

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 25-221

Judge:

Complainant:

ORDER

October 2, 2025

The Complainant alleged a justice of the peace made improper rulings 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 allegations of the complaint in this matter solely raised disagreements with legal rulings. The Commission does not have jurisdiction to overturn, amend, or remand a judicial officer's legal rulings. "A good faith error of fact or law does not violate this rule. However, a pattern of legal error or an intentional disregard of the law may constitute misconduct." *See* comment 3 to Rule 2.2 of the Code of Judicial conduct. Any violation of the Code of Judicial Conduct must be proven by clear and convincing evidence.

A mistake in a ruling does not automatically mean that the judicial officer has engaged in judicial misconduct. Judicial officers are required to exercise their discretion in making their decisions. Even if a judicial officer's decision is legally or factually incorrect, the ruling is generally considered to be "legal error" and not "ethical misconduct" that the Commission can address. When a complaint to the Commission solely relates to the correctness of a judicial officer's legal decisions, the Complainant is seeking the Commission to function in the capacity of an appellate court. Correcting legal errors is the role of the appellate courts, not the Commission.

The Commission is a regulatory body with limited jurisdiction. The Commission is not a court, and as such, it does not have any authority to overturn a judicial officer's rulings, intervene in a case, assign a new judge to hear a case, or award any monetary or other relief. The Commission process cannot be a substitute for seeking appellate review.

The Commission reviewed all information submitted by the Complainant 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).

A Duty Panel comprised of Commission members Regina L. Nassen, Scott H. O'Connor, and Christopher P. Staring considered this matter.

Copies of this order were distributed to all appropriate persons on October 2, 2025.

2025-221

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.

I was sued in _____ over a credit card debt. The plaintiff filed the suit in _____, where I do not live, and have never lived. I filed a response form with the court saying that I do not live in _____, and therefore this was the incorrect venue. I also put my correct address on this form, whereas the plaintiff had listed a _____ address for me. The court ignored my objection to the venue and proceeded as usual, and then repeatedly sent mail to this _____ address despite me clearly stating that I do not live there, which meant that I wasn't notified of important information like hearing dates. I missed at least one of the hearings as a result.

The contract that was in dispute had an arbitration clause. I filed a motion to compel arbitration, which should have been granted per the Federal Arbitration Act. I included the relevant passage from the contract, and the relevant section of the FAA. The judge denied my motion without giving a reason. There was no legal basis for this decision; this kind of motion should be granted if there is a valid arbitration clause that has not been waived, which was the case here.

The plaintiff filed a motion for summary judgment which was granted, possibly because I missed a hearing as a result of the court's inattention to my address.

More recently, in _____, I filed a motion to vacate the judgment due to a lack of due process. There is no time limit for this. Because they mistakenly sent mail to the wrong address several times, I was not notified of hearing dates and other important information and could not defend myself. They have a record of where they sent mail and can confirm that this happened. Once again, the judge denied this motion without giving a reason, even though I was in the right. The court then waited until after the 14 day window to appeal this decision had passed before notifying me about the decision, which is another serious problem.

Judges are not above the law. The law was violated here at multiple points, demonstrating a pattern of either bias or error. I find this particularly troubling considering _____ prior reprimand in _____ for verbally abusing court employees, showing a lack of consideration for ethics and conduct.

CONFIDENTIAL

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

FOR OFFICE USE ONLY

COMPLAINT AGAINST A JUDGE

Name:

Judge's Name:

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Factors considered in determining the increased rate or Credit Limit decrease may include your general credit profile, existence, seriousness and timing of the defaults under any agreement that you have with us, and other indications of the Account usage and performance. We will give you notice of any such change in accordance with your communication preferences and in a manner required by Ohio and federal law. We will give you notice of any such change in the manner required by Ohio and federal law. Revised Account terms apply as of the effective date communicated in our notice to you unless the notice provides you with the right to opt out, and you do opt out, before the effective date.

32. Cancellation of Your Account: We may cancel your Account or suspend your ability to obtain Account credit immediately, without notice, if your Account is in Default. Even if you are not in Default, we may cancel your Account by providing notice to you. You may cancel your Account by notifying us by telephone at Cardmember Service, (we accept relay calls: FAX or in writing at Cardmember Service, If you have a secured Account, your termination request must be made in writing and mailed to F or faxed to If this is a joint Account, we will

honor a request by either of you to cancel the Account. After your Account is cancelled, you will not be able to obtain additional Account credit, except that, (a) the Account may continue to receive recurring charges for items and services until you contact and cancel delivery with the company providing the item or service, or (b) under certain circumstances if you use your Account for a transaction, the transaction may be posted to your Account. After your Account is cancelled, all amounts outstanding on your Account will be due and payable without notice or demand from us. You must cut all Cards and Convenience Checks in half and return them to us. If you do not pay the amount you owe under this Agreement, you will be liable for our collection costs including our reasonable attorney fees and expenses of legal actions, to the extent permitted by applicable law.

