

PUBLIC ADMONISHMENT OF FORMER COMMISSIONER ROBERT DRIESSEN

The Commission on Judicial Performance ordered Former Commissioner Robert Driessen publicly admonished, pursuant to article VI, section 18(d) of the California Constitution and commission rule 113, as set forth in the following statement of facts and reasons found by the commission:

STATEMENT OF FACTS AND REASONS

Former Commissioner Robert Driessen [hereinafter Commissioner Driessen] was a commissioner for the San Bernardino County Superior Court from 2021 through 2024.

Commissioner Driessen, who told a litigant that he was an “authority higher than God,” issued an improper restraining order, modified orders made by other judges, denied fee waivers based on his own contempt for fee waiver recipients, ordered an undetermined amount of cash be donated to charity in a dissolution matter, and cut up drivers’ licenses to make a point. Regarding the limits of judicial authority and a judicial officer’s obligation to adhere to the law, the commission has stated, “The public expects and embraces the concept that a judge shall be faithful to the law. This is so fundamental to a system of justice that it serves as a basic cornerstone of public confidence.” (*Inquiry Concerning O’Flaherty* (2004) 49 Cal.4th CJP Supp. 1, 25, quoting from the special masters’ report.) The commission found that, from December 2022 through April 2024, Commissioner Driessen abused his authority and failed to perform his duties impartially, competently, and diligently, and to dispose of judicial matters fairly, as exemplified below.

1. *Barbara E. Patterson v. David L. Hanson*

Commissioner Driessen presided over the small claims matter of *Barbara E. Patterson v. David L. Hanson* (No. SCVA2300952), on May 23, June 5, and July 20, 2023.

The *Patterson* matter was set for trial on May 23, 2023. Barbara Patterson, who traveled from Sacramento, California, appeared in person. David Hanson was not present and had previously called the court to say that he was ill and would not be present on May 23, 2023. Commissioner Driessen told Ms. Patterson that someone had called her the day before to let her know that the matter would be continued. Ms. Patterson stated that she did not receive a call from the court and was not aware that the matter would be continued.

Ms. Patterson stated that Mr. Hanson knew that she was flying down for the appearance, and wanted to proceed with a prove-up hearing. Commissioner Driessen said that, if he went forward with a prove-up hearing, Mr. Hanson would be able to vacate the default later, so he intended to continue the matter. Commissioner Driessen told Ms. Patterson that she could make a telephonic appearance at the next hearing. Commissioner Driessen proposed a short continuance during the following exchange.

THE COURT: I'm not proposing that we set this out for a long period of time, because he's going to be sick from -- or be better from this illness, *whether it's true or not, that's up for debate*. But I'm thinking is [sic] we put this over for a week or two. I'm not saying that we're putting this over for months.

MS. PATTERSON: Good.

THE COURT: I'm literally saying that we, literally, put this over just for a short period of time so that he's healthy and he either appears or he doesn't. *I'll be the first to say is [sic] if he claims he's sick again, I'm not going to grant a continuance because I'm not going to believe him.*

MS. PATTERSON: He works for a hospital.

THE COURT: *Whether he is sick or not again.*

MS. PATTERSON: He works for a hospital --

THE COURT: Right.

MS. PATTERSON: -- and most of his friends are doctors.

(R.T. 6:16-7:5, italics added.)

Prior to Commissioner Driessen casting doubt on the veracity of Mr. Hanson's illness, Ms. Patterson had not suggested that he was not being truthful about being ill. Commissioner Driessen continued the matter until June 5, 2023, and stated that the court would provide notice to Mr. Hanson.

On June 5, 2023, Ms. Patterson was present in court, but Mr. Hanson was not present. Commissioner Driessen proceeded with a default prove-up hearing. Commissioner Driessen told Ms. Patterson that she could have appeared telephonically. Ms. Patterson stated that she appeared in person because she felt she would be “at an extreme disadvantage” if she appeared telephonically and Mr. Hanson appeared in person. (R.T. 11:28.) Ms. Patterson testified that Mr. Hanson owed her \$2,481 for expenses incurred after a canceled trip to Hawaii. Commissioner Driessen awarded Ms. Patterson \$2,739, which included court costs. On June 9, 2023, the court mailed the entry of judgment to the parties.

On June 30, 2023, Mr. Hanson filed a motion to vacate the judgment, which was set for hearing on July 20, 2023. On July 11, 2023, Ms. Patterson requested a continuance, due to the financial burden of traveling from Sacramento. On July 12, 2023, Commissioner Driessen denied the motion to continue.

Commissioner Driessen presided over Mr. Hanson’s motion to vacate the judgment on July 20, 2023. Mr. Hanson stated that he tested positive for COVID on May 22, 2023, and called the court to inform them that he would not be present on May 23, 2023, for the small claims trial.

Ms. Patterson stated that Mr. Hanson repeatedly said he would repay her. She stated that once he sent money to her through Walmart, but then he withdrew the money. She asked that Mr. Hanson be required to pay the judgment through the Sheriff’s Office, because she believed he would stop payment on a personal check.

Mr. Hanson said that he sent an email to Ms. Patterson on June 23, 2023, stating that he would pay the court judgment if she sent him an email “promis[ing] not to bother my friends and families anymore.” (R.T. 21:4-5.)

Commissioner Driessen denied with prejudice the motion to vacate the default judgment. He suggested Mr. Hanson obtain a certified check and return to court that day with proof. The following exchange then occurred.

MR. HANSON: I’m willing to give her a check today for that judgment amount.

THE COURT: No[,] I understand.

MR. HANSON: Yes.

THE COURT: And here’s the problem that I foresee.

MR. HANSON: Okay.

THE COURT: Okay? And I'm just going to be fully honest with you.

MR. HANSON: Sure.

THE COURT: If you give her a personal check.

MR. HANSON: Yes.

THE COURT: Okay? *I foresee she's going to claim there's some issue.*

MR. HANSON: Claim what? I'm sorry.

THE COURT: *There's going to be some issue.*

MR. HANSON: Oh, some issue. Okay.

THE COURT: Okay? If you give her a certified check and if you show me you're giving a certified check here in court today and I give you time, you can come back in the afternoon --

MR. HANSON: Okay.

THE COURT: -- whatever you want. Is [*sic*] I will sign that satisfaction of judgment, whether she cashes that certified check or whatever she does with it.

MR. HANSON: Okay.

THE COURT: That's on her. But if it's a certified check or quite frankly, if you want to go to the bank and just literally get cash, I don't know. I think it still exists. You can give her cash.

MR. HANSON: Okay.

THE COURT: So[,] I mean, that will end the case as far as your [sic] concerned today is if you want. *The problem is if you give a personal check, trust me, I know what's going to happen.*

MR. HANSON: Yes.

THE COURT: *Is [sic] something's going to come back and say there's whether it's true or not, I don't even know.*

(R.T. 24:16-25:24, italics added.)

Ms. Patterson stated that she used an online bank and had difficulty accepting cash. Commissioner Driessen suggested that she could accept a certified check, cashier's check, or money order. Ms. Patterson responded that her bank would not accept a money order, but would accept a cashier's check. After discussing how much time it would take Mr. Hanson to obtain the cashier's check, the following exchange occurred.

MR. HANSON: Okay. I do have a request.

THE COURT: Sure.

[MR. HANSON]: Of Plaintiff, Ms. Patterson. I would like some kind of a letter from her to say that she will not contact the friend, and she knows who I'm talking about.

THE COURT: *I'll do you one better.*

MR. HANSON: Okay.

