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COMMISSION ON
JUDICIAL PERFORMANCE

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**Commission on
Judicial Performance**

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Attorneys for Respondent
The Honorable James I. Aaron

STATE OF CALIFORNIA

BEFORE THE COMMISSION ON JUDICIAL PERFORMANCE

INQUIRY CONCERNING JUDGE
JAMES I. AARON

VERIFIED ANSWER

No. 164

TO: Michael A. Kahn, Chairperson
Commission on Judicial Performance
455 Golden Gate Avenue, Suite 14400
San Francisco, CA 94102-3660

Respondent, The Honorable James I. Aaron, Judge of the
Superior Court of the State of California in and for the County
of Fresno, answers the Notice of Formal Proceedings ("the
Notice") dated December 11, 2001, as follows:

PREAMBLE

1. The Honorable James I. Aaron was elected a judge
of the former Justice Court, in the former Kingsburg-Riverdale
Judicial District, Fresno County, on June 6, 1978, and has been
reelected four times. As a result of court consolidations, Judge
Aaron is now a judge of the Superior Court. He has been a judge
for 23 years. His term of office will expire December 31, 2002.

VERIFIED ANSWER - 1

1 He is not seeking re-election. Judge Aaron received a B.A.
2 degree and an M.B.A. degree from Fresno State College (now
3 California State University, Fresno) in 1968 and 1970,
4 respectively. He was one of the first students enrolled at
5 San Joaquin College of Law. In order to support his family while
6 he was in law school, Judge Aaron operated his own business full
7 time during the day and attended law school at night. In 1974,
8 he was a member of the first class to graduate from San Joaquin
9 College of Law. Judge Aaron was admitted to the State Bar of
10 California on June 27, 1975. Before he was elected to the bench,
11 Judge Aaron served as a Deputy District Attorney in Fresno
12 County; he also served as a Deputy Public Defender in Fresno
13 County; and he was engaged in the private practice of law.

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16 2. Judge Aaron denies that he is guilty of willful
17 misconduct in office, conduct prejudicial to the administration
18 of justice that brings the judicial office into disrepute, or
19 improper action within the meaning of Article VI, Section 18 of
20 the California Constitution, as alleged in the Notice.

21 3. The allegations in Counts One and Four of the
22 Notice appear to be based upon false statements of David
23 Mugridge. Judge Aaron is informed and believes and thereon
24 alleges that Mugridge has, in substance, stated that he made
25 statements about Judge Aaron in order to divert attention of law
26 enforcement authorities away from Mugridge. Judge Aaron is
27 informed and believes and thereon alleges that Mugridge actually
28

1 promoted the Westminister Financial Associates investment by such
2 acts as urging others to invest and by endorsing the representa-
3 tions made by Kenneth Roper about the investment. Judge Aaron is
4 informed and believes and thereon alleges that Mugridge acted as
5 an attorney for the Fresno investors, but failed to conduct a due
6 diligence investigation about the investment, was negligent in
7 his representation of the Fresno investors, and tried to cover up
8 his role in promoting the Westminister Financial Associates
9 investment by defaming Judge Aaron.
10

11 4. Counsel for Judge Aaron are still investigating
12 the allegations in the Notice and have not completed their inves-
13 tigation. This answer is based upon the information obtained to
14 date and upon Judge Aaron's current best recollection,
15 information, and belief. Judge Aaron reserves the right to amend
16 or to supplement this answer based on, *inter alia*, subsequent
17 discovery and investigations and refreshed recollection.
18

19 **Count One**

20 5. Answering the allegations at page 2, lines 2-9, of
21 the Notice, Judge Aaron denies generally and specifically each
22 and all of said allegations, except that Judge Aaron admits that
23 Debbie Alliji, Kenneth Roper, and James Baczynski promoted an
24 investment scheme involving Westminister Financial Associates,
25 and that Alliji, Roper, and Baczynski induced various persons to
26 invest substantial sums of money based on promises of safety of
27 capital and extremely large and quick profits.
28

