

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 22-080

Judge:

Complainant:

ORDER

April 20, 2023

The Complainant alleged improper rulings and denial of due process by a justice of the peace hearing 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 members Denise K. Aguilar and Michael J. Brown did not participate in the consideration of this matter.

Copies of this order were distributed to all appropriate persons on April 20, 2023.

CONFIDENTIAL

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

FOR OFFICE USE ONLY

22-080

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.

See pages 3 - 6

I believe there is a significant legal mistake in the Judge Decision.

I believe the judge did not consider or properly examine certain evidence or correctly apply the law:

- 1.) Court Order says: "-----" ----- They may sure buy a new turf, however, the problem is they DID NOT INSTALL NEW TURF PROPERLY on my backyard or/ and made errors in turf cut. If installed turf was new and installed in accordance with installation standards, there should be only 1 or max 2 solid rolls, not 4 pieces of mix match turf (including 1 piece -2 inch wide!). I have provided estimates from 2 independent licensed contractors: "-----" and "-----" provided a bid showing installation of "full roll no cuts **one** solid piece of turf" on my back yard. "-----" showed on estimate that **if they purchase a turf with the SAME dimensions as "-----" purchased**, "turf to be laid out using **two** 15X17 pieces of turf with 1 single seam". This is installation in accordance with basic installation standards. This is simple and clear mathematics. "-----" installed 4 piece turf, which proves either they utilized leftover turf from other projects (to financially benefit by saving), or made cut errors. From (owner of "-----") Affidavit: "-----"

Court Order says: "-----" ----- **Again**, the turf initially purchased by "-----" could be new- from the Invoice, **HOWEVER THE TURF ACTUALLY INSTALLED ON MY BACKYARD IS NOT NEW OR / AND INSTALLED IMPROPERLY.** I have provided sworn allegations by filing my own Affidavit, my son's Affidavit; and ("-----" owner) Affidavit. I have provided 2 examples of professional turf installation, in accordance with installation standards: "-----"; Bid to redo the project, and "-----" Estimate to redo the project. However the Judge disregarded my Affidavit, my son's Affidavit, independent contractor Affidavit, and 2 examples/ estimates of PROPER turf installation.

- 2.) From the Court Order: "-----" ----- From

("-----" owner) Affidavit: "-----"

From (owner of "-----") Invoice: "-----"

"-----" ----- **It's a common sense**, that if Defendant followed industry standards, then he would shut valves carrying water under the turf. It is a common sense that turf

can not be thrown on active irrigation system without any extra work associated with disabling water to run UNDER THE TURF

From the Court Order: "..."

The Defendant did not include several contract agreements which were done verbally in the contract. This is the way contractors get away from justice by not performing work properly. To be exact, the following tasks were not written in contract but discussed: contract terms (2 weeks), warranty period (1 year), exact dimensions of the installed turf, and "taking care of irrigation system" under the turf patch. Because verbal agreement has the same force as written, I came to the Court with the proof and was seeking for fair justice. In my Affidavit and my son's Affidavit, we testified that all these moments were discussed at the time of signing the contract.

From the Court Order: "..."

"- On page 5 "

"I explained that I have irrigation system ALL AROUND my house. I have plants around my house which must be watered when it gets hot during spring and summer season. I explained the same thing during oral arguing. Water MUST be turned back on, no matter by whom and when, in order my plants to be alive. - That explains WHY. From page 3 of my Affidavit I stated that "

"From my son Affidavit":

This answer the question **WHEN**. It is a common sense that active irrigation system must work when I turn it on.

From Court Order: "..."

"... was informed about active irrigation system in place at the time contract was signed.- see my Affidavit (pages 1-2), and my son Affidavit (page 1). Besides, to stay in compliance with installation standards, the professional installer must check the turf patch himself, and after seeing with his own eyes active irrigation system in place, he must include deactivating valves under turf patch in contract language. However, it was never done. Moreover, acknowledged himself in his text message AFTER water breach happened, that " (which was not done during project completion or even after emergency happened). I have provided Invoice showing " deactivated valves under the turf. I have also provided Affidavit, stating that this job was never done by "

3) From the Court Order: "..."

"- Please read "

", where I listed specifically what points of written contract were breached and what points of verbal agreement were breached, with all backup attached.