THE COURT: If you pay her --

MR. HANSON: Okay.

THE COURT: *-- I will order her not to do it.*

MR. HANSON: Okay. All right.

THE COURT: Okay?

MS. PATTERSON: Your Honor, my church has ordered me to talk to her.

THE COURT: *I'm ordering you not -- I'm a higher authority than God. Okay?*

MS. PATTERSON: Well, I don't know what I can do.

THE COURT: *I can take away your money.*

MS. PATTERSON: I've sent an email to her already.

THE COURT: *And God can do whatever in the afterlife, but my order is going to be is if you contact them, the judgment's going to reverse and you're going to owe him the money.*

MS. PATTERSON: Who is this person he's talking about?

THE COURT: *Just don't contact anyone that he's associated with. Just let --*

MS. PATTERSON: But we have mutual -- we have mutual friends.

THE COURT: -- this chapter in your life end.

MS. PATTERSON: What do I do with the mutual --

THE COURT: Okay.

MS. PATTERSON: -- friends?

THE COURT: So[,] sir, sir, so if you want -- are you going to come back before noon or after 1:30?

MR. HANSON: I'll try to come back before noon.

THE COURT: Okay. All right. So I'll see you all --

MS. PATTERSON: Well, then, I'll --

THE COURT: -- sometime before noon.

MR. HANSON: You can call any of our former classmates. That's okay with me. Okay. Thank you.

THE COURT: Court will be in recess.

(R.T. 27:17-29:3, italics added.)

After an hour-and-twenty-minute recess, Mr. Hanson returned with a cashier's check in the amount of \$2,739. Ms. Patterson asked that the case not be closed for five days, to ensure that the check cleared her bank. The following exchange then occurred.

THE COURT: I understand. [¶] . . . [¶] I understand. So[,] understand is [*sic*] I am keeping jurisdiction of this pursuant to 664.6. And the main reason why I'm keeping jurisdiction of this is again, *I'm ordering you, ma'am, do not contact anyone and disparage the Defendant about this. Move on.*

MS. PATTERSON: I have not disparaged him to anyone.

THE COURT: *Just don't because I'm making this abundantly clear is otherwise, part of my order is that you're going to have to pay that money back to the Defendant if that happens, okay? So[,] just do not. Move on with your life. Cash the check, go back to Sacramento, and move on.*

MS. PATTERSON: Can I make a statement, Your Honor?

THE COURT: No, ma'am. Good luck to all of you.

MS. PATTERSON: He perjured himself this morning. He perjured himself this morning. He lied to the Court. I will file a complaint.

(Proceedings adjourned at 11:47 a.m.)

(R.T. 29:15-30:3.)

Ms. Patterson said she would file a complaint “against the commissioner because he is being -- he is being discriminatory to a woman.” A bailiff or court officer interrupted Ms. Patterson and told her, “We’re done.”

Mr. Hanson presented no evidence that Ms. Patterson made disparaging remarks about him, the substance of the alleged remarks, when they were made, or to whom they were conveyed.

The commission found that Commissioner Driessen abused his authority by issuing an unlawful restraining order against Ms. Patterson, without evidence to support it or required due process, in violation of canon 3 (duty to perform the duties of judicial office impartially, competently, and diligently), canon 3B(2) (duty to be faithful to the law regardless of partisan interests, public clamor, or fear of criticism, and to maintain professional competence in the law), canon 3B(7) (duty to accord to every person who has a legal interest in a proceeding, or that person’s lawyer, the full right to be heard according to law), canon 3B(8) (duty to dispose of all judicial matters fairly, promptly, and efficiently, and to manage the courtroom in a manner that provides all litigants the opportunity to have their matters fairly adjudicated in accordance with the law), canon 2 (duty to avoid impropriety and the appearance of impropriety in all of a judicial officer’s activities), canon 2A (duty to respect and comply with the law and act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary), and canon 1 (duty to uphold the integrity and independence of the judiciary, and participate in establishing, maintaining, and enforcing high standards of conduct, and personally observe those standards so that the integrity and independence of the judiciary is preserved).

The commission further found that Commissioner Driessen abused his authority by retaining jurisdiction over the *Patterson* case without legal authority. Commissioner Driessen cited Code of Civil Procedure section 664.6, which did not apply to a default judgment.¹

The commission rejected Commissioner Driessen’s argument that he possessed authority for his actions, because small claims courts are courts of equity. A small claims court generally has jurisdiction over any action for the

¹ Section 664.6 of the Code of Civil Procedure allows a court to dismiss a case without prejudice and retain jurisdiction to enforce a settlement agreement between the parties until performance is complete. In *Patterson*, there was no settlement agreement, the motion to vacate the judgment had been denied with prejudice, and the judgment had been satisfied.

recovery of money in which the demand does not exceed \$12,500 if the action is brought by a natural person, or \$6,250 if the claimant is other than a natural person. (Code Civ. Proc., §§ 116.220(a)(1), 116.221.) A small claims court has jurisdiction for an injunction or other equitable relief (rescission, restitution, reformation, or specific performance) only when a statute expressly authorizes a small claims court to award that relief. (Code Civ. Proc., § 116.220(a)(5) and (b).)

Commissioner Driessen's order required Ms. Patterson to refrain from a particular act (contacting Mr. Hanson's associates), which requires a specific authorizing statute that was not present in *Patterson*.

The commission found that Commissioner Driessen's unlawful restraining order against Ms. Patterson, in conjunction with disrespectful comments about her, conveyed the appearance of bias and embroilment against Ms. Patterson, in violation of canon 3B(5) (duty to perform judicial duties without bias or prejudice, and not, in the performance of judicial duties, engage in speech, gestures, or other conduct that would reasonably be perceived as bias, prejudice, or harassment). Commissioner Driessen's intemperate remark that he was "a higher authority than God" also reflected discourtesy, in violation of canon 3B(4) (duty to be patient, dignified, and courteous to litigants and others with whom a judicial officer deals in an official capacity).

The commission found Commissioner Driessen's comment that he would not believe Mr. Hanson in the future conveyed discourtesy and the appearance of prejudgment, bias, and embroilment, in violation of canons 3B(4), 3B(5), 2, 2A, and 1.

On February 14, 2024, Presiding Judge Lisa M. Rogan sent Commissioner Driessen a complaint filed by Ms. Patterson and asked him to respond. Ms. Patterson alleged that Commissioner Driessen issued a gag order, prohibiting her from speaking to anyone in Loma Linda, California; that he said he was a higher authority than God; that he was annoyed at Ms. Patterson for appearing in person; and that she was not awarded travel expenses for the first appearance, as promised by him. Ms. Patterson also inquired how long the "gag order" would be in effect, because she wished to speak to friends and church members without fear that penalties would be imposed on her.

Commissioner Driessen responded to the complaint, in writing, on February 28, 2024. In his response, he made false or misleading statements, as illustrated below.