1 6. Answering the allegations in paragraph A, at
2 page 2 of the Notice, Judge Aaron denies generally and
3 specifically each and all of said allegations, except that Judge
4 Aaron admits that, on or about November 2, 1998 and on or about
5 November 16, 1998, Mugridge appeared before Judge Aaron in
6 connection with *People v. Swimm*, and that, although Judge Aaron
7 recalls having seen Mugridge at one or more church services prior
8 to November, 1998, Judge Aaron had no prior personal relationship
9 with Mugridge.
10

11 7. Answering the allegations in paragraph B, starting
12 at page 2 of the Notice, Judge Aaron denies generally and
13 specifically each and all of said allegations, except that Judge
14 Aaron admits that, on or about November 2, 1998, and on or about
15 November 16, 1998, Mugridge appeared before Judge Aaron in
16 *People v. Swimm*; that Judge Aaron did not disclose a prior
17 meeting in chambers with Mugridge because such a meeting had not
18 taken place; and that Mugridge appeared before Judge Aaron in
19 drug court and, either before or after that appearance (Judge
20 Aaron's current recollection is that it was before the
21 appearance), Mugridge asked for a conference with Judge Aaron in
22 chambers, asked what his client could expect in drug court, and
23 was told by Judge Aaron the nature of the proceedings, including
24 that, normally, attorneys are not allowed to appear in drug
25 court.
26
27

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1 8. Answering the allegations in paragraph C, at
2 page 3 of the Notice, Judge Aaron denies generally and
3 specifically each and all of said allegations, except that Judge
4 Aaron admits that, in drug court, he asked Mugridge to meet with
5 him in chambers, so he could remind Mugridge, without
6 embarrassing Mugridge in front of his client, that attorneys are
7 not normally permitted to appear in drug court; that, in
8 chambers, Judge Aaron did remind Mugridge that drug court
9 proceedings are not adversarial and that lawyers for diversionees
10 are not normally permitted to appear, just as prosecutors are not
11 normally permitted to appear and the proceedings are not normally
12 reported; that Mugridge said he understood, but he complained
13 that it is difficult to follow Biblical principles in the legal
14 profession, especially for defense attorneys, and he then *sua*
15 *sponte*, discussed Mugridge's own financial problems; that Judge
16 Aaron responded, in substance, that he empathized with Mugridge
17 because Judge Aaron had financial difficulties and was going
18 through divorce proceedings; that, at the end of their
19 discussion, Mugridge asked whether he could pray for Judge Aaron;
20 that Judge Aaron said that he could; that Mugridge then offered a
21 prayer for guidance for Judge Aaron in his financial affairs and
22 to recognize and to do right things in his life; and that Judge
23 Aaron did not speak during the prayer, but responded, "Amen."
24
25 Judge Aaron is informed and believes and thereon alleges that in
26 1998, Mugridge was a member of a panel maintained by the Fresno
27
28

1 County Superior Court for appointments to represent criminal
2 defendants in capital and special circumstances cases and has
3 received appointments or compensation from said court. Judge
4 Aaron has never been involved in any way with such appointments
5 or compensation. At the time of Mugridge's appearances before
6 Judge Aaron in *People v. Swimm* and in drug court, Judge Aaron was
7 unaware of Mugridge's membership on the aforementioned panel.
8

9 9. Answering the allegations in paragraph D, at pages
10 3 and 4 of the Notice, Judge Aaron denies generally and
11 specifically each and all of said allegations, and he alleges
12 that the appearance described in said allegations was not made in
13 an adversarial proceeding, no prosecutor was present, and the
14 proceedings were not reported.
15

