

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 24-487

Judge:

Complainant:

ORDER

December 27, 2024

The Complainant alleged a superior court judge in a family court case erred in determining the amount of retirement benefits to be awarded.

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 Colleen E. Concannon did not participate in the consideration of this matter.

Copies of this order were distributed to all appropriate persons on December 27, 2024.

CONFIDENTIAL

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

FOR OFFICE USE ONLY

2024 - 487

COMPLAINT AGAINST A JUDGE

Name:

[Redacted Name]

Judge's Name:

[Redacted Name] then passed on to

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.

Judge [Redacted] received DRO from Respondent's attorney [Redacted] (Arizona State Retirement System Domestic Relations Order) dated [Redacted]

There is a settlement agreement which was signed by Petitioner, Respondent and their attorneys which set out the agreed upon distributions of the ASRS pension. In the signed agreement the ASRS pension amount should be divided 50/50 if any of the amount paid out could possibly be considered community property. Petitioner paid into the account for [Redacted] months, some of which months were purchased prior to the bigamist marriage and afterward an additional [Redacted] months were purchased.

Worst case scenario would be [Redacted] as community property, according to signed settlement agreement, and the settlement agreement which was incorporated into the Annulment Decree the community property should be split 50/50. This splitting was not included in the DRO and the State will not split the community property without a revision of this DRO, they are giving the [Redacted] to the Respondent which is in violation of the settlement agreements.

The DROs, RE: State of Arizona Deferred Compensation Plan and the City of [Redacted] Deferred Compensation Plans did not show how the accounts were to be split, [Redacted] just picked some numbers out of the air and the Judge (could not recognize the name but it could have been [Redacted]) who now has the case just okay the DROs for the City of [Redacted] Judge [Redacted] signed the DRO for the State of Arizona.

The State of Arizona Deferred Compensation Plan would be, worse case scenario, [Redacted] years of contribution. which included [Redacted] months of an illegal marriage the splitting of these accounts would be: [Redacted]. The [Redacted] would be the community portion and that would need to be split on a 50/50 agreement, Respondent would receive [Redacted] of the State plan, the [Redacted] plan would be harder to figure out, if there was any community assets involved. In these accounts only personal money was used, nothing came from a community accounts. If divided then 50/50 may be appropriate.

Once we received a check, or had money deposited directly into a community account then it would be considered a community asset. Since we were never legally married, any money, either of us received would be considered personal until it was intentionally put into a joint account. The joint accounts were split in accordance with the signed agreement.

In Section 10 - Optional Election for Retired Members, it discusses and ex-spouse. Judge [Redacted] had already stated the bigamous was null/void, as it never happened, so there would not be a legal spouse.

Only issue is the proper and legal distribution of the pension and deferred accounts. including Respondent's accounts which [Redacted] did not address It is my opinion that Judge [Redacted] and later Judge [Redacted] did not adhere to the signed settlement agreement or the one incorporated into the Annulment Decree and the DRO's that were submitted to the Plan Administrator which did not show the personal from community property and did not mention the splitting of the community portion.