- a. In his written response to Judge Rogan, Commissioner Driessen said that, on May 23, 2023, Ms. Patterson stated that Mr. Hanson was “untruthful about being sick.” This purported statement by Ms. Patterson is not reflected in the recording or transcript.
- b. Commissioner Driessen told Judge Rogan that Ms. Patterson stated that she “wanted to appear in person as she believed it would lead to a more favorable outcome for her.” At the default prove-up hearing, Ms. Patterson stated that she appeared in person because she felt she would be “at an extreme disadvantage” if she appeared telephonically and Mr. Hanson appeared in person. (R.T. 11:28.)
- c. Commissioner Driessen told Judge Rogan that, on July 20, 2023, Ms. Patterson “agreed she received the written notice” of the continued hearing. The transcript shows that she said she was given notice, but not what type of notice. She “assum[e]d” that the court had sent Mr. Hanson a letter or the forms that showed the continuance. She did not say that she received any paperwork from the court.
- d. Commissioner Driessen told Judge Rogan that, on July 20, 2023, Ms. Patterson “insisted that she was going to continue to disparage Mr. Hanson and her church required her to do so,” and that she “made clear that she desired to continue to speak badly of Mr. Hanson and her church required her to do so.” The record does not reflect that Ms. Patterson said she intended to disparage Mr. Hanson. In fact, Ms. Patterson denied disparaging Mr. Hanson. In response to Commissioner Driessen’s order not to contact one unidentified friend, Ms. Patterson said her church had directed her to talk to the person.
- e. Commissioner Driessen told Judge Rogan that, on July 20, 2023, Ms. Patterson “became very disruptive” and was “very argumentative” throughout the hearing. The record does not support these statements. Ms. Patterson expressed confusion and distress over the no-contact order, but was not disruptive.
- f. Finally, Commissioner Driessen told Judge Rogan that, on July 20, 2023, when Mr. Hanson gave Ms. Patterson the check, “she screamed that she was going to file a complaint against me as I was discriminatory towards women.” As Commissioner Driessen adjourned proceedings, Ms. Patterson asked to be heard. When Commissioner Driessen denied her request to be heard, Ms. Patterson said Mr. Hanson had perjured himself and that she would file a complaint. The audio recording reflects that, as she was leaving, she said she would file a complaint “against the commissioner because he is being -- he is being discriminatory to a woman.” The audio recording does

not reflect that she screamed. Moreover, she accused Commissioner Driessen of being discriminatory towards her, a woman – not all women.

The commission found that Commissioner Driessen's response to Judge Rogan regarding Ms. Patterson's complaint mischaracterized the factual record, in violation of canons 2, 2A, and 1.

2. *S.J. v. DC Auto Craft Inc., Tang and S.J. v. Beverly Coachcraft Inc., Thompson*

Commissioner Driessen presided over the small claims matters of *S.J. v. DC Auto Craft Inc., Tang* (No. SCVA2304030) [hereinafter *DC Auto Craft*] and *S.J. v. Beverly Coachcraft Inc., Thompson* (No. SCVA2304031) [hereinafter *Beverly Coachcraft*] on January 25, 2024. S.J. alleged damage to his vehicle, a Bentley GT Speed, as the basis for the small claims matters. S.J. filed fee waiver applications in both cases, and noted his receipt of Medi-Cal benefits in his fee waiver applications. A fee waiver had previously been granted in *Beverly Coachcraft*, by a different judicial officer. On January 25, 2024, after calling the *DC Auto Craft* case, the following exchange occurred.

THE COURT: Alright, so, sir, a couple of things going on here. So, first off is -- are you gonna want to come back next week for your fee waiver hearing? Or do we want to just have that today?

S.J.: We can have it today, but the only documentation that I can show you is hardship documentation from my employer and my university.

THE COURT: No, I understand, and without getting into it, because it's usually a closed hearing, is -- *it's highly unlikely that you're going to be granted the fee waiver.*

S.J.: Okay, one case was already granted the fee waiver.

THE COURT: I understand and if you want me to re-address that case because I can re-address that case based on the knowledge of your income. *And I can undo that fee waiver, which probably it should have never been granted.* So, we can certainly re-dress [sic] that case at this time if you want to.

S.J.: No. Knowledge of what income? What are you referring to? And, actually this should be in private.

THE COURT: Okay, we'll have everyone come out. So, everyone out of the courtroom other than the plaintiff, other than plaintiff. Give me the other case, just give me the number. Okay, that's fine.

THE COURT: Alright, so we have emptied the courtroom. We're going to have the fee waiver hearing on this case. *I'm also going to address the fee waiver that was granted on the other case as well, which based on the information that the court has is [sic], was erroneously done.* So, I am going to deny the fee waiver at this point on the other case as well. So, if you have any evidence or testimony for me in the fee waiver, I'm happy to hear it at this time, sir.

S.J.: First of all, Judge, I'd like to ask --

THE COURT: I'm a commissioner.

S.J.: Commissioner. Your grounds for dismissing that, you referenced income referenced earlier. What income are you --

THE COURT: I've gone through the files, based on the information in the files, is [sic] the fee waiver should not have been granted. So, that is what I'm basing it on.

S.J.: Okay, I'm not prepared for a fee waiver hearing, because that was scheduled for the 29th and I was told this one was granted. So, you're kind of --

THE COURT: Well, you told me you wanted to proceed with the fee waiver hearing today, because you didn't want to come back.

S.J.: Yeah, but she asked me if I had documentation, which I told her no because I was not prepared for it, but I can prove --

THE COURT: That's fine. So, how much do you make a month?

S.J.: Zero.

THE COURT: Okay. What kind of, what car do you have? What assets do you have?

S.J.: What car do I have?

THE COURT: Yes, sir. What do you own? What do you drive?

S.J.: I drive a Bentley.

THE COURT: Okay. What year?

S.J.: 2008.

THE COURT: Okay. Do you own or do you rent?

S.J.: I rent.

THE COURT: Okay. What's your rent?

S.J.: \$4,300.

THE COURT: Okay. Anything else, sir?

S.J.: Yeah, I was laid off from my position with United Health Care. I --

THE COURT: Okay. When did that occur?

S.J.: I am a participant in Medi-Cal. I'm a participant in --

THE COURT: Okay, when were you laid off, sir?

S.J.: Let's see. I want to say, November of last year.

THE COURT: Okay, anything else?

S.J.: Recipient of Medi-Cal, recipient of EBT.

THE COURT: Okay. Alright, so I am going to deny the fee waiver for both cases.

S.J.: Based on?

THE COURT: Based on the hearing. So, I am denying the fee waiver for both cases, okay. So, you have to pay the fee. Is [sic] I'm going to give you today to pay the fees on both cases or both cases are going to be dismissed with prejudice. Good luck to you, sir. We can reopen the courtroom.

S.J.: I want to exercise my right to have this heard by a judge.

THE COURT: Sir, that's not an option. Good luck to you, sir. We're going to reopen the courtroom.

S.J.: It is an option.

THE COURT: Sir, you can go to the clerk's office or you're free to sit in the audience.

(01-25-24 F6 - 1 OF 2 Audio, 00:42-4:44, italics added.)

At 2:05 p.m. Commissioner Driessen recalled the cases and made the following ruling.

-- matters are in conjunction with each other. They are the [S.J.] matters. Both of these matters -- the court did hold a fee waiver hearing previously, as the court did decline fee waivers on both of them based on the circumstances of the plaintiff. The court did indicate to the plaintiff that he had to pay the fee today. The plaintiff did indicate he was not going to pay the fee. So, the court is going to dismiss both of these matters *with prejudice*.

(01-25-24 F6 - 2 OF 2 Audio, 00:00-00:36, italics added.)

S.J. never indicated that he was not going to pay the fees, as Commissioner Driessen stated on the record. Commissioner Driessen dismissed both cases with prejudice, which was also documented in the *Beverly Coachcraft* and *DC Auto Craft* minute orders for January 25, 2024. On form FW-008, the order denying the fee waiver, Commissioner Driessen stated that the reason for the denial was “income & expenses.”

At the end of the morning calendar, Commissioner Driessen discussed fee waivers in the following exchange with the court staff, after hearing *William Lennick v. Got Wood Carpentry*, No. SCVA2304032.

