



In this case, I feel there was willful and persistent failure to perform duties, and violations of the Code of Judicial Conduct were committed due to impropriety and lack of: impartiality, diligence and integrity of the judiciary. Citing Rule 83A6: the rulings, decisions, findings of fact or judgments were not justified by the evidence or were contrary to law.

The Judge made nearly all awards and rulings based upon only the verbal testimony of the Respondent.

Numerous improprieties occurred when my paperwork and exhibits were all but ignored by the Judge. Any lay person with no law training could have read or followed the organized documents and arrived at the amounts stated in the Pre-trial Statement using the Exhibits, which proved nearly all points.

Some of the of the Exhibits or certain pages of them mentioned in this complaint are hereby enclosed, as well as the Joint Pre-Trial statement and a rough copy of the community property list (don't have a final copy).

Community property and divorce laws did not seem to be followed and numerous improprieties occurred, for example, a ruling was entered regarding a foreign LLC, which is contrary to **ARS 29-801**, the Judge did not appear to have read any of the Exhibits, nor read the Joint Pretrial Statement; numbers were added incorrectly, a judgment was entered against Petitioner regarding a foreign property before the marriage even existed, as well as after the time of service, although neither party actually owned the property. The time before the marriage, as well as the entire sole and separate foreign property issue is not within the scope of a divorce proceeding.

The Judge did not uphold laws, abide by them nor enforce them in this case.

I feel that an investigation and mistrial should be ruled in this case and it should be heard by a higher court due or a different Judge due to unlawfulness by this Judge and fraud on the part of Respondent.

Early examples of fraud and dishonestly were apparent in Respondent's Affidavit where it stated he earns            per month, yet spends            on ridiculously false expenses. For example, he wrote he spends            **per month** on work uniforms, yet he has had the same job for years, and Exhibit 27, (our 2004 tax return) showed he spent            **per year**, including shoes. The below mathematical impossibilities also illustrate the Respondent's dishonesty, yet the Judge found all of his testimony credible throughout the proceeding.

Respondent stated that all property we purchased together was his sole property. According to most of Respondent's own exhibits, he wrote that he collected            per month in sole and separate funds from the rental properties, (which were commingled according to community property law), yet on our full tax return, Petitioner's Exhibit 27,

form 1040, Line 17, shows a loss of \_\_\_\_\_ for yearly rental income, of which only \_\_\_\_\_ was for depreciation that year. The rest of it was repairs, taxes and vacancies. Respondent refused to turn over the 2005 and 2006 tax returns, and the Judge did not order him too. Supposedly, from the \_\_\_\_\_ that year, the Judge found that Respondent was able to purchase a brand new truck, pay the \_\_\_\_\_ home mortgage of \_\_\_\_\_ mo., pay a \_\_\_\_\_ per month loan back to his parents, pay all the taxes and repairs associated with the rental homes, buy several thousand dollars in racing bicycles and equipment and pay for his other expenses, such as half the honeymoon, wedding ring, etc. How is this mathematically possible? Any prudent person with an elementary education could calculate that this was not sole and separate funds, and that Petitioner had to of contributed significantly. In addition, **Respondent only produced 2 months of one bank statement. He would had to have shown three years of all statements with no commingling to prove they were sold and separate funds.**

I am still trying to obtain proof that Respondent altered the receipt on his Exhibit 21 in order to make it appear as though that sale coincided with our new truck purchase.

Respondent sold both the rental homes to his parents for \$1 each via claim deeds the day I filed for for divorce. (Quit claim deeds must be \$10 minimum to be legal in AZ, (Exhibits 8 & 13). In an attempt to further shield them from me, he later had his Mother hand write that he owed her loans against the homes, which would have been the loan equivalent of \_\_\_\_\_ yet the documents contained no repayment terms, and no payments had been requested, so they weren't really loans; and the two rental homes were built in the late 1990's, yet one document was signed in 1991 in which Respondent stated they were against those homes, Respondent's Exhibits 25 & 26. **No bank statements nor checks were submitted by Respondent to show any loan payments to his parents, as claimed in the Affidavit. Motions and orders regarding the sale of the rental homes were filed by Petitioner before the trial, yet the Judge denied them.**

False statements under oath regarding these same property's titles were later reiterated in the civil lawsuit mediation \_\_\_\_\_ by Respondent and his parents. Obviously, Respondent was taking steps to prevent me from being awarded some part of these homes. By "selling" them, and then 1.5 years later produce "no terms" loan documents does not make sense, **yet the Judge found Respondent credible over me, although this constitutes fraud and selling property that was listed as disputed in the dissolution of marriage paperwork. The Judge did not award me any equity nor repayment for major repairs and some expenses put into the properties.**

-The Judge did nothing regarding the Respondent's refusal to provide requested bank and numerous other statements, as requested during discovery.