16 10. Answering the allegations in paragraph E, at
17 page 4 of the Notice, Judge Aaron has no information or belief
18 sufficient to enable him to answer the allegations contained
19 therein, and, placing his denial upon such lack of information
20 and belief, denies generally and specifically each and all of
21 said allegations, except that Judge Aaron admits that he informed
22 Mugridge about the first of the two meetings described in the
23 next paragraph.
24

25 11. Answering the allegations in paragraph F, at
26 page 4 of the Notice, Judge Aaron denies generally and
27 specifically each and all of said allegations, except that Judge
28 Aaron admits that he introduced two long time friends and his son

1 to Roper; that he made arrangements for a meeting room at a
2 tobacconist shop in the Manchester Center in Fresno, in which
3 Roper and potential investors in Westminster Financial
4 Associates met twice; and that Mugridge and other prospective
5 investors attended at least one of the two meetings.
6

7 12. Answering the allegations in paragraph G, at
8 page 4 of the Notice, Judge Aaron denies generally and
9 specifically each and all of said allegations, and he alleges
10 that any such representations described in said allegations were
11 made by Roper.

12 13. Answering the allegations in paragraph H, at
13 page 5 of the Notice, Judge Aaron denies generally and
14 specifically each and all of said allegations, except that Judge
15 Aaron admits that Mugridge, David Aaron (Judge Aaron's son), Greg
16 Morris, and two other persons who were long time friends of Judge
17 Aaron attended at least one of the two meetings described in
18 paragraph 11, above, and that they invested in Westminster
19 Financial Associates.
20

21 14. Answering the allegations in paragraph I, at
22 page 5 of the Notice, Judge Aaron denies generally and
23 specifically each and all of said allegations, except that Judge
24 Aaron admits that some persons present at the two meetings
25 described in paragraph 11, above, addressed Judge Aaron as
26 "judge" or as "Judge Aaron," and that he informed those present
27
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1 at said meetings that he was not then acting as a judge or in any
2 way lending the prestige of his office to the investment.

3 15. Answering the allegations in paragraph J, at
4 page 5 of the Notice, Judge Aaron denies generally and
5 specifically each and all of said allegations.
6

7 16. Answering the allegations in paragraph K, at
8 pages 5 and 6 of the Notice, Judge Aaron denies generally and
9 specifically each and all of said allegations, except that Judge
10 Aaron admits that he declined to act as an attorney for the
11 potential investors in Westminister Financial Associates and told
12 the persons who were present at the second meeting at the
13 tobacconist shop that he could not act as an attorney for the
14 potential investors because, while he is a judge, he is not
15 permitted to practice law and could not give legal or financial
16 advice to any of the potential investors; alleges that someone
17 else suggested that Mugridge be the attorney for the investor
18 group and that Mugridge agreed to serve as their attorney; admits
19 that Mugridge suggested that he hold the investor funds in trust
20 in an account called "ABC Escrow" at a branch of Bank of America;
21 admits the allegations from "in early-December" through
22 "investors" at page 6, lines 5-8; admits the allegations from
23 "Mugridge" through "Chicago" at page 6, lines 10-12; alleges
24 that, at the end of the second meeting, Mugridge handed his
25 business cards to those present; and alleges that those who
26 decided to invest subsequently paid their money to Mugridge.
27
28

1 17. Answering the allegations in paragraph L, at
2 page 6 of the Notice, Judge Aaron denies generally and
3 specifically each and all of said allegations, except that Judge
4 Aaron admits the allegations from "In approximately April"
5 through "profits" at page 6, lines 14-17, and the allegations
6 from "You" through "scheme" at page 6, lines 19-24.
7

8 18. Answering the allegations at page 6, lines 25-26,
9 of the Notice, Judge Aaron denies generally and specifically each
10 and all of said allegations.