THE COURT: Sorry you had to watch this day.

UNKNOWN VOICE 1: [laugh]

UNKNOWN VOICE 2: It was a good day for her to watch.

UNKNOWN VOICE 1: Yeah.

THE COURT: *I will tell you right now, the door guy, he lost when he didn't pay his fees.*

UNKNOWN VOICE: He didn't pay his fees?

THE COURT: *Fee waiver. Done. I don't care what you say at that point.*

(Fontana F6 01-25-24 1130-1149 AM Audio, 18:38-19:00, italics added.)

In *Lennick*, the plaintiff sued for damage to his residence front door. The court had previously granted a fee waiver in that matter. The fee waiver was not at issue during the hearing.

The commission found that Commissioner Driessen exhibited bias, prejudgment, and abuse of authority, based on Mr. Lennick's exercise of his right to a fee waiver. The commission further found that Commissioner Driessen's comments (“he lost when he didn't pay his fees” and “Fee waiver. Done. I don't care what you say at that point.”) made after the *Lennick* appearance also conveyed the appearance of bias, prejudgment, and abuse of authority against S.J., for exercising his right to a fee waiver. In both circumstances, Commissioner Driessen violated canons 3B(5), 3, 3B(2), 2, 2A, and 1.

“The right of an indigent civil litigant to proceed in forma pauperis is grounded in a common law right of access to the courts and constitutional principles of due process. ‘[R]estricting an indigent’s access to the courts because of his poverty ... contravenes the fundamental notions of equality and fairness which since the earliest days of the common law have found expression in the right to proceed in forma pauperis.’ ” (C.S. v. W.O. (2014) 230 Cal.App.4th 23, 30 [trial court improperly required more documentation than was required regarding public assistance benefits in two fee waiver matters], citing *Cruz v. Superior Court* (2004) 120 Cal.App.4th 175, 185.) Waivers of court fees are available to ensure that “all persons have access to the courts without regard to their economic means.” (Gov. Code, § 68630(a).)² At a fee waiver hearing, a court “must generally limit itself to inquiring about the genuineness of the claim of receiving [public] benefits.” (C.S. v. W.O., *supra*, at p. 33.)

In his response to the commission, Commissioner Driessen acknowledged that S.J. was entitled to fee waivers. S.J. was statutorily entitled to a fee waiver, pursuant to section 68632(a) of the Government Code, as his fee waiver applications were based on his receipt of Medi-Cal. By advancing *Beverly Coachcraft*, and revoking the fee waiver in that matter, Commissioner Driessen denied S.J. proper notice and due process, and violated section 68634(e)(5), which requires 10 days’ notice and specific reasons why a fee waiver is being denied. By asking S.J. questions about his vehicle and the amount of his rent, Commissioner Driessen violated section 68536(b), which prohibits requiring submission of information that is not related to the criteria for eligibility and application requirements set forth in sections 68632 and 68633. By requiring S.J. to immediately pay fees or have the cases dismissed with prejudice, S.J. violated sections 68634(g) and 68636(e), which allows payment within 10 days, after an application is denied.

² The process by which an indigent person gains access to the courts by applying for and obtaining a waiver of court fees and costs is governed by Government Code sections 68630 to 68641. All applications for an initial fee waiver must be on Judicial Council form “Request to Waive Court Fees” (FW-001) and signed under penalty of perjury. (Gov. Code, § 68633(a).) The form does not require applicants who receive the specified public benefits to provide income or expense information, and section 68634 prohibits the clerk from requesting information not required on the form. (Gov. Code, § 68634(b).) The court is required to grant an initial fee waiver if the applicant receives specified public benefits, including Medi-Cal, Food Stamps, and IHSS. (Gov. Code, §§ 68632(a), 68634(e)(1); see also Cal. Rules of Court, rule 3.55.)

The commission found that Commissioner Driessen's conduct constituted an abuse of authority and a deprivation of litigants' right to access to the courts and due process, in violation of canons 3, 3B(2), 3B(4), 3B(5), 3B(8), 2, 2A, and 1. The commission found that Commissioner Driessen denied the *DC Auto Craft* fee waiver application, and revoked the *Beverly Coachcraft* fee waiver, for a purpose other than the faithful discharge of his judicial duties and demonstrated bad faith, bias, and embroilment.

The commission further found that Commissioner Driessen was predisposed to deny the *DC Auto Craft* fee waiver application, and revoke the *Beverly Coachcraft* fee waiver, based on S.J. possessing a 2008 Bentley vehicle, in violation of canons 3B(5), 3, 3B(2), 2, 2A, and 1. Before the hearing began, Commissioner Driessen told S.J., "[I]t's highly unlikely that you're going to be granted the fee waiver." When S.J. stated that a fee waiver had been granted in *Beverly Coachcraft*, Commissioner Driessen stated that he could "undo" that fee waiver and that "probably it should have never been granted." Commissioner Driessen stated that he was denying the fee waivers before receiving any evidence or asking S.J. any questions about the criteria for his fee waiver applications. Commissioner Driessen disregarded S.J.'s statements that he was not prepared to address the fee waivers and proceeded with the hearing. Commissioner Driessen also disregarded S.J.'s statements that he received Medi-Cal and EBT.³ Commissioner Driessen asked S.J. several questions about his car and disregarded his statements about having been laid off from his job.

The commission found that Commissioner Driessen's mischaracterization that S.J. indicated that he would not pay the fees was not supported by the record, and violated canons 2, 2A, and 1.

3. *Ion Darmancev v. Edwins Towing & Truck Service, Inc.*

Commissioner Driessen presided over the small claims matter of *Ion Darmancev v. Edwins Towing & Truck Service, Inc.* (No. SCVA2303261), on January 23, 2024. Mr. Darmancev sought damages for storage costs in excess of statutorily allowable costs. At the beginning of the hearing, Mr. Darmancev stated that he had three videos, which would take approximately 20 minutes to play. The following exchange then occurred.

THE COURT: We're not going to do twenty minutes.

³ Electronic Benefit Transfer (EBT) cards are used for CalFresh, CalWORKS, and other public assistance benefits in California.

THE PLAINTIFF: I understand that. I can have -- there's excerpts I have like excerpts where the important part is.

THE COURT: We can do smaller portions. I'm telling you right now, we won't do twenty minutes. So[,] we'll do what the important parts of the video are, but we will not do twenty minutes.

(R.T. 4:17-24.)

Mr. Darmancev explained that Edwins Towing & Truck Service towed his 2012 Volvo VNL semi-tractor from the Village Grove Shopping Center, on August 24, 2024. Mr. Darmancev stated that he did not see a no-parking sign when he entered the lot. The tow company allegedly refused to provide a written towing authorization, demanded cash or payment by Zelle, refused to provide an itemized invoice prior to payment, would not provide an explanation of the charges, did not provide any of the required tow notices, and told him one price, but charged another. Mr. Darmancev then explained that he had permission from Jose, the night manager of the Walmart, to park his vehicle in the lot. Commissioner Driessen questioned Mr. Darmancev, as follows.

THE COURT: Okay. What were you doing at the shopping center?

THE PLAINTIFF: So[,] I parked there, and I had to leave town. I have priorly [*sic*] talked to the guy at Walmart, and he said it's fine as long as it's not bothering any of his delivery trucks. I've parked --

THE COURT: Who was that, that you spoke with?

THE PLAINTIFF: I don't -- I think his name was Jose (ph.), it starts with a J. But I didn't get anything in writing. He was just kind of like a handshake type of thing, because I have my number on the side of the truck as well.