**At the time of the trial:**

-The Judge stated we had to hurry because he was literally moving after hearing our case; the moving truck would be there and we would be the last case he would ever hear in family court.

-Respondent submitted all exhibits 2 days prior to the actual trial, which is contrary to AZ law, in

addition, it did not allow my attorney to properly prepare for the trial. The trial should have been delayed or Respondent's exhibits should not have been allowed.

-The Judge ruled upon a foreign LLC and foreign property contracts which were my sole and separate property; this is contrary to ARS 29-801.

**-The Judge did not ask about our: joint stock accounts, joint bank account, Respondent's commingled Ameritrade account, in which I made about 50% of the trades and transferred funds;** all the 2004 stock information and calculations in the tax return are in my hand writing. Sales deposits from Respondent's Exhibits 19, 21 (sale date has been altered) & 22 are insignificant, when \_\_\_\_\_ dollars were transferred in and out of \_\_\_\_\_ accounts. All Respondent's accounts were commingled since Respondent's paycheck was used to pay the home mortgage, Respondent's paychecks were deposited into them and transfers were done between our joint \_\_\_\_\_ account, as well as the \_\_\_\_\_ account, in which I produced financial gain through stock trades (Respondent's trades lost money). Petitioner's Exhibit 1, I believe. Respondent withdrew funds from these accounts to purchase the \_\_\_\_\_ truck. Again, the Judge did not look at the Exhibits and believed whatever Respondent stated.

No arguments regarding the \_\_\_\_\_ or property should have been heard in this court. If some loophole exists making a ruling possible, then the Judge still made numerous mistakes, such as:

-The Judge was told that all paperwork (in Spanish) contained a clause (the **Calvo Clause**) which states that foreigners agree to act as Mexican nationals regarding all matters, and any disputes must be settled in a Mexican court of law. All U.S. and other countries laws are completely waived.

-When the Judge's assistant inquired about having the documents translated, he stated, "no". We also tried to tell and show the Judge where the American names were listed to show that \_\_\_\_\_ name was not on the list, but he just threw the documents down and did not look at them.

-The Judge was told and the Exhibits showed that Respondent had been reimbursed most of his investment monies back by the Petitioner via Exhibits 1 & 2. The Judge would not allow a list which showed all checks paid by both Respondent and Petitioner and reimbursements Petitioner paid or signed over to Respondent, but the exhibits listing the repayments and explanations in court should have sufficed, but were again ignored.

### **Upon Ruling (Divorce Decree):**

-Mexican Real Estate: The Judge incorrectly awarded \_\_\_\_\_ from checks written during the entire time the parties knew each other, rather than during the time of marriage, and another \_\_\_\_\_ after the date of service. These amounts should not have even remotely been considered in divorce court, as there was no marriage. In addition, there were not even any

contracts between the parties, which would have been even more likely since there was no marriage yet. This was not the appropriate court to obtain a reimbursement. That would be a civil suit, although a civil suit ruling would even have been unlikely, as voluntary payments made of one's own free will with no contract are usually considered gifts.

-The Judge ordered in the Decree that reimbursement of checks paid to \_\_\_\_\_ (before, during and after marriage) had to be repaid, however, the Judge was not diligent, in that he added up every check the Respondent submitted to the court, even though they were written to different people and did not go towards the Mexican land payment as the Judge wrote.

This totals an additional \_\_\_\_\_ that was not written to \_\_\_\_\_ for property, as the Judge had stated.

-Any monies Respondent paid to another party, i.e. \_\_\_\_\_ before marriage and after the date of service (and during the marriage) were paid of the Respondent's own free will, as it was shown in court via Exhibits from both parties that Respondent had no written contracts with the Petitioner, nor with \_\_\_\_\_ that involved the Petitioner, and was therefore not legally bound to make any payments of any kind.

**-Since the Judge ordered reimbursement of Respondent's funds for my property contracts, then the Judge was impartial and biased by also not awarding nor offsetting monies and work I paid or put into Respondent's properties (3 homes, two were rentals, one was lived in for 3.5 years.)**

-over \_\_\_\_\_ in equity had accumulated on the 3 homes I helped care for and pay for. I was not even reimbursed for the sole and separate funds I spent on the homes, did not receive any equity, nor any reimbursement of funds. This is biased.

-Pavers were purchased and installed down the side of the \_\_\_\_\_ home to make a large RV parking area, new irrigation was installed, two new medicine cabinets were put in, shelving in laundry room, new lighting and several storage sheds were assembled which are still in the back yard. Numerous trips were made to the dump, as backyard had a trash pile area that was collecting mice and roaches. Noted on Pretrial Statement, page 8 and stated in court.

