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The Honorable James I. Aaron

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COMMISSION ON
JUDICIAL PERFORMANCE

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FEB 19 2002
Commission on
Judicial Performance

STATE OF CALIFORNIA

BEFORE THE COMMISSION ON JUDICIAL PERFORMANCE

INQUIRY CONCERNING JUDGE JAMES I. AARON No. 164	**VERIFIED ANSWER**

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.

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

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

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

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

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

Count One

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

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

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

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

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

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

10. Answering the allegations in paragraph E, at page 4 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, except that Judge Aaron admits that he informed Mugridge about the first of the two meetings described in the next paragraph.

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

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

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

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

14. Answering the allegations in paragraph I, at page 5 of the Notice, Judge Aaron denies generally and specifically each and all of said allegations, except that Judge Aaron admits that some persons present at the two meetings described in paragraph 11, above, addressed Judge Aaron as "judge" or as "Judge Aaron," and that he informed those present

at said meetings that he was not then acting as a judge or in any way lending the prestige of his office to the investment.

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

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

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

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

Count Two

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Count Three

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

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

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Count Four

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

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

Count Five

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

36. Answering the allegations in paragraph A, at page 11 of the Notice, Judge Aaron denies generally and specifically each and all of said allegations, except that Judge Aaron admits the allegations of the word "You" at page 11,

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line 10, and from "failed" through "April 2000" at page 11, line 10-16.

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

38. Answering the allegations in paragraph B.2, at pages 11-12 of the Notice, Judge Aaron denies generally and specifically each and all of said allegations, except that Judge Aaron admits the allegations from "You" through "1998" at page 11, lines 23-24, and that the County of Fresno commenced the legal action and levied execution as described in said paragraph. Judge Aaron further alleges that he was delinquent on payment of personal property taxes levied on a small, 33 year old boat, that the taxes, including penalties, totaled less than $200, and that all personal property taxes owed to the County of Fresno have been paid.

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39. Answering the allegations in paragraph B.3, at page 12 of the Notice, Judge Aaron admits the allegations contained therein, and alleges that all personal property taxes owed by him have been paid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

54. Answering the allegations in paragraph E.1, at page 16 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.

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

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

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

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

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

60. Answering the allegations in paragraph E.7, at page 17 of the Notice, Judge Aaron admits the allegations 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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65. Answering the allegations at page 18, lines 16-17, of the Notice, Judge Aaron denies generally and specifically each and all of said allegations.

Dated: February 14, 2002

THE SAPIRO LAW FIRM

By:
David A. Sauers

Attorneys for Respondent
The Honorable James I. Aaron

(1169.01:88:vy)

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 4, 2002, at Fresno, California.

James I. Aaron

James I. Aaron

(1169.01:88:vy)

PROOF OF SERVICE BY HAND DELIVERY

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

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

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

Dated: February 19, 2002

May Yee

(1169.01:88:vy)