

State of Arizona  
COMMISSION ON JUDICIAL CONDUCT

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Disposition of Complaint 22-065

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Judge:

Complainant:

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**ORDER**

February 8, 2023

The Complainant alleged a superior court judge improperly provided a legal opinion in a civil dispute.

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 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).

Copies of this order were distributed to all appropriate persons on February 8, 2023.

**CONFIDENTIAL**

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

**FOR OFFICE USE ONLY****2022-065****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.

My name is \_\_\_\_\_ and I am in the business of \_\_\_\_\_ under my business name, \_\_\_\_\_  
In early \_\_\_\_\_ I was approached by \_\_\_\_\_ aka \_\_\_\_\_  
who retained me to find and \_\_\_\_\_ for her.

Please note, at the outset, that the specific merits of my subsequent contractual dispute with \_\_\_\_\_ is not the crux of the issue in this complaint. However, the contractual dispute is relevant only because the dispute is the background upon which I believe Judge \_\_\_\_\_ and Judge \_\_\_\_\_ have abused their authority and engaged in ethically prohibited extrajudicial conduct.

In that regard, I have attached two letters which I believe frame the relevant ethical issue in this complaint.

Exhibit #1 is a letter dated \_\_\_\_\_ from attorney \_\_\_\_\_ in which he references and introduces Judge \_\_\_\_\_ and Judge \_\_\_\_\_ as principals in this case. Exhibit #2 is my reply to Attorney \_\_\_\_\_ letter and the unlawful taking that was initiated by law enforcement in reliance upon Attorney \_\_\_\_\_ letter referencing the authority of Judge \_\_\_\_\_ and Judge \_\_\_\_\_

The following is a summary of the sequence of events which form the specific basis for this complaint against Judge \_\_\_\_\_ and Judge \_\_\_\_\_

As noted above, a dispute ultimately arose regarding my services and \_\_\_\_\_ expectations. Then on \_\_\_\_\_ without prior notice, \_\_\_\_\_ called me by telephone to advise she was terminating our agreement and she would be personally coming to my residence, accompanied by law enforcement, to take custody of \_\_\_\_\_ which I had purchased as part of our agreement. \_\_\_\_\_ also demanded that I turn over any training materials or tools which I purchased for \_\_\_\_\_

In this same telephonic communication, \_\_\_\_\_ told me that her father ( \_\_\_\_\_ ) and sister ( \_\_\_\_\_ ) were \_\_\_\_\_ judges and would make my life miserable and put my company out of business if I did not comply with her demands. \_\_\_\_\_ in no uncertain terms, said that her father and sister would bankrupt me if I pursued legal action to enforce our contract or if I did not comply with her demands. \_\_\_\_\_ also advised she was not going to pay for any of my services performed to date.

It suffices to say that \_\_\_\_\_ telephone call caught me by surprise and the threatened intervention by the two \_\_\_\_\_ court judges, ostensibly related to her, left me gasping for air. It should also be noted that this telephone call was the first time I was made aware that the two \_\_\_\_\_ court judges - directly or indirectly - were participating in this case. Under these circumstances, I was not sure of my options and I wanted to take some time to assess what I could do in response.

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Then on \_\_\_\_\_ three days later, \_\_\_\_\_ and a sheriff's deputy came to my residence as promised. The deputy presented me with the letter authored by Attorney \_\_\_\_\_ A copy of that letter is attached to this complaint as Exhibit #1.

The deputy allowed me to review the letter, then acting under the implied authority in that letter, the deputy ordered me to comply with \_\_\_\_\_ demands and hand over \_\_\_\_\_ and the other items \_\_\_\_\_ was demanding.

It goes without saying that I felt threatened and intimidated by the presence of the sheriff's deputy and the deputy's demand that I comply with \_\_\_\_\_ letter, and by implication, with \_\_\_\_\_ and her father and sister's demands. The specific portion of the \_\_\_\_\_ letter that engendered my compliance are these two closing paragraphs at the end of page two:

"

"

"

From a simple reading of the foregoing two paragraphs, you can see the reason I am filing this complaint is because I believe that Judge \_\_\_\_\_ and Judge \_\_\_\_\_ may have abused their authority by inserting themselves, extrajudicially, into this dispute. And the basis for my belief is the \_\_\_\_\_ etter which basically affirmed the threats that \_\_\_\_\_ made in her telephone call to me three days before she showed up at my residence, with a sheriff's deputy, to enforce her demands.

