

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 23-142

Judge:

Complainant:

ORDER

September 22, 2023

The complainant alleged a justice of the peace pro tem issued biased rulings against him in an eviction matter.

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, Barbara Brown, and Louis Frank Dominguez did not participate in the consideration of this matter.

Copies of this order were distributed to all appropriate persons on September 22, 2023.

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Place;

Court

Eviction

vs

Judge Did in fact as Documented Court Record, which what makes this Judges Case 100% more egregious despite his inappropriate Negligence and attitude threatening this tenant Pro-Se self representing individual after forcing the judge, Not as Answer and Motion Requested which was Denied Without being heard on which addressed the fraud being committed against the court and this tenant, plus the Proper Procedure rule for filing and sending proper notice which was not followed as the opening of court hearing dated which had been as showed in court record that due to the Plaintiffs lawyer who failed to Provide timely Notice which caused the Tenant Appellate Decision which Affirmed lower courts failure to provide a Pro-Ses Due Process of law and equal justice under the law(included) to why Judge of the Court who found as he ruled and failed to reverse his improper decisions upon Requested Motion for Review which he denied I a more expanded ruling which he sites all the improper decisions of the lower court that this complainant is addressing and asking this honorable body to take action for as I fight back through Civil means to get the satisfaction and Court ruling I should have be provided by a jury. Most importantly, the Audio records will Prove the truth of my complaint that documents can't. Starting with the FACTS:

1, ON FRAUDULENT CLAIMS were Provided to the Courthouse which claimed by Attorney who's Statement in court testimony admitting to the court he filed the complaint, blaming his client for including him as a person in the complaint, and it was he and husband of the Plaintiff whom he called and is the only plaintiff witness (though Plaintiff And the Owner/Sister With whom I do have a binding lease and BOTH were in every court zoom hearing meeting yet never called ') but he called neither Owner as a witness using only 3rd party Hearsay which the Judge said was what testimony was as the Judge permitted multiple attempts for Attorney awho called to the stand which both knew they were falsly providing the court with false evidence against this tenant they were using to stall Court Fines against them and using it to defraud the tenant of the money I paid forward for on my TRUE LEASE AGGREEMENT WITH and in the Bench hearing Attorney makes clear in the Bench Trial it was himself and who worked together to bring the complaint for Eviction action this complainant.

Again I hesitate to say positivity since the person he claims he filed irreparable Breech of Lease Agreement for did he never Ever call to testify to the Accusations, neither did he submit a Lease Agreement Signed between me and for which the Appellate references in his Affirmation affirming appellants Appeal. That only from both cases was it the Attorney filed with the court and Sent threatening false Irreparable Breech of Lease Claims, Court Documents filing on behalf of as the records showing the court website, but Never, NEVER in any court proceedings, through out court cases

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and does the Attorney who made the claim to represent did he call her to testify at any hearing or bench trial, for the record, NEVER did he, Judge hear testimony from the Owner or see the fraudulent Lease Agreement which the Breech by irreparable means did the attorney present to the court, either in Disclosure or at any time which is the cause of all proceedings NO evidence in disclosure or court hearings did any LEASE AGREEMENT FOR WHICH THE DEFENDANT BRINGING THIS FACTUALITY SUPPORTED STATEMENTS AGAINST JUDGE whos SERIOUS BIAS, and MALICIOUS actions that denied my counter claim concerning my illgal shut off my Water and Power which a fire took place on the property and I was seriously Burnt and disfigured due to not having water to put it out BOARDER ING ON CRIMINAL JUDICIAL MALFEASANCE by who's careless NEGLIGENCE his rulings and failure by the court of APPEALS, WHO USING THE LOWER COURTS BIAS to Affirm a fraudulent baseless claim that at NO TIME is any document introduced or can the Appellate refer to, as no lease agreement which Attorney who filed this accusation and sent through the United States Postal Office a federally Protected Entity making it a. Criminal Act to send fraudulent correspondence to threaten, harass, send fraudulent Arizona Commission on Judicial Conduct



1501 W. Washington Street, Suite 229
Phoenix, Arizona 85007

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.