THE COURT: Okay. So --

THE PLAINTIFF: So[,] that if you ever need it just --

THE COURT: -- so[,] after the car was towed, you went back and talked to Jose and said, Jose, what's going on here?

THE PLAINTIFF: Well, it was towed, I had to get I get it out. And then after --

THE COURT: Right. And then after you got it out, you went to Jose and said, Jose, what's going on here, you said, I could park it?

THE PLAINTIFF: He said, yeah, we're not going to ask to tow it. That's what he said. He said, it wasn't me that asked [to] tow it.

THE COURT: Okay. So[,] you never went back and talked to Jose?

THE PLAINTIFF: No, I did after, and he said it wasn't me. Maybe someone else asked, but it wasn't me.

THE COURT: Okay. And what is his authority?

THE PLAINTIFF: Who, Jose?

THE COURT: Yes.

THE PLAINTIFF: He was just like the acting night manager at the time. He didn't own -- he doesn't own the parking lot.

THE COURT: So[,] he didn't have authority to give you the ability to park there?

THE PLAINTIFF: Well, I don't -- I don't know. He just said it's -- we're not going to ask to tow it. I mean, anyone -- I believe anyone that leases from the shopping center has the authority to call and say, hey, this is impeding our business.

THE COURT: Okay.

THE PLAINTIFF: But that doesn't necessarily mean they're the only ones, I guess.

THE COURT: Okay. So[,] you were going to go out of town, but then you came back five hours later, six hours later? Where did you go out of town?

THE PLAINTIFF: No, I came back on -- on -- when I got back into town, that's when I found out it was gone.

THE COURT: So[,] you were going to leave this car overnight?

THE PLAINTIFF: Yeah.

THE COURT: *You think that was a great decision?*

THE PLAINTIFF: It's -- so it's a semi-tractor. Every vehicle has to be parked somewhere overnight.

THE COURT: So[,] this isn't a normal vehicle, this is a semi-tractor that you parked there overnight?

THE PLAINTIFF: Yes.

THE COURT: Okay. And the only reason why you thought he could do it is some unknown person named Jose that didn't have authority to, gave you parking [sic]?

THE PLAINTIFF: He didn't say he would tow it. And there is no sign on the entrance that says, hey, you can't park here.

(R.T. 6:17-8:23, italics added.)

Mr. Darmancev explained how he was overcharged and provided the court with statutory authority for the tow company's violations. He stated that the tow company's daily storage rate was listed at \$82.00 per day, but should have been \$65.00, per statute. Additionally, he was charged for storage of eight days, but the vehicle was only stored for seven. Mr. Darmancev was reportedly charged for two and a half hours of towing for a distance of five miles, but provided evidence

(Google maps) that showed the time from the tow location to the tow yard was 10 minutes. Finally, Mr. Darmancev stated the type of vehicle towed was a C Class, but he was charged for the more expensive D Class. Mr. Darmancev offered the statement of Officer Gutierrez of the California Highway Patrol (CHP), who is in charge of towing issues at the local CHP office. Allegedly, Officer Gutierrez confirmed all of the above overcharges and issues. Allegedly, Officer Gutierrez told Mr. Darmancev that his only recourse was civil court for reimbursement. Mr. Darmancev provided Officer Gutierrez's phone number and email to the court. Mr. Darmancev also alleged that the defendant refused to take payment via credit card and only agreed to do so after Mr. Darmancev called 911 and had police respond. Finally, Mr. Darmancev alleged that the defendant refused to provide proof of written authority for the tow and an itemized statement of charges before payment. Both items are required by the Vehicle Code, which Mr. Darmancev provided to the court. Instead, the tow company reportedly gave Mr. Darmancev a sticky note with an amount and told him that, if he did not follow their rules, they would not release the vehicle.

Mr. Darmancev played approximately three to four minutes of the videos he brought. The videos reflected that a tow company employee clearly stated, and repeated, that they do not accept credit cards, and only accept cash and Zelle. Mr. Darmancev also used the videos to show that the times reflected on the invoice did not match what was discussed by the tow company's employee.

The defense case was presented by Javier Gonzalez, the owner of the tow company. He provided an invoice, an authority to tow and a photo of the vehicle near a "no overnight parking" sign. Mr. Gonzalez stated that the vehicle was a Class D vehicle, but offered no explanation beyond that. He further stated, "[T]he rates that are posted on the wall are our rates. They're approved by the State of California for class A, class B, class C, and class D." (R.T. 17:10-13.) He then stated, "And that's it from me." (R.T. 17:21.)

On rebuttal, Mr. Darmancev stated that he had never seen, nor been provided with, the "authority to tow" document that was provided to the court by Mr. Gonzalez. Mr. Gonzalez then interrupted and said, "Here, you can have it." (R.T. 18:4.) Mr. Darmancev reiterated, "This is the first time that I'm seeing it now." (R.T. 18:6.) Mr. Darmancev attempted to describe the paperwork he had been given at the tow yard (in order to prove the document had not been provided previously), and said, "I can find it in the video." (R.T. 18:14.) Commissioner Driessen interrupted and said, "I understand. I heard you. You've made it very clear of what you purport that you were given." (R.T. 18:15-16.) Mr. Darmancev said the document did not reflect who asked for the vehicle to be towed and identified the

document as merely an Edwin's Towing document that did not provide the statutorily required information.

Commissioner Driessen made no further inquiry of the defendant, concluded the hearing, and took the matter under submission. Mr. Gonzalez presented no defense for the alleged overcharges; the excessive charges for the storage costs of \$82.00 instead of \$65.00; the additional day that the vehicle was charged for storage; the excessive towing time; or the failure to provide the statutorily required documents. Commissioner Driessen's decision stated:

Plaintiff parked his semi-tractor in a commercial parking lot on August 24, 2023. Plaintiff planned to leave the semi tractor there for about a week. Right next to where Plaintiff parked his semi-tractor is a posted sign stating overnight parking is not authorized and vehicles which violate this are subject to being towed. Plaintiff claims he talked to an individual named "Jose" who might be a night manager for Walmart. According to Plaintiff, "Jose" told Plaintiff he could park his semi-tractor there for a week. Plaintiff has nothing in writing and can no longer locate "Jose" who provided this alleged oral authorization. Plaintiff's semi-tractor was towed by Defendant based upon a valid written authorization to tow. Plaintiff paid for the tow and storage fee via a credit card. Plaintiff claims his semi-tractor was towed illegally and he was overcharged. [¶] As Plaintiff has failed to meet his burden, the Court finds in the favor of the Defendant (Edwins Towing & Truck Service Inc.) and Plaintiff (Ion Darmancev) is to take nothing from this action.

(Minute Order, p. 1.)

Mr. Darmancev presented no evidence that Jose could not be located, as Commissioner Driessen stated in his decision. The facts indicated that Mr. Darmancev contacted Jose after the incident. Allegedly, Jose stated that he never requested the vehicle towed, which supported Mr. Darmancev's assertion that there was no legal authorization to tow. The commission found that Commissioner Driessen's representation of the facts in his decision contradicted the record, in violation of canons 2, 2A, and 1. The commission found that Commissioner Driessen's failure to address any of the overcharges, without any defense of those charges presented, further conveyed the appearance of bias, and a failure to make a neutral finding or application of the law, in violation of canons 3B(5), 2, 2A, and 1.