33. Assignment of Your Account to Another Creditor: We may assign, sell or transfer your Account and amounts owed by you to another creditor at any time. If we do, this Agreement will still be in effect unless and until amended, and any references made in this Agreement to "we", "us", or "our" will refer to the creditor to which we assigned, sold, or transferred your Account or amounts owed under your Account. You may not delegate your obligations and responsibilities to us to any third party without our express written consent.

OUR LEGAL RIGHTS AND OBLIGATIONS

34. Collecting Credit Information about You: You authorize us to make any credit, employment and investigative inquiries we feel are appropriate related to giving you credit or collecting amounts owed on your Account. You agree that a consumer credit report may be requested periodically from one or more consumer reporting agencies ("Credit Bureaus") and used in connection with your application and any update, renewal or extension of credit. We will provide information about you, your Account or your credit history to Credit Bureaus and others who may properly receive that information.

35. Credit Bureau Disputes: If you believe we inaccurately reported credit history information about you or your Account to a Credit Bureau, write to us at :

36. Privacy Pledge and Disclosure of Account Information: A copy of our Privacy Pledge is included in this Agreement. We also keep copies of our Privacy Pledge in financial institution offices and post it on our web site. Our Privacy Pledge describes how we collect, protect and use confidential financial and other information about you and the circumstances in which we might share information about you with members of our corporate family and with unaffiliated third parties. Our Privacy Pledge also tells you how you can (a) limit the ways we share certain kinds of information about you and (b) request corrections to the information we maintain about you.

37. Refusal to Honor Transactions: We and our agents are not responsible if anyone refuses to honor your Card or a Convenience Check, or if authorization for a particular transaction is not given. Although you may have credit available under your Account, we may be unable to authorize credit for a particular transaction. The number of transactions you make in one day may be limited, and the limit per day may vary. These restrictions are for security reasons, and as a result, we cannot explain the details of how this system works. If your Account is over the Credit Limit or delinquent, authorization of credit for transactions may be declined. We are not responsible for anything purchased with your Card or a Convenience Check, except as expressly required by applicable law (see Your Billing Rights section below for more details). You must return goods you purchased with the Card or Account to the merchant and not to us.

38. Third Party Offers: From time to time, third parties may provide you with benefits not related to the extension of Account credit. We are not liable for these features, services and enhancements, as they are the sole responsibility of the third party provider. We and/or a third party may add, change or delete entirely these benefits without notice or liability to you, to the extent permitted by applicable law. You agree to hold us harmless from any claims, actions or damages resulting from your use of any of these features, services or enhancements, where permitted by applicable law.

39. Monitoring and Recording Communications: You understand and agree that we, and anyone acting on our behalf, may monitor and/or record any communications between you, or anyone acting on your behalf, and us, or anyone acting on our behalf, for quality control and other purposes. You also understand and agree that this monitoring or recording may be done without any further notice to you or anyone acting on your behalf. The communications that may be monitored or recorded include telephone calls, cellular or mobile phone calls, and any other communications in any form.

40. Severability: If a court of competent jurisdiction finds any part of this Agreement illegal or unenforceable, the remaining portions of the Agreement will remain in effect as written after any such illegal or unenforceable portion is amended in conformance with applicable law or, if necessary, voided.

41. Entire Agreement: This version of the Agreement replaces any previous versions of the Agreement. The Agreement, as modified by any change in terms we may deliver from time to time in accordance with applicable law, constitutes the entire agreement

between you and us, and supersedes any prior negotiation, agreement, or understanding between you and us concerning the subject matter of the Agreement.

42. Waiver: We do not give up our rights under the Agreement or applicable law when we fail to exercise or delay exercising those rights. Our failure or delay to exercise any right or remedy we have against you does not mean that we waive that right.

43. Mobile Authentication: To help us verify your identity, you authorize your wireless operator (/ or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, to allow us to verify your identity, and to compare information you have provided to us with your wireless operator account profile information for the duration of our relationship. See our Privacy Pledge for more information of how we treat your data.

44. CELLULAR PHONE CONTACT POLICY: By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You understand and agree that, if your Account has been assigned, sold, or transferred to us, we, as the successor-in-interest, and our affiliates and agents, have your prior express consent to call you using prerecorded or artificial voice message calls, text messages, or an automatic telephone dialing system at any telephone number(s) you may have provided to any previous creditor(s), or which may have otherwise been associated with your Account prior to its assignment, transfer, or sale to us.

45. Arbitration Provision:

RESOLUTION OF DISPUTES BY ARBITRATION

PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY COVERED CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

The following provision applies to any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand (each a "Claim" as further defined under the heading "Claims Covered by Arbitration"), including all questions of law or fact related thereto.

Agreement to Arbitrate

Either you or we may elect in writing, and without the consent of the other, to arbitrate all Claims covered by this provision.

Claims Covered By Arbitration

Claims subject to our agreement to arbitrate shall include all of the following: (1) Claims related to or arising out of this Agreement, or any prior or later versions of this Agreement as well as any changes to the terms of this Agreement; (2) Claims related to or arising out of any aspect of any relationship between us that is governed by this Agreement, whether based in contract, tort, statute, regulation, or any other legal theory; and (3) Claims that relate to the construction, scope, applicability, or enforceability of this arbitration provision. Claims include Claims that arose before we entered into this Agreement (such as Claims related to advertising) and after termination of this Agreement.