-As stated in paperwork (Exhibit 32) and court by me, according to AZ state law, all 3 houses became commingled. The agreement was that Respondent would work at the gym and I would help maintain the 3 homes so he would not lose income from his job. I provided supplies she had prior to marriage such as paint, brushes, sandpaper, Dremel bits, which had to be replaced as

well, etc. and provided substantial labor when the rental homes were damaged or vacated. Husband also took items from the home that I had purchased from my own personal account such as: rubber gloves, cleaning products, bug spray, weed killer, Hefty bags, etc. If Respondent had intended to keep these homes separate, he would have strictly maintained a separate bank account in which he would have purchased the supplies and cleaning products for the rental homes and kept them separate from the main home and he would not have had me work on them.

-Exhibit 34: I provided credit card or year end statements from 2004, 2006 & 2007 which showed Home Depot, Wal-Mart, etc. expenses that I paid for the homes. I always gave Respondent most of the receipts to give to the accountant. I requested copies of everything from Respondent, yet he remained in contempt of court for not providing the records. This indicates he had something to hide.

-Major expensive repairs included replacing a/c units, doors, cabinets, windows, fixing the gates, repairing/replacing garage door opener parts, etc., as noted on the 2004 tax return.

**-The Judge falsely stated that no evidence was presented to the value of the “personal property”, which he should have listed as community property,** which was listed according to each party's possession, as well as value in Exhibit 32. Additional information was also found in Exhibits: 47, 31, 36, 38, 39, 40, 41, and 52. Respondent did not object to the possession of these items. Respondent's own credit card statements showed some purchase prices, which further clearly demonstrated the value of some items in question. I mostly only took personal items from before the time of marriage because the community property would be divided later. Respondent changed the locks on the doors, not allowing me access and refused to allow me to use any of the items. I was awarded less than of actual items, while Respondent was allowed to keep over worth of property. This was inequitable, especially in light of my disability and lack of employment. I needed to be able to sell some of the items in order to pay for basic living expenses.

-We purchased the bike around the very end of November, Again, Respondent refused to produce the credit card statement for this. Respondent's parent's gave him a check at Christmas to appear as though they were giving him the money to buy the bike, Respondent's Exhibit 16. On the Exhibit, you can see the writing stating it's for the bike, although the writing goes off of the check and well onto the xerox paper. Again, it's his parent's attempt to cover for him. The check was a gift to him, not the bike, as explained in court.

-The marital community should have terminated when I moved out and was locked out of the marital home. Furthermore, Respondent removed the funds from all joint and solely named accounts, as well as closed our joint bank account ; Respondent told me that he had taken the monies out of all the bank accounts and hid it at his parent's home, and “sold” the two rental homes to his parents so no claims could be made against them.

-Vehicles. I purchased my truck 4 years before the date of marriage and paid

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for all repairs and gas during the entire marriage. Respondent did not dispute this at all in the Joint Pretrial Statement. Respondent then falsely stated in court that he actually made payments on this truck, although he could not recall the amount, nor the bank he supposedly made the payments too. All payments were auto withdrawals from my first Credit Union account, which was funded from the sale of my home in 2003. Respondent did not submit any evidence to prove his claims. However, we did purchase two other trucks during the time of marriage and paid cash for the first one via Respondent taking money from the \_\_\_\_\_ account and placing it into a \_\_\_\_\_ account with only his name on it. (The first one was wrecked, so a second replaced it with insurance money.) The funds were community funds; about \_\_\_\_\_ of the first truck was placed on a credit card, (Respondent refused to produce the statement as requested), and Respondent used a trade-in which only covered the tags and taxes; the Judge ordered that we each keep the vehicle in our possession. My vehicle was clearly sole and separate property, while Respondent's was clearly community property and an equitable offset should have been made.

**I DID NOT sign a waiver** on either vehicle to show they were sole/separate purchases, because they were not. Without a waiver or clear path of separate funds, they would automatically become community property, regardless of whom paid what.

-Husband did not prove sole/separate funds were used for everything, as he stated. This would have required 3 years of statements for all accounts in question, and they would have to show that no community stock funds nor paychecks were ever placed in them. This was not the case at all, as Respondent only provided two months of statements \_\_\_\_\_ Mortgage payments, stock account transfers and paycheck deposits were shown in the numerous Exhibits, making it all community property. Therefore, Respondent did not meet the requirements to satisfy sole and separate property judgments.

Disability. I have not been able to maintain steady employment since 2001, prior to injury.

