

State of Arizona  
COMMISSION ON JUDICIAL CONDUCT

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Disposition of Complaint 25-491

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Judge:

Complainant:

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**ORDER**

February 11, 2026

The Complainant alleged a superior court judge falsely claimed to review a document before entering an order but did not. Complainant also alleged a lack of due process, lack of competency, and ex parte communications 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 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 Colleen E. Concannon and Regina L. Nassen did not participate in the consideration of this matter.

Copies of this order were distributed to all appropriate persons on February 11, 2026.

Attorneys at Law

Admitted in & AZ

Comp

**VIA FEDERAL EXPRESS**

Tracking No.:

2025 - 491

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

Re: Hon. County Court

Dear Arizona Commission on Judicial Conduct:

I am writing to file a formal complaint against the Honorable a  
County Court Judge.

By way of Introduction, I have been a practicing attorney since , and I am a member  
in good standing and licensed to practice law in the states of , SBN: ( ),  
SBN: ( ) and Arizona SBN: ( ). I am also admitted to the  
( ), the ( ), the  
( ), the ( ), the  
District of AZ ( ), the ( ), the  
( ), and the ( ).

In my years of practicing law in three different states and appearing before countless  
state and federal judges in these states, I have never witnessed anything like what has occurred in  
Judge courtroom.

It is with great reluctance that I bring this matter to the Commission's attention, but I feel  
compelled to do so given the extraordinary circumstances and the profound impact Judge  
conduct has had on the integrity of the proceedings. My experiences in this case have raised  
serious concerns regarding the impartiality, fairness, and decorum expected of those who serve on  
the bench. The actions and decisions of Judge have undermined the confidence I have  
always held in our judicial system and necessitate formal review regarding judicial ethics,  
procedural fairness, and judicial fitness.

## I. FACTUAL BACKGROUND

### A. Purchase and Sale Transaction of the Property

At all material times, Defendant \_\_\_\_\_ was the record owner of certain real property located at \_\_\_\_\_ Arizona \_\_\_\_\_, which consists of a single-family home (“Property”). On or about \_\_\_\_\_ Defendant listed the Property in the Arizona/ \_\_\_\_\_ Multi-Listing Service.

On \_\_\_\_\_, Plaintiffs, \_\_\_\_\_ and \_\_\_\_\_, submitted a proposed Residential Resale Real Estate Purchase Contract. The Proposed Purchase Contract submitted by Plaintiffs was not accepted by Defendant. Following subsequent negotiations and counter offers, on or about \_\_\_\_\_, Plaintiffs as Buyer and Defendant as Seller entered into that certain Residential Resale Real Estate Purchase Contract.

On \_\_\_\_\_, Plaintiffs and Defendant executed that certain Buyer’s Contingency Addendum, which incorporated the Counter Offer dated \_\_\_\_\_. Also, on or about \_\_\_\_\_, Plaintiffs as Buyer and Defendant as Seller executed that certain Addendum to Purchase Contract dated \_\_\_\_\_ Pre-Possession of Property Prior to Close of Escrow.

### B. Relevant Provisions of the Governing Documents

The Purchase Contract includes the following terms:

Seller authorized buyer to paint all cabinets and the interior of the house before close of escrow at buyer’s expense.

The Pre-Possession Addendum includes the following terms:

This agreement and occupancy of subject property by Buyer/Tenant shall begin on \_\_\_\_\_ at \_\_\_\_\_ am/pm and \_\_\_\_\_ or subsequent close of escrow of purchase contract.

All repairs and maintenance of property during the term of this agreement shall be the responsibility of the Buyer/Tenant and all utilities shall be in the name of Buyer/Tenant, who assumes all liability for personal injury, property damage or loss and insurable risks. Seller/Landlord strongly advises renter insurance by Buyer/Tenant during the term of this agreement. Seller/Landlord shall maintain fire insurance until the close of escrow. **Buyer/Tenant shall not make any alterations to the property without written consent of Seller/Landlord.** It is specifically understood that should the premises be destroyed by fire or other occurrence during the time that the buyer is in possession, the risk of loss of personal property of Buyer /Tenant shall be borne by the Buyer/Tenant.

The Buyers Addendum includes the following terms:

Close of Escrow shall be

Earnest Money Deposit in the amount of \_\_\_\_\_ shall be released to the Seller at the opening of escrow and non-refundable to buyer. If buyer's property listed in the buyer contingency addendum, does not close escrow by \_\_\_\_\_, buyer shall deposit an additional \_\_\_\_\_ earnest deposit no later than \_\_\_\_\_ to be released to the seller and shall be non-refundable to buyer. If buyer's property listed in the buyer contingency addendum, does not close escrow by \_\_\_\_\_ buyer shall deposit an additional \_\_\_\_\_ earnest deposit no later than \_\_\_\_\_ to be released immediately to the seller and shall be non-refundable to buyer.

## **II. PROCEDURAL BACKGROUND**

### **A. Plaintiffs' Initial Pleadings**

On \_\_\_\_\_, the Defendant in this matter was served in \_\_\_\_\_ which included Plaintiffs' Verified Complaint ("Complaint"), Application for Preliminary Injunction with proposed Order ("Application"), Notice of Lis Pendens ("Lis Pendens") and First Amended Order to Show Cause dated \_\_\_\_\_ ("Show Cause Order") and Summons. The Show Order directed the Defendant to appear in \_\_\_\_\_ County \_\_\_\_\_ Court on \_\_\_\_\_ at \_\_\_\_\_ to Show Cause why the Preliminary Injunction sought by Plaintiffs should not be granted.

