State of Arizona

COMMISSION ON JUDICIAL CONDUCT

	Disposition of Complaint 21-403
Judge:	
Complainant:	

ORDER

May 25, 2022

The Complainant alleged a justice of the peace failed to recognize fraud perpetrated by the defendants in a civil case.

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 Christopher W. Ames did not participate in the consideration of this matter.

Copies of this order were distributed to all appropriate persons on May 25, 2022.

CONFIDENTIAL

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

FOR	OFFICE	USE	ONLY	

21-403

COMPLAINT AGAINST A JUDGE

Name:	Judge's Nam	ie:
words what you believe the names, dates, times, and place	judge did that constitutes judicial mes that will help the commission unders (not originals) of relevant court docume	file a complaint. Describe in your own isconduct. Be specific and list all of the stand your concerns. Additional pages may ents. Please complete one side of the paper
after a motion to appeal was submitted by myself that the . The evidence to look at the evidence supp	is filed on and the appeal was re was Fraud and Misrepresentation of is clear that there was fraud submitted slied. Even after another two attempts and even then the judical submitted and even then the judical submitted and even the submitted submitted and even the submitted	on the part of the defendants the d to the court but yet the judge refuses
Some of the fraud that was pexpenses they occured. One to the court was for Andreceipt was dated was put in place. This reciep suppled the name of the plu I questioned this receipt duri looked at the house. Nor did	presented to the court was the e of these items was for storage costs other expense they claimed I owed the I. I never even looked at the house unt was one of the downfalls of the house ing the contract time frame due to the different the defendants even supply any of the items of fruad was put right in front	of yet the reciept they submitted em for was for plumbing costs. This when a contract to purchase se sale not going through. They never e, and the licesnse of the plumber since date of the receipt was before I even his information during the initial court
These items are apart of the myself, by my attorned decisions affect people's life	records already in the court filed on	vidence I have mentioned above. These by the defendants for this fraudulent

2	(COPY				
3					
4	1				
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9	<u> </u>) Case No.			
10	Plaintiff,				
11	7	RESPONSE TO A SMALL CLAIMS COMPLAINT			
12	vs.	17B A.R.S. Justice Court Civ.Proc.Rules, Rule 116			
		i,			
14] '	COUNTERCLAIM AGAINST PLAINTIFF			
15	Defendant(s).	17B A.R.S. Justice Court Civ. Proc. Rules, Rule 117			
]				
16		[Hon.]			
17		•			
18		si .			
19	COMES NOW, Respondents,				
20	(hereinafter "Respondents", ",				
21	enter their Response to a Small Claims Complaint and Counterclaim				
22	And the state of t				
23	against the Plaintiff. Defendant	s hereby allege as follows:			
24	· <u>PI</u>	ARTIES			
25	1. Defendants/	, who			
26	reside at				
27	County, in the state of Arizona, Responding to this claim.				
28	4				
11					

2. Plaintiff (hereinafter "Plaintiff") is believed to reside in the ____ County, state of Arizona.

JURISDICTION AND VENUE

- 3. The Court precinct in County,
 Arizona has jurisdiction over this matter because the debt or
 obligation that gives rise to this action occurred within this
 court's precinct, at the following location:
 - 4. Venue is proper pursuant to A.R.S. \$12-401(1).
- 5. The Court has jurisdiction over this matter pursuant to the Arizona State Constitution and A.R.S. \$12-123.

RESPONSE TO PLAINTIFF'S COMPLAINT and COUNTERCLAIM

- 6. Plaintiff claims on her Complaint that Defendants breached their contract by removing "built-in property."
- 7. The Defendants are identifying the "built-in property" as a pergola situated in the back patio of the Property. Plaintiff demanded the removal of the pergola. Furthermore, on page 8 of the contract, paragraph 8a. 344, under additional terms and conditions, states as follows:

"Seller to remove all decorative items from backyard and garage and return them to their original state."

Therefore, Defendants removed the decorative items that Plaintiff claims is supposedly a "built-in property".

see (Exhibit A)

8. In addition, per Plaintiff's request, Defendants removed the pergola in the back yard. Furthermore, Defendants incurred an added expense per Plaintiff's request in the amount of .

See (Exhibit B)

9. Plaintiff continued with her demands, she requested that a faucet from the kitchen be fixed because it appeared to be leaking. In addition, the Plaintiff demanded a receipt of the bill to verify that the faucet had been fix. The Defendants for good measure hired a plumber and it was fixed. Soon after, the Defendants showed proof of said receipt to the Plaintiff. Plaintiff was not satisfied and even had the audacity to question Defendants integrity by stating that the receipt was fake. Nevertheless, it was another expense that the Defendants incurred in the amount of

. See (Exhibit C)

10. Defendants also had the following expenses because of the contract, including the expenses stated above. Defendants acted in good faith to sell their home to Plaintiff. Plaintiff kept making demand after demand and was leading the Defendants when actually she had no intentions of purchasing the Property. These are Defendants following expenses:

Entity

Amount

Therefore, Defendants are Responding and Countersuing the Plaintiff for the additional costs and fees they incurred.

See (Exhibit D)

12. Lastly, on , when the contract was cancelled Plaintiff was awarded a check in the amount of dollars from the earnest money. See (Exhibit E)

COUNT I

BREACH OF CONTRACT

- 13. Defendants hereby incorporates, reasserts and realleges each and every allegation set forth herein.
- 14. Defendants and Plaintiff entered into a contract with the understanding that Defendants would remove decorative items from the back yard.
- 15. The Plaintiff has a duty under the contract to pay the amount of for Defendants unnecessary added expenses.
- 16. Plaintiff breached the contract by not following through on her end.
- 17. As a result of Plaintiff's breach, Defendant has been damaged, and continued to be damage in an amount equal to the outstanding amount of , plus all other costs incurred due to the Defendants breach.

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.