The commission found that Commissioner Driessen's commentary throughout the hearing, such as questioning why Mr. Darmancev was at the shopping center, where he went when he left town, his conversation with "an unknown person named Jose," asking "You think that was a great decision," and his failure to similarly question Mr. Gonzalez conveyed discourtesy and the appearance of bias and embroilment, in violation of canons 3B(5), 3B(4), 2, 2A, and 1.

4. *Cecil Howell v. Edwins Towing, Inc.*

Commissioner Driessen presided over a trial de novo in the small claims matter of *Cecil Howell v. Edwins Towing, Inc.* (No. SCVA2302684), on February 21, 2024. Mr. Howell initially filed a complaint against Edwins Towing on November 15, 2021, in No. SCVA2103303. Commissioner Driessen dismissed that case without prejudice on February 28, 2022. Mr. Howell refiled the complaint on July 31, 2023, in No. SCVA2302684. Commissioner Cecilia H. Joo presided over the trial, on December 18, 2023, and entered a judgment in favor of Mr. Howell, for \$1,780.

At the February 21, 2024 trial de novo, Mr. Howell represented himself and Javier Gonzalez again represented Edwins Towing. Mr. Howell explained that, on the night of the tow, he did not have cash, and asked to pay with a credit card. Mr. Howell stated that, when he called the towing company, they told him they do not take credit cards, and accepted cash only. The employee refused to accept the credit card, which caused the vehicle to remain in storage for three days. Mr. Howell played two recordings: one recording of his telephone call and a second recording of his interaction with a towing company employee when he picked up his vehicle. The employee said, "We don't take credit cards. I told you over the phone when you called." The employee again stated, "I told you so many times that we don't take credit cards. I don't know how many times I have to tell you." Mr. Howell also provided complaints from other people who were similarly denied the ability to pay for tow services with a credit card.

Mr. Howell stated he was seeking the statutory amount of four times the amount of the tow, because the towing company would not accept a credit card.⁴ He also requested reimbursement for costs in the following exchange.

MR. HOWELL: So[,] that times four. And then plus, you know, I have to make copies. I had to drive here. So I --

⁴ A person operating a storage facility who refuses to accept a valid credit card or who fails to post the required notice is civilly liable to the registered owner of the vehicle for four times the amount of the towing and storage charges. (See Veh. Code, § 22658(k)(4).)

and the cost of filing. And so[,] put --

THE COURT: *But you didn't pay anything to file this?*

MR. HOWELL: I didn't?

THE COURT: No, sir.

MR. HOWELL: Okay. Well, whatever the, I guess, court costs, I don't know.

THE COURT: *There are no court costs for you, sir.*

MR. HOWELL: Okay. Well, so whatever -- so that's what's inside this amount.

THE COURT: Okay.

MR. HOWELL: Four times the amount of the tow, plus the gas. And I didn't put the previous gas, but I did put it -- because I've come back and forth now four --

THE COURT: Sir --

MR. HOWELL: -- times.

THE COURT: -- *that's not something you're entitled to.*

(R.T. 10:9-28, italics added.)

Mr. Gonzalez testified that he offered to reimburse Mr. Howell the cost of the tow, which Mr. Howell did not accept, because he wanted four times the amount. Mr. Gonzalez stated that his business does accept credit cards, but did not explain why Mr. Howell was not allowed to use a credit card.

In rebuttal, Mr. Howell said that the defendant never offered to reimburse him the costs and that he had an email to prove it, because Mr. Howell tried to settle the case with him. Commissioner Driessen immediately stopped Mr. Howell and said that he could not consider negotiations. Mr. Howell pointed out that the defendant had been allowed to present an offer to negotiate, and he wanted to rebut it.

Commissioner Driessen then told Mr. Howell that he would not consider either Mr. Gonzalez's statement, or Mr. Howell's email disproving the offer.

Commissioner Driessen then concluded the hearing. Commissioner Driessen's decision in the February 21, 2024 minute order states:

Plaintiff's car was towed outside his residence on or about November 6, 2021. Plaintiff concedes that his vehicle was lawfully towed. However, Plaintiff claims that when he went to pick up the vehicle he was told he could not use a credit card and had to pay in cash. Plaintiff returned about three days later and claims that again he was told he needed to pay in cash and could not use a credit card. Plaintiff agrees that he did not suffer any monetary damages but seeks four times the amount of the towing and storage charges pursuant to Vehicle Code section [22658](k)(4). As Plaintiff failed to meet his burden, the Court finds in the favor of the Defendant (Edwins Towing Inc.) and Plaintiff (Cecil Howell) is to take nothing from this action.

(Minute Order, p 1.)

Presiding Judge Lisa M. Rogan asked Commissioner Driessen to respond to Mr. Howell's March 12, 2024 complaint, which alleged that Commissioner Driessen was biased against him. Mr. Howell stated that he was only required to show that the defendant violated the Vehicle Code by failing to accept a credit card payment. In his response to Judge Rogan, Commissioner Driessen stated that "Mr. Howell did an inadequate job of presenting his claim and meeting his standard of proof." Commissioner Driessen also stated that Mr. Howell's claim was time-barred by a one-year statute of limitations, although his decision does not reflect that a statute of limitations was the basis for finding in favor of the defendant.

The commission found that Commissioner Driessen's comments to Mr. Howell about not paying filing fees, in conjunction with his January 25, 2024 comments in *Lennick* regarding fee waiver recipients, conveyed the appearance of bias and embroilment, in violation of canons 3, 3B(2), 3B(5), 3B(4), 3B(8), 2, 2A, and 1.

5. *Olivier Smith v. Marcus Smith*

Commissioner Driessen presided over a trial in the dissolution matter of *Olivier Smith v. Marcus Smith* (No. FAMVS1600427), on March 6, 2024. Attorney

Janis Hilke represented the petitioner, and attorney Lance Kennix represented the respondent. The respondent was incarcerated in state prison and was not present.

Mr. Kennix cross-examined the petitioner about the value of her jewelry, and asked for the basis for believing that the jewelry retained its retail value. The petitioner stated the price of gold had gone up “significantly.” (R.T. 55:13.) In response, Commissioner Driessen stated that he was taking judicial notice of the price of gold. (See R.T. 55:17-23.)

The petitioner testified that there had been \$80,000 in cash in a safe that the respondent took from their residence. Ms. Hilke requested that the value of community assets, including the cash, be split evenly between the parties. Mr. Kennix argued that some of the cash had been obtained from illegitimate sources. Mr. Kennix objected to including the cash in the settlement, on the basis that it would be inappropriate “to award ill-gotten materials to any party.” (R.T. 62:17.) Commissioner Driessen made the following ruling, in part.

As to the safe, in the trial briefs as well as in listening here, it's ranged from anywhere from \$70,000 to \$150,000. I find 100 percent of that money, if it ever did exist, all to be from elicit [sic] gains. I am going [sic] order Mr. Smith to return those funds into a trust account that this Court can operate. And those funds, if they are ever recovered, are going to go to either a women's shelter or to prevent child trafficking, based on his crimes. So[,] he is ordered to recoup those funds into a trust account and they will go to a charity. I do not find that any of those funds, quite frankly, belong to any of the parties. So that is the order.

As far as the two trucks with the trailers, is [sic] I do find that they were purchased after the property. More likely than not, were purchased with the elicit [sic] funds from Mr. Smith, with his elicit [sic] gains from the pimping, but that's neither here nor there. Since I don't have anything on that, is [sic] they are going to be deemed the petitioner's sole and separate property. And certainly, the only thing I could have heard from, from him -- Mr. Smith, is that they were purchased from the elicit [sic] funds, which we all know they were. But that's neither here nor there.