11 **Count Two**

12 19. Answering the allegations at page 7, lines 2-5, of
13 the Notice, Judge Aaron denies generally and specifically each
14 and all of said allegations.
15

16 20. Answering the allegations in paragraph A, at
17 page 7 of the Notice, Judge Aaron denies generally and
18 specifically each and all of said allegations, except that Judge
19 Aaron admits that Mugridge claims he made various efforts to
20 obtain payment of promised funds; admits that Judge Aaron and
21 Mugridge spoke by telephone, probably commencing in 1999, about
22 the subject of nonpayment of the Fresno investors; alleges that
23 Judge Aaron has no information or belief sufficient to enable him
24 to answer regarding what efforts, if any, Mugridge may have made
25 to obtain the promised funds, and, placing his denial upon such
26 lack of information and belief, denies generally and specifically
27 each and all of said allegations; and admits that Mugridge had
28

1 one meeting with Judge Aaron and Roper regarding collection,
2 during which Mugridge addressed his questions to Roper.

3 21. Answering the allegations in paragraph B, at
4 page 7 of the Notice, Judge Aaron denies generally and
5 specifically each and all of said allegations; Judge Aaron has no
6 recollection of a letter in January or February, 1999, similar to
7 that described at page 7, lines 13-15, of the Notice, and he has
8 no information or belief sufficient to enable him to answer said
9 allegations, and, placing his denial upon such lack of
10 information and belief, denies and generally and specifically
11 each and all of said allegations; Judge Aaron recalls a telephone
12 conversation between Roper and Judge Aaron in or about April,
13 May, or June, 1999, during which Roper made threats about
14 Mugridge because of statements Mugridge had made to others about
15 Roper; admits that Judge Aaron told Mugridge about those
16 statements because Judge Aaron believed that Mugridge should
17 know about Roper's statements; alleges that Judge Aaron was
18 concerned for the safety of Mugridge and thought he should warn
19 Mugridge; alleges that Judge Aaron has no information or belief
20 sufficient to answer the allegations from "Mugridge" through
21 "him" at page 7, lines 20-21, of the Notice, and, placing his
22 denial upon such lack information and belief, denies generally
23 and specifically each and all of said allegations, except that
24 Judge Aaron alleges Mugridge said he was very angry about Roper,
25 told Judge Aaron that he refused to speak with Roper in the
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28

1 future, and asked that, from then on, Judge Aaron communicate
2 messages back and forth between Roper and Mugridge.

3 22. Answering the allegations in paragraph C, at
4 page 7 of the Notice, Judge Aaron is informed and believes and
5 thereon admits that he learned in the Summer of 1999 that Alliji
6 was indicted in Sacramento for activities in connection with an
7 investment scheme, but Judge Aaron has no information or belief
8 sufficient to enable him to answer the other allegations in said
9 paragraph, and, placing his denial upon such lack of information
10 and belief, denies generally and specifically each and all of
11 said allegations.
12

13 23. Answering the allegations in paragraph D, at
14 page 8 of the Notice, Judge Aaron denies generally and
15 specifically each and all of said allegations, except that Judge
16 Aaron is informed and believes and thereon alleges that Mugridge
17 received from the Fresno investors \$197,000 and paid the same to
18 Baczynski; admits that, in or about February, 1999, Mugridge
19 received from Baczynski payments of \$5,075 and \$191,925; admits
20 that Mugridge paid out to Fresno investors \$196,862; admits that
21 Mugridge claims that he communicated with Roper, Baczynski, and
22 Alliji after February, 1999; and admits that Judge Aaron and
23 Mugridge had several telephone conversations and at least one
24 meeting after February, 1999.
25
26

27 24. Answering the allegations in paragraph E, at
28 page 8 of the Notice, Judge Aaron denies generally and