Claims Not Covered By Arbitration

Claims subject to our agreement to arbitrate shall not include (1) any Claim you file in a small claims court, so long as the Claim remains in such court and advances only an individual claim for relief, and (2) Claims asserted by way of cross claim, counterclaim or any similar device against a party who has initiated a proceeding in court or other non-arbitral forum by any other party to that proceeding.

Commencing an Arbitration

The party initiating arbitration must choose one of the following arbitration forums to administer the arbitration:

- The American Arbitration Association ("AAA") under AAA's Consumer Arbitration Rules, except as modified by this Agreement. AAA's Rules may be obtained from www.adr.org or 1-800-778-7879 (toll-free).
- JAMS/Erisdispute ("JAMS") under JAMS' Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS' Consumer Minimum Standards, except as modified by this Agreement. JAMS' Class Action Procedures shall not apply. JAMS' rules may be obtained from www.jamsadr.com or 1-800-352-5267 (toll free).

If the chosen arbitration forum is for any reason unable to serve, then the parties may agree to a comparable substitute organization. If the parties are unable to agree, then a court of competent jurisdiction shall appoint a substitute organization.

Arbitration Procedure

The arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA's or JAMS' rules, as applicable. The arbitrator will decide the dispute in accordance with the terms of our Agreement and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. The arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law. The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. The arbitrator will take



reasonable steps to protect customer account information and other proprietary or confidential information. Any arbitration hearing shall take place in the federal judicial district that includes your home address, unless you and we agree in writing to a different location or the arbitrator so orders. If all Claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA's or JAMS' rules.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

No Class Action or Joinder of Parties

You and we agree that no class action, private attorney general, or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction). If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void.

Arbitration Costs

Unless the applicable arbitration rules at the time of filing a Claim are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first \$2,500 in arbitration filing, administration, and arbitrator's fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.

Applicable Law

You and we agree that you and we are participating in transactions that involve interstate commerce and that this provision and any resulting arbitration are governed by the Federal Arbitration Act. To the extent state law applies, the laws of the state governing your account relationship apply. No state statute pertaining to arbitration shall apply. This Arbitration Provision shall not apply to a party who is a covered borrower under the Military Lending Act.

Severability

Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable by the arbitrator, that part will be severed from the remainder of this provision and the remainder of the provision will be enforced.

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). For a verbal transcript of this disclosure, please call 1-877-292-1682.

YOUR BILLING RIGHTS

Keep this document for future use. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do If You Find a Mistake on Your Statement:

If you think there is an error on your statement, call or write to us at:

If you wish to dispute a transaction over the phone, please call _____ with the information listed below. Most inquiries or disputes can be corrected over the phone, but doing so does not preserve your rights.

In your letter or call, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

What Will Happen After We Receive Your Letter or Call:

When we receive your letter or call, we must do two things:

1. Within 30 days of receiving your letter or call, we must tell you that we received your letter or call. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter or call, we must either correct the error or explain to you why we believe the bill is correct. While we investigate whether or not there has been an error:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
 - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your Credit Limit.

After We Finish Our Investigation, One of Two Things Will Happen:

- If we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake, you will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe. If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases:

If you are dissatisfied with the goods or services that you have purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

SPECIAL RULES FOR CREDIT CARD PURCHASES DO NOT APPLY TO PURCHASES MADE WITH CONVENIENCE CHECKS OR BALANCE TRANSFER CHECKS.

County Justice Courts, Arizona

CASE NUMBER:

Plaintiff(s) Name / Address / Email / Phone

Defendant(s) Name / Address / Email / Phone

MOTION TO: Compel Arbitration

RESPONSE TO MOTION

REPLY TO RESPONSE

If you have received this motion you have the right to file a response to this motion within ten (10) days from the date this motion was served. Your response must be filed with the court and copies of your response must be served to the other parties as provided by Rule 120 of the Justice Courts Rules of Civil Procedure. The court may treat your failure to respond to a motion as your consent that the motion be granted.

I am the Plaintiff Defendant

I would like the court to:

Stay court proceedings and compel arbitration, as per the original credit card contract under which plaintiff is attempting to collect.

Statement of facts:

Plaintiff is attempting to collect a debt purchased from _____. As the assignee of this account, plaintiff is bound by the original contract between myself (defendant) and creditor. The original contract includes an arbitration clause that may be invoked by either party to settle disputes without legal action. Further, this contract states that arbitration fees will be covered by the lender (and by extension the plaintiff, in this case) up to the first _____.

Legal support including Statute or Rule that applies:

The aforementioned contract is covered by the Federal Arbitration Act, as it is a written agreement covering commercial transactions. Section 3 of the FAA states that, if arbitration is requested, trial for any suit regarding an issue covered by a written arbitration agreement shall be stayed until arbitration is completed, provided that the judge is satisfied that the issue at hand is covered by such an agreement. The relevant sections of both the FAA and the credit card contract are attached.

I state under penalty of perjury that the foregoing is true and correct.

Date:

_____ Plaintiff Defendant

**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.**