(R.T. 68:7-69:1.)

Ms. Hilke asked for clarification of the ruling in the following exchange.

MS. HILKE: Okay. And the cash issue, mister owns a home. Is the Court going to impose some type of a lien on that home for that money to come back to the Court?

THE COURT: Sure.

MS. HILKE: I mean, the Court would do that, or we would do that?

THE COURT: It's up to the parties. But ultimately, is [*sic*] at least the Court is going to find \$80,000 at some point needs to go into a trust account to be distributed to charity.

MS. HILKE: That's not --

THE COURT: The Court isn't going to take any action on that.

MS. HILKE: So[,] if he never does it, nothing is going to happen to him? So[,] the only way to see that he does it is for her to pay me to do a lis pendens or something like that?

THE COURT: That would be correct.

(R.T. 70:18-71:8.)

Commissioner Driessen stated, in the March 6, 2024 minute order: "Court orders money taken by Marcus Smith from the home safe be put in a trust fund and donated to a charity involving domestic violence/victims of trafficking."

The commission found that Commissioner Driessen's order to donate an undetermined (and possibly nonexistent) amount of money to charity was an abuse of authority, in violation of canons 3, 3B(2), 3B(5), 3B(8), 2, 2A, and 1.

The commission found that Commissioner Driessen's comments about Mr. Smith purchasing vehicles with money obtained from pimping were gratuitous and speculative, and conveyed the appearance of embroilment and bias against Mr. Smith, in violation of canons 3B(5), 3B(4), 2, 2A, and 1.

The commission also found that Commissioner Driessen abused his authority by taking judicial notice of the price of gold, and violated canons 3, 3B(2), 2, 2A, and 1. In his response to the commission, Commissioner Driessen said he used the term judicial notice as a “colloquial reference to the commodity.” Judicial notice is not a colloquial expression – it is a legal term that refers to a court’s ability to recognize certain facts as true without needing formal evidence. The price of gold is not a matter that may be judicially noticed pursuant to section 452 of the Evidence Code. Moreover, Commissioner Driessen failed to attribute an actual price. No party requested that Commissioner Driessen take judicial notice of the price of gold, and he did not provide an opportunity to present information on the subject, as required by section 455 of the Evidence Code.

6. *P.S. v. A.O.*

Commissioner Driessen presided over the paternity matter of *P.S. v. A.O.* (No. FAMBA2203307), on April 17, 2024. Attorney Sharon Brunner represented P.S., and A.O. represented herself. A.O. had filed an ex parte request to return the minor child to the mother, as P.S. had not returned the child after the last visit.

Ms. Brunner had a practice of not stipulating to Commissioner Driessen in matters where a stipulation to a commissioner was required; however, stipulation to a commissioner is not required for ex parte matters.

Ms. Brunner argued that the ex parte should not be heard, because a separate domestic violence temporary restraining order (TRO) had been issued against A.O. (No. FAMBA2400967), which superseded the paternity court’s prior visitation order. The TRO had been issued by a different judicial officer. The TRO restrained A.O. from having any contact with P.S., D.C. (the girlfriend of P.S.), S.S. (four-month-old son of P.S. and D.C.), and L.O. (three-year-old son of P.S. and A.O.). The TRO also included a Child Custody and Visitation Order which identified L.O. as the child of the parties, and specifically granted sole physical and legal custody to P.S. and denied A.O. visitation with L.O. until further order of the court. A full hearing on the DVRO request was calendared for May 1, 2024, before a different judicial officer.

Commissioner Driessen reviewed the TRO and made a nunc pro tunc order to remove L.O, S.S., and D.C. (two minor children and the girlfriend of P.S.) as protected parties. Ms. Brunner objected to the TRO modification in the following exchange.

THE COURT: So[,] there is supposed to be the exchange of the children. They were not supposed to be protected

parties. That looks to be an error. And[,] so[,] at this point, if I'm doing the math --

MS. BRUNNER: Your Honor, if I can be heard on this?

THE COURT: You're owed eight days, ma'am.

MS. BRUNNER: May I be heard?

THE COURT: No.

MS. BRUNNER: For the record, may I be heard?

THE COURT: In one second. So[,] the child is to be turned over to the respondent forthwith. Forthwith means today. And what's going to happen is you're going to be able to keep the child for an additional eight days. So[,] what that means is when it comes time on the 25th, when there should have been an exchange, you're going to hold on to the child for eight more days. And then the exchange will then happen as they are supposed to happen within the order. [¶] Whenever you're ready to be heard.

MS. BRUNNER: Thank you, [Y]our Honor. There is a case called *Malinowski*. And that case indicates the Court should not make any changes to any custody orders that have been ordered, absent a hearing. Now, the Court is assuming and presuming that the Court did not include the minor child. I'm not sure how the Court can do that. The evidence in this indicates that the child is a protected party under this. And if the Court were to look at the facts that underline [*sic*] the domestic violence restraining order, it would find that the child was at risk. The child was at risk of mother's violent actions. The child witnessed that. That is not in the child's best interest. [¶] There is simply a scribes [*sic*] error on this, and I believe the Court that ordered it --

MS. ORTEGA: Objection.

MS. BRUNNER: -- should be the party that interprets it, not this Court[,], who is presuming what the judge ordered. So[,], at this time, [Y]our Honor I'm asking that for the protection of the child, that this Court not make those orders. It's going to result in another ex parte from my client, for the protection of this child.

THE COURT: Understood. That is the order of the Court. [¶] Ma'am, please make sure you do a finding and order. Even without the finding and order, the child is to be turned over forthwith. That means today. Good luck to all of you.

(R.T. 6:17-8:9, italics added.)

On April 17, 2024, Supervising Judge Guy A. Bovée contacted Commissioner Driessen by email to inquire about this matter. He asked Commissioner Driessen to respond to a complaint that he modified a TRO issued by another judge to allow the restrained party to have custodial time with a protected party, without a noticed hearing and without the TRO matter being before him. In his response, Commissioner Driessen questioned "whether there should be a DV TRO as the restrained party in [sic] mother's boyfriend and the main protected party is mother's ex," so there was no required domestic violence relationship between the parties. Commissioner Driessen wrote, "First counsel who is making the complaint was irritated when I pointed out that I would hear the ex-parte as a commissioner is entitled to decide ex parte motions for orders and writs (Code Civ. Proc., § 259, subd. (a)[]) and she was not able to non-stip to me."

Judge Bovée responded that the protected party was the father and the restrained party the mother. Commissioner Driessen wrote, "Yes, I am mistaken, the restrained party is mother. Counsel stated the restrained party was new boyfriend and I saw [A.O.] and read it as being Allen." At the hearing, Ms. Brunner did not state that the restrained party was a new boyfriend, as Commissioner Driessen represented to Judge Bovée.

In his response to the presiding judge, Commissioner Driessen stated:

The record is clear that Ms. Brunner was the one who was heated, irritated that she did not get her way with 1. Trying to illegally remove the case from my department without her filing a 170.6; and 2. Then when it was clear that I found the inconsistency she was hoping that I would not

find, she started interrupting me and becoming visibly annoyed.

(Response to PJ, p. 10.)