1 specifically each and all of said allegations, except that Judge
2 Aaron admits that, commencing in or about January, 1999, Judge
3 Aaron attempted to persuade Roper and Alliji to pay to the Fresno
4 investors both the principal amounts of their investments and the
5 profits they promised to the Fresno investors and that Judge
6 Aaron communicated to Mugridge the substance of the statements
7 made to him by Roper and Alliji; admits that Judge Aaron was told
8 by Mugridge that he was communicating directly with Roper,
9 Alliji, and Baczynski from in or about December, 1998, until in
10 or about April, May, or June, 1999, when Mugridge told Judge
11 Aaron that Mugridge would not speak with Roper again because of
12 Roper's implicit threats about Mugridge described in
13 paragraph 21, above, after which, Judge Aaron is informed and
14 believes and thereon alleges, Mugridge claims that he continued
15 to communicate with Baczynski or Alliji.
16
17

18 25. Answering the allegations in paragraph F, at
19 page 8 of the Notice, Judge Aaron admits the allegations
20 contained therein.
21

22 26. Answering the allegations in paragraph G, at pages
23 8-9 of the Notice, Judge Aaron denies generally and specifically
24 each and all of said allegations.
25

26 27. Answering the allegations in paragraph H, at
27 page 9, lines 5-9, of the Notice, Judge Aaron denies generally
28 and specifically each and all of said allegations, except that
Judge Aaron has no information or belief sufficient to enable him

1 to answer the allegations from "In approximately spring" through
2 "invest" at page 9, lines 5-6, and, placing his denial upon such
3 lack of information and belief, denies generally and specifically
4 each and all of said allegations; Judge Aaron alleges that, if
5 Curtis Somoza was solicited to invest, the solicitation was made
6 by someone other than Judge Aaron; and Judge Aaron has no
7 information or belief sufficient to enable him to answer the
8 allegations from "Around" through "you" at page 9, lines 7-9,
9 and, placing his denial upon such lack of information and belief,
10 denies generally and specifically each and all of said
11 allegations.
12

13 28. Answering the allegations in paragraph H.1, at
14 page 9 of the Notice, Judge Aaron denies generally and
15 specifically each and all of said allegations, except that Judge
16 Aaron admits that he told Mr. Somoza that, if the investment was
17 not legitimate, Judge Aaron would help Mr. Somoza notify the
18 authorities and that representatives of the Internal Revenue
19 Service and the United States Attorney, who were investigating,
20 had told Judge Aaron that, if payments were legitimate, the
21 federal authorities would not block them.
22

23 29. Answering the allegations in paragraph H.2, at
24 page 9 of the Notice, Judge Aaron denies generally and
25 specifically each and all of said allegations, except that Judge
26 Aaron admits the allegations from "During" through "chambers" at
27 page 9, lines 15-17; alleges that, during those telephone
28

1 conversations, Judge Aaron and Mr. Somoza compared the statements
2 made to Judge Aaron by Baczynski, Roper, Alliji, and Mugridge
3 with the information Mr. Somoza told Judge Aaron Mr. Somoza was
4 receiving; and, while he admits that he had many telephone
5 conversations with Mr. Somoza, Judge Aaron has no information or
6 belief sufficient to enable him to answer the other allegations
7 in said paragraph, and, placing his denial upon such lack of
8 information and belief, denies generally and specifically each
9 and all of said allegations.
10

11 30. Answering the allegations at page 10, lines 1-2,
12 of the Notice, Judge Aaron denies generally and specifically each
13 and all of said allegations.
14

15 **Count Three**

16 31. Answering the allegations at page 10, lines 4-10,
17 of the Notice, Judge Aaron denies generally and specifically each
18 and all of said allegations, except that Judge Aaron admits that
19 he had numerous telephone conversations with Mugridge, Roper,
20 Baczynski, and Alliji regarding the investment by the Fresno
21 investors in Westminister Financial Associates and that many of
22 these telephone conversations took place while Judge Aaron was in
23 his chambers.
24

25 32. Answering the allegations at page 10, lines 11-12,
26 of the Notice, Judge Aaron denies generally and specifically each
27 and all of said allegations.
28