Bank accounts. I explained in court, and it was shown on Exhibits 35 & 33? that I deposited a \_\_\_\_\_ cash gift from my grandmother and a \_\_\_\_\_ check from my parents to aid with moving and living expenses, therefore Respondent was not entitled to them. There's also a \_\_\_\_\_ cash advance against my \_\_\_\_\_ credit card to pay for deposits, utilities and rent on a rental home, which was deposited in the bank \_\_\_\_\_ after the time of filing, but before service of Respondent. The Judge is ordering me to equalize my bank account by having me include the gifts, as well as the \_\_\_\_\_ loan, as funds to divide with the Respondent! The \_\_\_\_\_ from Chase was a community debt. Not only does he want me to pay half of my gifts, but I'm also supposed to pay Respondent half of the loan proceeds, plus pay off the loan, with interest, which took several months. This appears to be punishment, rather than lawful or equitable.

-The Judge also included equalization of only one of Respondent's \_\_\_\_\_ accounts, instead of both, which were shown to be community accounts. In addition, if only choosing one account, he chose the wrong one, because the land payment checks, which Respondent even

admitted were community funds, were taken out of account not account number  
This is lack of diligence.

Respondent should not have been awarded half of the balance of my account, as it was never commingled, none of it was community funds, but mostly community debt. Respondent received a very creative judgment here, in that he's supposed to profit off of a community debt, and not pay half the amount in "his accounts."

**Financial inequality, ability to survive and ability to pay were not addressed whatsoever in this case.** Although unemployed with permanent disabilities, I was not awarded any money, support nor attorney's fees. Not only was I left with just about nothing from the marriage, which forced me to not even be able to afford an apartment, let alone a home, but the Judge assigned debt to me that was not lawful, fair nor equitable. Respondent's net worth is over yet I have no health insurance, still owe attorney fees, have no permanent place to live and will be forced to apply for public assistance when my unemployment ends. The Judge did not even order reimbursement to me for the approximately spent on Respondent's girlfriend, Exhibits 32, 40 & 41. Respondent paid for his girlfriend's divorce attorney's fees and rent, but not for his own wife's? And he purchased gifts for her during the last several months of the marriage, using our money. Respondent had legal responsibilities towards his wife, not his girlfriend.

Our W-2's show that Respondent earns twice what I did in 2007. I have been disabled since 2001 and have not been able to work steady for more than 6 months at a time since then.

Although the initial Social Security hearing showed I could work I had one illness and a new injury since that time and had added them onto the claim. As stated in court, I did not, and still have not heard back from Social Security, although it was filed about 19 months ago.

At the time of the Hearing, I was unemployed, collecting unemployment, had no means to pay my attorney's fees and had told the Judge that I had a pending Social Security claim. I have no assets except for my truck and belongings. The land in Mexico is damaged due to Hurricane Dean and all the property markers were torn out, so no one knows where their land starts and ends. I don't have the financial means to pay for new surveys, and since I don't hold title to the land, I cannot borrow any money against it.

On the other hand, the Respondent is gainfully employed, healthy, owns several homes which he collects monthly rental income through his parents trust, a boat, trailers, two vehicles, professional bicycles and equipment, etc.

More than coincidences?

-Respondent told me face to face that if I took him to trial, I would not be happy with the outcome and would actually owe him about I told him there was no way I would owe him any money, he would owe me. He said just wait and see, you'll be surprised! How was he able to tell me the amount "owed" to him before the trial took place?

-The mediation for our civil suit was at . Upon arrival at Respondent's civil attorney already had a copy of the divorce decree, which had been

issued at around 1:11 am that same morning according to my divorce attorney. Is anyone working at the court at 1am or did the Judge have it entered at that time? My divorce attorney was not notified of this until later that afternoon via the court. I find the timing of this uncanny, especially since it was used as a weapon in the civil suit proceedings.

I was not able to file for a mistrial due to numerous circumstances, including but not limited to:  
-Respondent called and threatened bodily harm as well as the threat of filing several false lawsuits against me if I did not do exactly as he said. He instructed me not to file for a mistrial, nor file for an appeal. Respondent seemed OK until he thought I received a "kickback" from the litigants in the civil suit; the home I rented and my truck were then regularly vandalized, and although my address was protected by the court, Respondent sent a letter to my house which proves he knew where I lived. I made two complaints to the planned community I lived in, called the security guard once, then finally filed Police report and incident report

-being involved in the civil lawsuit for a week and a half,

-my divorce attorney had to go out of town just after the decree was issued,

-I had no money left for any type of counsel since I was awarded nothing in the divorce.

I will try to add any other paperwork needed.