From the Court Order: "..."

"- Besides Affidavit (which contains lie) , " provided no other evidence. With the help of layer § they overcame the law because verbal agreements were not written in contract.

4) Court Order does not say anything about one year warranty period violation. This is installation standards, which Judge disregarded.

5) Court Order does not say anything about damage to my house caused by contractors while dragging wheel barrow full of dirt thru the 1st floor of my house (when they get access to my house without me being even at home).

6) From the Court Order: "

— This is not a true statement. Prior to signing the contract, " verbally gave a term 2 weeks (see text correspondence between me and contractor Ehx Q, Ehx W), also see my Affidavit and my son's Affidavit. All work was NOT performed by the owner, not before his trip not after his trip. Owners trip to has nothing to do with the project, because the owner never did job himself, his 2 co-workers performed entirely the project. Also, after owner's arrival, the job was postponed for another week. So instead 2 weeks the project last 1 month.

7) Judges are supposed to treat the litigants with respect. During oral argument, opposing council insulted me multiple times by swishing his hand in my direction for example when I mentioned pictures proving damage inside of my house. swished his hand in my direction and said something like "oh Judge its nothing..."?!!! also said to the Judge that he is sure that Judge probably heard "THAT" many times before. It was clear that "THAT" means my case and my manner to participate in oral arguing. I am a foreigner, have an accent, I was grown in Judge did not stop anyhow this offensive behavior of opposing council. Judge did not question the Defendant why he installed 4 piece turf, why 1 piece out of 4 is 2 in wide, why if Contractor said that he inspected irrigation system- valves have never been capped, why if defendant acknowledged in text message that valves must be capped—it was not done during project or after emergency leakage occurs, why the contractor displayed non existing web-site on the Field Estimate (after referencing me to check 1 year warranty period on their web-site), why the Defendant did not follow up on issue within 1 year warranty period given, why job was not performed within 2 weeks period given prior to contract signing, why the Defendant sent his co-workers without scheduling visit with me or even without notifying me about their visits etc.

All the Exhibits provided in " show highly unprofessional and violent behavior of " and the way this scammer runs the business:

-invading to my property without my presence;

-not scheduling visits;

-making arrangements with my son behind my back after I prohibited communicate with my son in regards to project ;

-unsafe tools and equipment were left on my backyard during all the period of installation;

-lying about not working on weekends when on contractors sited they show weekends hours as working hours (I tried to get help on Sat when water breach happened and they denied to come;

-dragging wheel barrow throughout 1st floor of my house when removing old soil (when I was not at home), causing damage inside my house.

Despite all this chaos and violence, the Judge relied on " " Affidavit, the only Defendant's " " and disregards my own Affidavit, pictures of damage inside my house and outside, my son's Affidavit (a boy who can not lie in general, he pursue a career in Naval Academy), Affidavit of certified professional Turf Installer " ", and not taking into consideration estimates completed by 2 other contractors proving that 4-piece turf is a cut errors or desire to save money.

I am asking The Commission on Judicial Conduct:

- 1) To make sure this Complaint will not affect anyhow Judge decision in regards to Attorney Fee reimbursement (filed by), as a punishment to me to file this complaint. Again, I have encountered significant loss to my property already, I am a and I am helping my family ir survive now. I can not "pick up" on my shoulders any more unjustified biased "decisions", and pay \$ for his Attorney Fee. It would be insane. I came for justice. I have a right to present myself because I don't have \$ for Attorney. I have a right as US citizen to be heard, regardless my country of origins. THIS IS NOT FAIR, and I wont be able to pick up any expense on the top what I'm going thru.
- 2) to investigate my case thoroughly , extend the terms of Filing Motion to reconsider, and also change the Judge.
I believe I have missed a deadline to file Motion to reconsider, because at the time I have received the Court Order (), the and I am supporting my family in helping to escape from the country and supporting financially. People die. – I am asking for exception to allow me to file Motion to Reconsider.
- 3) I have filed a complaint to the (Complaint #). The case was opened and currently under investigation. I will be able to provide the Court with more evidence, which I was not able to present before the judge made a decision. I can provide a report from on the top of what has been filed already.

**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.**