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1 **Count Four**

2 33. Answering the allegations from page 10, line 14,
3 through page 11, line 2, of the Notice, Judge Aaron denies
4 generally and specifically each and all of said allegations,
5 except that Judge Aaron admits on information and belief the
6 allegations of the word "Mugridge" at page 10, line 17, and from
7 "was" through "cases" at page 10, lines 18-20; admits the
8 allegations from "you" through "broker" at page 10, lines 22-24;
9 and admits the allegations from "In approximately 1999" through
10 "a" and "loan" through "make" at page 11, lines 1-2.
11

12 34. Answering the allegations page 11, lines 3-4, of
13 the Notice, Judge Aaron denies generally and specifically each
14 and all of said allegations.
15

16 **Count Five**

17 35. Answering the allegations at page 11, lines 6-9,
18 of the Notice, Judge Aaron denies generally and specifically each
19 and all of said allegations. Judge Aaron admits that he has been
20 unable to meet all of his financial obligations in a timely
21 manner. Judge Aaron intends to pay all of his obligations when
22 he is financially able to do so.
23

24 36. Answering the allegations in paragraph A, at
25 page 11 of the Notice, Judge Aaron denies generally and
26 specifically each and all of said allegations, except that Judge
27 Aaron admits the allegations of the word "You" at page 11,
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1 line 10, and from "failed" through "April 2000" at page 11,
2 line 10-16.

3 37. Answering the allegations in paragraph B.1, at
4 page 11 of the Notice, Judge Aaron denies generally and
5 specifically each and all of said allegations, except that Judge
6 Aaron admits the allegations from "You" through "1996" at
7 page 11, lines 17-20, that the County of Fresno commenced the
8 legal action described in said paragraph, and that the County of
9 Fresno levied execution of judgment to obtain payment of
10 delinquent taxes, penalties, and costs; and alleges that Judge
11 Aaron no longer owns an airplane and that all delinquent personal
12 property taxes on the Cessna airplane that he once owned have
13 been paid.
14

15 38. Answering the allegations in paragraph B.2, at
16 pages 11-12 of the Notice, Judge Aaron denies generally and
17 specifically each and all of said allegations, except that Judge
18 Aaron admits the allegations from "You" through "1998" at
19 page 11, lines 23-24, and that the County of Fresno commenced the
20 legal action and levied execution as described in said paragraph.
21 Judge Aaron further alleges that he was delinquent on payment of
22 personal property taxes levied on a small, 33 year old boat, that
23 the taxes, including penalties, totaled less than \$200, and that
24 all personal property taxes owed to the County of Fresno have
25 been paid.
26
27
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1 39. Answering the allegations in paragraph B.3, at
2 page 12 of the Notice, Judge Aaron admits the allegations
3 contained therein, and alleges that all personal property taxes
4 owed by him have been paid.

5 40. Answering the allegations in paragraph C, at
6 page 12, lines 8-16, of the Notice, Judge Aaron admits the
7 allegations contained therein, and he alleges that Mr. Bates and
8 his attorney knew that the \$50,000 check was not covered by good
9 funds when he gave the check to Mr. Bates' attorney, that Judge
10 Aaron has made some payments on the Bates' obligation, and that
11 Judge Aaron explained to Mr. Bates and his attorney that the
12 check would be good only if he received the proceeds of a loan
13 for which he had an applied.

14 41. Answering the allegations in paragraph C.1, at
15 page 12 of the Notice, Judge Aaron admits the allegations
16 contained therein.

17 42. Answering the allegations in paragraph C.2, at
18 page 12 of the Notice, Judge Aaron denies generally and
19 specifically each and all of said allegations, except that Judge
20 Aaron admits the allegations from "During" through "forthcoming"
21 at page 12, lines 23-25.

22 43. Answering the allegations in paragraph C.3, at
23 page 13 of the Notice, Judge Aaron admits the allegations
24 contained therein and alleges that Judge Aaron told Mr. Bates
25 ///

1 that the check would be good when a loan Judge Aaron was
2 attempting to obtain to refinance his home closed.