Plaintiffs' Complaint, Application, Lis Pendens and Show Cause Order are collectively attached hereto as **Exhibit "1."**

Plaintiff's Complaint and Application reference two (2) agreements, the Purchase Contract and the Pre-Possession Addendum Agreement which they claim serve as the basis for their Breach of Contract and Breach of Covenant of Good Faith and Fair Dealing claims. Conspicuously absent from these pleadings were copies of the Purchase Contract and Pre-Possession Addendum. Instead, Plaintiff's Complaint and Application made several short references to these agreements as follows:

11. Pursuant to Section 1e of the Contract, "Seller shall deliver possession, occupancy existing keys and/or means to operate all locks, mail box, security systems/alarms, and all common facilities to Buyer." Compl. Pg 2, Ln 17; See also App. Pg 2, Ln 24.

12. Pursuant the Addendum, all repairs, and maintenance of property during the term of this agreement shall be the responsibility of the Buyer/Tenant and all utilities shall be in the name of Buyer/Tenant..." Compl. Pg 2, Ln 20; See also App. Pg 2, Ln 26.

Plaintiffs' Complaint then goes on to allege the following:

25. Defendant is in breach of the Agreement by refusing to move forward with the sale of the Property. Compl. Pg 4, Ln 2.

27. Plaintiffs were ready and able to close on the Property on . Compl. Pg 4, Ln 4

Plaintiffs' Application then goes on to allege the following:

Pursuant to 3e of the Contract, "The Escrow Company employed by the parties to carry of the terms of the Contact she be: (" "). App. Pg 3, Ln 19.

Plaintiff did not breach the Agreement and are entitled to ownership of the Property. App. Pg 4, Ln 4.

**B. Defendant's Responsive Pleadings**

Although the Defendant would normally be entitled to thirty (30) days to respond to Plaintiffs' pleadings under ARCP Rule of 4.2(m), considering the Amended Show Cause Order, the Defendant had thirteen (13) calendar days and nine (9) business days to respond to Plaintiffs pleadings. On Defendant filed its Answer, Counterclaim and Third-Party Complaint ("Answer"), Response to Plaintiff's Application for Preliminary Injunction ("Response") and Defendant's Motion to Continue the Show Cause Hearing ("Motion to Continue").

Defendant's Answer, Response and Motion to Continue are collectively attached as **Exhibit "2."**

Attached as exhibits to both the Answer and Response were the following agreements executed by the Parties:

- Exhibit "A"** Residential Resale Real Estate Purchase Contract ("Purchase Contract");
- Exhibit "B"** Pre-Possession of Property Prior to Close of Escrow ("Pre-Possession Addendum"); and
- Exhibit "C"** Buyer's Contingency Addendum ("Contingency Addendum").

The Purchase Contract, Pre-Possession Addendum and Contingency Addendum (collectively the Governing Documents) constitute the documents governing the rights and responsibilities of the parties for the purchase and sale transaction of the Property.

As expressed in Defendant's Response, "It would seem to be a fatal flaw in its Application that Plaintiffs failed to attach as an exhibit the "Agreement" or any other documentation to support its allegations. Instead, Plaintiff just provides snippets from the so-called "Agreement." Not attaching as exhibits any of the agreements referenced in Plaintiff's pleadings and instead cherry-picking brief phrases in an agreement with no context and which Plaintiffs' counsel knew was be

misleading, is a violation of Arizona Rule of Professional ER 3.3(a) – Candor Toward the Tribunal; ER 8.4 – Misconduct.

Since Plaintiffs’ counsel failed to provide any of the contracts that constituted the “Agreements,” Defendant’s counsel provided the Governing Documents as exhibits to ensure the Court had access to all relevant documents necessary for a fair assessment of the parties’ rights and obligations. The inclusion of these exhibits was intended to clarify the factual record and address any misleading assertions made by Plaintiff’s counsel. This approach underscores the importance of transparency and full disclosure in judicial proceedings, especially when the integrity of the process is at stake.

Despite Defendant’s rushed filings and the circumstances surrounding the service on Defendant, the Court denied Defendant’s Motion to Continue and proceeded, ex parte, with the Show Cause Hearing on . Following the ex parte hearing on Judge granted Plaintiff’s Application for Preliminary Injunction, even though Judge never reviewed any of Defendant’s pleadings or any of the Governing Documents upon which the relief Plaintiffs sought was based and relied solely on the representations of Plaintiffs’ counsel in the Complaint and Application.

Had Judge actually taken the initiative to either request Plaintiff’s counsel to produce the “Agreements” referenced in the Complaint and Application, or reviewed the Governing Documents attached to Defendant’s Answer and Response, at the very least she would have quickly discovered that the representations of Plaintiff’s counsel were misleading at best, but more accurately patently false.

### C. Relevant Provisions of the Governing Documents

1. The **Purchase Contract** includes the following terms:

“Seller authorized buyer to paint all cabinets and the interior of the house before close of escrow at buyer’s expense.”

2. The **Pre-Possession Addendum** includes the following terms:

“All repairs and maintenance of property during the term of this agreement shall be the responsibility of the Buyer/Tenant and all utilities shall be in the name of Buyer/Tenant, who assumes all liability for personal injury, property damage or loss and insurable risks. Seller/Landlord strongly advises renter insurance by Buyer/Tenant during the term of this agreement. Seller/Landlord shall maintain fire insurance until the close of escrow. **Buyer/Tenant shall not make any alterations to the property without written consent of Seller/Landlord.** It is specifically understood that should the premises be destroyed by fire or other occurrence during the time that the buyer is in possession, the risk of loss of personal property of Buyer /Tenant shall be borne by the Buyer/Tenant.”

**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.**