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the fraudulent Claims which it does. Yet No
 owner or lease is offered and upon
 word, Judge Excludes my lease
 and then uses it as evidence on behalf of the The
 Lawyer and his fraudulent accusation of Breach of Lease which he
 dicects out of context and a clear violation of which my lease demands not be used in
 such a fashion as Judge who knowingly understood the lease he
 excluded was between myself and and he used it to DENY DUE
 PROCESS OF LAW and due to his MALICIOUS Action which the Appellate used his ERROR
 IN LAW WHICH THE APPEALS JUDGE DENIED UTS CONSTITUTIONAL DUTY TO CORRECT
 INJUSTICE THAT'S WAS JUDGE responsibility and the last word to an
 Appellants protection from injustice, now, having been victimized without protection
 of Equal Justice you clearly are the the last hope that can speak for me and hold Judge
 accountable for his action as well as Attorney who
 I ask if you recomrned to The Bar Association for sanction and possible Disbarment for
 the federal Crime of Sending fraudulent threats and seeking financial gain which the
 court ordered me to pay lawyers fees and the Judicial Conduct by providing the
 Appellate court improper Error in law and improper Minute Entry which audio of
 the court makes clear the minute entry is a misrepresentation of the actual facts of
 the hearing.

- Submitted for you to view are documents to judge for your own.
 I await your response and decision.

Respectfully, I leave it to yours

1501 W. Washington Street, Suite 229
 Phoenix, Arizona 85007

COMPLAINT AGAINST A JUDGE

Name:

Judge's Name:

PLAINTIFF(S): VS DEFENDANT(S):	CIVIL MINUTE ENTRY	CASE NO.
	PLAINTIFF'S ATTORNEY:	Defendant's Address:
	DEFENDANT'S ATTORNEY:	

HON.

COURT DATE: _____ TIME: _____ HEARING TYPE: Eviction Action

PLAINTIFF: Present Not Present By Counsel
 DEFENDANT: Present Not Present By Counsel

YOUR NEXT COURT DATE IS: Eviction Action on _____ at _____ lasting 1 minutes.

EMERGENCY COURT DEPUTY

Plaintiff moves to continue and requests leave to serve by alternative means. Plaintiff's motion for alternative service is GRANTED.

Telephone: _____ ZOOM ID: _____

Listen to audio ——— is 3:16 No Motion was filed attempt Default Judgement

DATED: _____ JUSTICE OF THE PEACE HEARING OFFICER PRO TEM

ALL PARTIES IN ANY CIVIL CASE HAVE THE RIGHT TO APPEAL BY FILING A NOTICE OF APPEAL WITH THE TRIAL COURT WITHIN (14) CALENDAR DAYS AFTER THE ENTRY OF THE ORDER, RULING, OR JUDGMENT APPEALED FROM, EXCEPT IN AN EVICTION CASE THE TIME LIMIT SHALL BE (5) CALENDAR DAYS. THERE ARE NO APPEALS FROM A SMALL CLAIMS JUDGMENT. PURSUANT TO RECORDS RETENTION AND DESTRUCTION SCHEDULE, YOUR EXHIBIT(S) WILL BE DESTROYED UPON DISMISSAL, DISPOSITION, OR FINAL APPELLATE RULING WHICHEVER COMES LATER.

Copy/Notification To:	US Mail	Runner Service	Email	Hand Delivered	Telephone / Voice Mail	For Court Use Only DATE: _____ BY: _____
Plaintiff(s)						
Plaintiff(s) Attorney						
Defendant(s)						
Defendant(s) Attorney						
Garnishee						

* Interest rate shall be at the lesser of ten cent per annum or at a rate per annum that is equal to one per cent plus the prime rate as published by the Board of Governors of the Federal Reserve System.

44 owner signature with whom
~~lease~~ No DALY Inspection

found at move-out that were not herein listed on move-in. The Parties agree that if the condition of an item on move-out is worse than the condition noted on move-in, then Tenant will be responsible for paying Landlord for the cost of any increase in disrepair, deterioration, or malfunction beyond normal wear and tear as defined in the Agreement. To prevent confusion at move-out, Landlord recommends that Tenant send Landlord photographic and/or video evidence within five (5) days of move-in of any pre-existing damages at the time of the Agreement and that Tenant also keeps copies of such evidence.

EIA
comes
to TUCSD
from
NM
to get
||

HAZARD DETECTORS. Tenant acknowledges that all smoke detectors, carbon monoxide detectors, and fire extinguishers were tested in Tenant's presence and found to be in working order, and that the testing procedure was explained to Tenant. Tenant agrees to test all detectors at least once a month and to report any problems to Landlord in writing.

TENANT'S COPY. The Parties further agree that a copy of this joint inspection was provided to Tenant.

LANDLORD:

Print: Owner of Property Brother

Sign _____ Date: _____

TENANT(S):

Print:

Sign _____ Date: _____

DALYS claim of lease

MANIPULATES AFTER KNOWING
HIS CLAIMS ARE FALSE

**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.**