3 44. Answering the allegations in paragraph C.4, at
4 page 13 of the Notice, Judge Aaron admits the allegations
5 contained therein and alleges that Judge Aaron was told by
6 Republic Mortgage that Republic Mortgage would refinance the home
7 of Judge and Mrs. Aaron with a new loan of \$370,000 and that the
8 refinancing would close during the week of March 31, 1997, and
9 alleges that the loan failed to close through no fault of Judge
10 Aaron.
11

12 45. Answering the allegations in paragraph C.5, at
13 page 13 of the Notice, Judge Aaron admits the allegations
14 contained therein.
15

16 46. Answering the allegations in paragraph C.6, at
17 pages 13-14 of the Notice, Judge Aaron denies generally and
18 specifically each and all of said allegations, except that Judge
19 Aaron admits the allegations from "During" at page 13, line 23,
20 through "up" at page 14, line 1.
21

22 47. Answering the allegations in paragraph C.7, at
23 page 14 of the Notice, Judge Aaron admits the allegations
24 contained therein.

25 48. Answering the allegations in paragraph D, at
26 page 14, lines 13-25, of the Notice, Judge Aaron denies generally
27 and specifically each and all of said allegations, except that
28

1 Judge Aaron admits the allegations from "On approximately
2 April 24" through "residence" at page 14, lines 13-24.

3 49. Answering the allegations in paragraph D.1, at
4 pages 14-15 of the Notice, Judge Aaron admits the allegations
5 contained therein.

6 50. Answering the allegations in paragraph D.2, at
7 page 15, lines 8-14, of the Notice, Judge Aaron admits the
8 allegations contained therein; and, answering the allegations in
9 the last sentence of said paragraph, Judge Aaron is informed and
10 believes and thereon alleges that he made at least one payment on
11 account of the obligation described therein and, therefore, he
12 denies generally and specifically each and all of said
13 allegations.
14

15 51. Answering the allegations contained in
16 paragraph D.3, at page 15, lines 16-21, of the Notice, Judge
17 Aaron admits the allegations contained therein; and, answering
18 the allegations in the last sentence of said paragraph, Judge
19 Aaron is informed and believes and thereon alleges that he made
20 at least one payment on account of the obligation described
21 therein and, therefore, he denies generally and specifically each
22 and all of said allegations.
23

24 52. Answering the allegations in paragraph D.4, at
25 page 15 of the Notice, Judge Aaron admits the allegations
26 contained therein, and Judge Aaron is informed and believes and
27
28 ///

1 thereon alleges that he made at least one payment on account of
2 the obligation described therein.

3 53. Answering the allegations in paragraph E, at
4 page 15, line 26-page 16, line 3, of the Notice, Judge Aaron
5 admits the allegations contained therein and Judge Aaron alleges
6 that, when he purchased the piano, he was told that, if he did
7 not want it after he received delivery, Roland would rescind the
8 transaction and pick up the piano from Judge Aaron's home; that
9 Judge Aaron decided to rescind the purchase; that he telephoned
10 Roland in Los Angeles to rescind and was told that Roland would
11 have its branch in Hanford pick up the piano; that no one from
12 Roland came to pick up the piano; and that, if Roland had picked
13 up the piano, Judge Aaron would gladly have given it to them.
14

15 54. Answering the allegations in paragraph E.1, at
16 page 16 of the Notice, Judge Aaron has no information or belief
17 sufficient to enable him to answer the allegations contained
18 therein, and placing his denial upon such lack of information and
19 belief, denies generally and specifically each and all of said
20 allegations.
21

22 55. Answering the allegations in paragraph E.2, at
23 page 16 of the Notice, Judge Aaron denies generally and
24 specifically each and all of said allegations, except that Judge
25 Aaron admits the allegations from "On approximately December 17"
26 through "December 28, 1998," at page 16, lines 7-10.
27

