONTRACT LAW, AND THE COURT'S DISOBEYING THE ARIZONA STATE CONSTITUTION'S CONTRACT LAWS ARE A VIOLATION OF THE COURT'S JUDICIAL CANONS CODE OF ETHICAL DUTY/SCOPE. THE RULE 81 ARIZONA CODE OF JUDICIAL CONDUCT:

THE RULES IN THE CODE ARE RULES OF REASON THAT SHOULD BE APPLIED CONSISTENT WITH CONSTITUTIONAL REQUIREMENTS, STATUTE, OTHER COURT RULES AND DECISIONAL LAW... THE BARR LETTER OF THE RULES IS BINDING AND ENFORCEABLE.

THE DEFENDANT UNEQUIVOCALLY REQUESTED TO WITHDRAW  
NUMEROUS TIMES. (SEE EXHIBITS PAGES ATTACHED). THE COURT REFUSED,  
WHEREFORE, THE COURT BREACHED THE PROMISED CONTRACT BINDING  
AGREEMENT, AND IGNORED ARIZONA RULES OF COURT RULES OF (CRIMINAL  
PROCEDURE Rule 6.1 (E) WITHDRAWAL OF WAIVER. WHICH STATES: A DEFEN-  
DANT MAY WITHDRAWAL OF THE RIGHT TO (COUNSEL AT ANY TIME, (COUPLED  
WITH VIOLATION THE AFORESAID (CONSTITUTION (CONTRACT LAWS, OF THE  
UNITED STATE (CONSTITUTION AND ARIZONA STATES (CONSTITUTION.

THE BINDING (COMMITMENT WAS BREACHED BY THE (COURT. THE JUDGE  
SIGNED THE AGREEMENT (SEE ATTACHED EXHIBIT NO. 1). PRINCIPLES OF  
FUNDAMENTAL FAIRNESS UNDER THE DUE PROCESS (CLAUSE OF THE  
FIFTH AND FOURTEETH AMENDMENTS OF THE (CONSTITUTION (CONTRACT  
LAWS EQUAL RIGHTS, AND ARTICLE I § 10 OF THE (CONSTITUTION APPLY.

THERE IS MORE AT RISK OVER A JUDGES ABUSE OF NOT FOLLOWING THE  
PREAMBLE OF JUDICIAL (CONDUCT A (LIBERTY OF THIS DEFENDANT. AT  
STAKE IS THE HONOR OF THE ARIZONA STATE GOVERNMENT, PUBLIC  
CONFIDENCE IN (CONTRACTS, FAIR ADMINISTRATION OF JUSTICE, AND THE  
EFFICIENT ADMINISTRATION IN A FEDERAL AND (COURT SCHEME

OF GOVERNMENT. FUNDAMENTAL FAIRNESS AND PRINCIPLES OF DUE PRO-  
CESS REQUIRE THE (CONCLUSION THAT (COURT  
JUDGE (COMMITMENT IS BINDING. PRINCIPLES OF

PROMISSORY ESTOPPEL BIND THE (COURT TO ITS PROMISE IT MADE  
ORALLY, WRITTEN, AND BY LAWS OF BOTH FEDERAL AND STATE  
(CONSTITUTION. (CONTRACT LAW PRINCIPLES APPLY IN THIS CASE, AND  
THE DEFENDANT IS DUE THE BENEFIT OF THE (COURTS PROMISES,  
OR ITS AN ABUSE OF (DISCRETION AND VIOLATES THE ARIZONA RULES  
OF (COURTS JUDICIAL (CONDUCT ETHICS RULE 81.

**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.**