And to be candid, I am absolutely concerned that if I seek to exercise my rights in this breach of contract matter \_\_\_\_\_ and her father ( \_\_\_\_\_ ) and sister ( \_\_\_\_\_ ) will make my life miserable and put my company out of business by bankrupting me -- just as \_\_\_\_\_ threatened. And there is certainly nothing in Attorney \_\_\_\_\_ letter (see the last paragraph) that steps back from threat and the Judge's unilateral and unannounced intervention.

Finally, I have attached as Exhibit #3, my company invoice in this matter to illustrate the amount in controversy and the amount that \_\_\_\_\_ is trying to avoid by using her family as a threat.

U.S. MAIL & VIA EMAIL

Re: My Client:  
Owner of

Dear

On you and my client flew to where you were met by  
to pick up the above-referenced ostensibly so that you could  
My Client paid for the air fare.

Thereafter, you took possession of in the evening, after the  
family and other During the entire course of dealing with you, no contract  
was ever signed relative to you neither by my client, nor by any other  
organization. In fact, an organization called the was in the process of  
negotiating with you to enter into a contract for you to was to be  
as a Further, no contract was ever concluded.

You had previously advised my client that you would not have the while in  
your case, contrary to my client's wishes, even though you are aware that this may likely be  
exposed to This should have been each of  
and which has not occurred.

In addition, on your website my client took a screen shot of a very with a  
which my client understands is not advisable for any

On my client advised you by text message that she did not wish to work  
with you further and wanted her returned to her. You then quoted an amount due of \$  
or relinquishing ownership of the to you. My client offered \$ which, by her  
calculations, was the amount due to you. However, in looking at your website, you quote  
fees from \$ to \$ per day. In that light, my client is willing to pay you the top rate of

Exhibit No. 1

Page 12

\$ per day, for a total of \$ for days. Payment will be made by cashier's check, and my client would like to pick up her

Please understand that my client was referred to me by her father, the a retired judge, the Hon judge, and her sister, who is currently serving as a judge. I only mention this because both have reviewed the situation and agree that you are in the wrong in this matter.

I thank you in advance for anticipate prompt cooperation. You may have contact with my client directly to arrange for the pickup of However, please understand that it is up to you at this point whether this matter ends here, and as amicably as it can, or whether it goes further, which could subject you to court costs and attorney's fees.

Very truly yours,

cc: Client

Re: Your Client

Delivered by Email and US Mail

CC: The Honorable [redacted] Court  
[redacted] c/o

Dear [redacted]

On [redacted] at your guidance, your client came to my residence and took possession of [redacted] that I am also the [redacted] owner of. This is done at purchase to protect [redacted] such as myself from nefarious actions by clients such as yours. [redacted] agreed to this both by Zoom and in conversations with the family. What she has done now is considered theft of services

Unfortunately, much like [redacted] did with myself, she's led you to believe quite a few lies. I see your calculation for the amount owed, and luckily for my industry and yours, our prices aren't determined by people in other professions. I'm sure you'd appreciate me telling you how much a client owes you almost as much as I appreciate receiving the same from you. Prior to your creating the letter I received, your client had reviewed my invoice for services, whether or not that was shared with you is not apparent in your communications.

I am providing the actual information in full as it relates to our communications. Although her contract was not signed, we had a verbal agreement and I have the text and voicemail communications from your client to back up our agreement. She received my contract one week prior to picking up [redacted] and did not dispute or comment in regards to the terms of the agreement.

[redacted] first hired my services on [redacted] to a very named [redacted] I met [redacted] at a [redacted] and I had other [redacted] that I'd previously taught them in order to evaluate [redacted] Upon working with [redacted] and after a pretty [redacted] on my person from [redacted] clearly had no control of [redacted] I continued to work with [redacted] at until [redacted] etc. This Evaluation of [redacted] lasted [redacted] minutes whereas I told [redacted] he was not [redacted], nor would I [redacted] At this time [redacted] asked me to find a suitable

Exhibit No. 2

**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.**