The commission found that Commissioner Driessen abused his authority by modifying the TRO that had been issued by another judicial officer, without a noticed hearing and without the TRO matter being before him, in violation of canons 3, 3B(2), 3B(5), 3B(8), 2, 2A, and 1. The nunc pro tunc power is limited to correcting clerical errors, not judicial errors. “The distinction between clerical error and judicial error is whether the error was made in rendering the judgment, or in recording the judgment rendered.” (*Sannmann v. Department of Justice* (2020) 47 Cal.App.5th 676, 683 [citations and internal quotation marks omitted].) “It is not proper to amend an order nunc pro tunc to correct judicial inadvertence, omission, oversight or error, or to show what the court might or should have done as distinguished from what it actually did.” (*W. Shield Investigations & Sec. Consultants v. Superior Court* (2000) 82 Cal.App.4th 935, 950, citing *Hamilton v. Laine* (1997) 57 Cal.App.4th 885, 891.) Commissioner Driessen’s modification of the TRO amounted to a change in custody and did not correct a mere clerical error.

The commission found that Commissioner Driessen’s treatment of Ms. Brunner in court and his statements about her to Judge Bovée and the presiding judge, and mischaracterizations of the record conveyed the appearance of embroilment, bias, and retaliation for not stipulating to him as a commissioner, in matters where a stipulation is required, in violation of canons 3B(5), 2, 2A, and 1.

7. *Cesar J. Mariscal v. Claudia O. Carrillo*

Commissioner Driessen presided over the small claims trial of *Cesar J. Mariscal v. Claudia O. Carrillo* (No. SCVA2301092), on May 25, 2023. The matter concerned a traffic collision that occurred in February 2023. Both parties were self-represented.

The plaintiff presented his case to the court without interruption. The defendant was in the midst of her presentation when the plaintiff interrupted to answer a question posed by the court to the defendant. Commissioner Driessen told the plaintiff that it was not his time to speak. The defendant then completed her presentation and provided the court with paperwork to support her case. Commissioner Driessen asked the defendant about a \$400 payment, when the plaintiff again interrupted. Commissioner Driessen again told the plaintiff that it was not his turn to speak. The defendant finished answering his question, when the following exchange occurred.

THE COURT: And, so, I just want to get the information right. So, the light, according to you, turned green. Is [sic] the plaintiff start to proceed and then stopped suddenly and then you hit his rear bumper?

MS. CARRILLO: That's correct.

THE COURT: Okay.

MR. MARISCAL: That's negative.

THE COURT: Sir, go have a seat. I'm going to give this information back to you, ma'am. Ma'am, you're gonna be free to leave. Ma'am, you're free to leave.

MS. CARRILLO: Thank you.

THE COURT: Alright, do we have another case? Alright, we'll be in a brief recess.

(Fontana F6_20230525-1048_Mariscal v Carillo Audio, 10:44-11:32.)

After hearing another case, Commissioner Driessen recalled the *Mariscal* case 30 minutes later. Mr. Mariscal had been waiting in the hallway, but Ms. Carrillo had left the courthouse. After recalling the *Mariscal* case, Commissioner Driessen stated the following.

For the record is [sic] I did allow Ms. Carrillo to leave. Mr. Mariscal continued to interrupt the proceedings. Is [sic] I had heard all the evidence is [sic] I didn't allow Mr. Mariscal at that point because of his interruptions to clarify or correct anything. Is [sic] I am going to allow Mr. Mariscal to clarify or correct anything at this time.

(Fontana F6_20230525-1127_Mariscal v Carillo Audio, 3:25-3:51.)

Mr. Mariscal stated that Ms. Carillo came "out of nowhere" and hit him, causing his car to go 10 to 15 feet. He denied that he stopped suddenly prior to the collision. After hearing Mr. Mariscal, Commissioner Driessen made the following finding.

I did look at all the evidence in this matter. Is [sic] the evidence where it showed the damage to your vehicle does not align at all with what you just stated for the record. Is in fact it, I am highly confident that this was an insurance scam that you're trying to pull where you stop short on the defendant to get her to hit you. She paid you \$400 via Zelle and then you continue to try and collect from the insurance additional money. And, while that was ongoing, you also brought this lawsuit. I'm not going to do anything, but I highly believe that you were trying to scam the defendant and I find in favor of the defendant. Good luck to you, sir.

(Fontana F6_20230525-1127_Mariscal v Carillo Audio, 4:28-5:16.)

The commission found that continuing the small claims trial after telling Ms. Carrillo that she was free to leave, and in the absence of Ms. Carrillo, constituted an improper ex parte communication with Mr. Mariscal, in violation of canon 3B(7) (duty not to initiate, permit, or consider ex parte communications, that is, any communications to or from the judicial officer outside the presence of the parties concerning a pending or impending proceeding, and to make reasonable efforts to avoid such communications).

On October 26, 2023, then-Presiding Judge R. Glenn Yabuno, Supervising Judge Jay Robinson, and then-Administrative Presiding Judge Lisa Rogan met with Commissioner Driessen to discuss his ex parte communication with Mr. Mariscal, as described above. Commissioner Driessen took full responsibility for his actions and expressed remorse.

On November 1, 2023, Commissioner Driessen sent Presiding Judge Yabuno and Judge Rogan an email regarding the *Mariscal* incident. In his email, Commissioner Driessen stated, "I just would like to add and note I do not believe calling it an ex parte communication is fair or accurate. . . . [¶] . . . I informed both parties that I wanted to speak with the plaintiff after he had a seat and time to cool off. I gave the defendant the option to stay or leave, knowing that I would again speak to the plaintiff about the case. Therefore, the defendant had knowledge I was going to speak to the plaintiff again. The defendant consented to me speaking with the plaintiff without her being present by choosing to leave rather than staying [¶] . . . I just want a proper record to be made as the communication I had in open court was not an ex parte communication. . . . I think it needs to be categorized correctly if you plan on putting it in my record."

The commission found that Commissioner Driessen's representations to his supervising judges mischaracterized the record, in violation of canons 2, 2A, and 1. As asserted in his November 1, 2023 email, Commissioner Driessen (1) did not inform the parties that he intended to speak with Mr. Mariscal again; (2) did not give Ms. Carrillo the option of staying; (3) Ms. Carrillo did not know that he was going to speak to Mariscal again; and (4) Ms. Carrillo did not consent to Commissioner Driessen speaking to Mr. Mariscal.

The commission found that, in the *Mariscal* matter, Commissioner Driessen failed to perform the duties of judicial office impartially, competently, and diligently; and violated canons 3, 3B(2), 3B(5), 3B(7), 3B(8), 2, 2A, and 1.

8. *Cutting Up Drivers' Licenses*

On December 22, 2022, while Commissioner Driessen presided over Traffic Court, he used scissors to cut up the drivers' licenses of several defendants who had been ticketed for driving over 100 miles per hour. In his response to the commission, Commissioner Driessen said he believed he was allowed to cut up the licenses and did it to "make a point."

The commission found that destroying the drivers' licenses was an abuse of authority, in violation of canons 3, 3B(2), 2, 2A, and 1. Commissioner Driessen possessed authority to suspend driving privileges, but not to seize and destroy physical licenses.

Commissioner Driessen's conduct, in the eight matters described above, at a minimum, constituted improper action. (Cal. Const., art. VI, section 18, subd. (d).)

Commission members Hon. Lisa B. Lench; Mani Sheik, Esq.; Ms. Leisa Biggers; Mr. Alton L. Garrett, Jr.; Rickey Ivie, Esq.; Ms. Kay Cooperman Jue; Hon. Julia C. Kelety; Hon. Kimberly Merrifield; Mr. Gerald C. Shelton; and Ms. Beatriz E. Tapia voted for the Notice of Tentative Public Admonishment. Commission member Mr. Richard A. Long did not participate.

Date: December 11, 2025