28 ///

1 56. Answering the allegations in paragraph E.3, at
2 page 16 of the Notice, Judge Aaron denies generally and
3 specifically each and all of said allegations, except that Judge
4 Aaron admits the allegations from "Roland" through "it" at
5 page 16, lines 12-14.
6

7 57. Answering the allegations in paragraph E.4, at
8 page 16 of the Notice, Judge Aaron denies generally and
9 specifically each and all of said allegations, except that Judge
10 Aaron admits the allegations from "On July 2" through "owing" at
11 page 16, lines 17-20.
12

13 58. Answering the allegations in paragraph E.5, at
14 page 16 of the Notice, Judge Aaron admits the allegations
15 contained therein.
16

17 59. Answering the allegations in paragraph E.6, at
18 page 17 of the Notice, Judge Aaron admits that the check
19 described in said paragraph did not clear his bank, and he has no
20 information or belief sufficient to enable him to answer the
21 other allegations contained therein, and, placing his denial upon
22 such lack of information and belief, denies generally and
23 specifically each and all of said allegations.
24

25 60. Answering the allegations in paragraph E.7, at
26 page 17 of the Notice, Judge Aaron admits the allegations
27 contained therein.
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61. Answering the allegations in paragraph E.8, at page 17 of the Notice, Judge Aaron admits the allegations contained therein.

62. Answering the allegations in paragraph E.9, at pages 17-18, of the Notice, Judge Aaron admits the allegations contained herein.

63. Answering the allegations at page 18, lines 4-6, of the Notice, Judge Aaron has no information or belief sufficient to enable him to answer the allegations contained therein, and, placing his denial upon such lack of information and belief, denies generally and specifically each and all of said allegations.

Count Six

64. Answering the allegations at page 18, lines 8-15, of the Notice, Judge Aaron has no information or belief sufficient to enable him to answer the allegations contained therein, and, placing his denial upon such lack of information and belief, denies generally and specifically each and all of said allegations.

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1 65. Answering the allegations at page 18, lines 16-17,
2 of the Notice, Judge Aaron denies generally and specifically each
3 and all of said allegations.

4 Dated: February 14, 2002

THE SAPIRO LAW FIRM

6
7 By:


David A. Sauers

8 Attorneys for Respondent
9 The Honorable James I. Aaron

10 (1169.01:88:vy)
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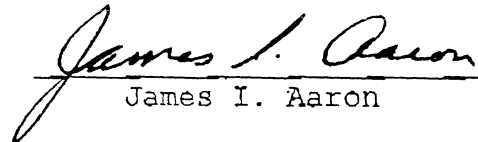
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VERIFICATION

I, Judge James I. Aaron, declare as follows:

1. I am the Respondent in this matter. I have read the verified Answer and know the contents thereof, and the same is true to the best of my knowledge, information, and belief.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this verification is executed on February 14, 2002, at Fresno, California.


James I. Aaron

(1169.01:08:vy)

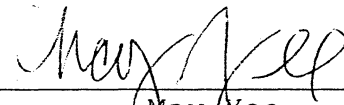
1 PROOF OF SERVICE BY HAND DELIVERY

2 I am over the age of eighteen years and not a party to
3 the above-entitled action. My business address is 711 Van Ness
4 Avenue, Suite 440, San Francisco, California 94102-3270. On
5 February 19, 2002, I served the within VERIFIED ANSWER, by
6 personally delivering to and leaving at the offices of the
7 following persons a true copy of said document:
8

9 Jay Linderman, Staff Counsel
10 Commission on Judicial Performance
11 455 Golden Gate Avenue, Suite 14400
 San Francisco, CA 94102-3660

12 I declare under penalty of perjury under the laws of
13 the State of California that the foregoing is true and correct.

14
15 Dated: February 19, 2002



May Yee

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17 (1169.01:88:vy)
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