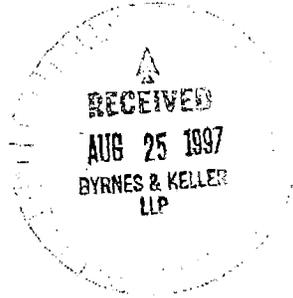


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AUG 25 1997

COMMISSION ON JUDICIAL CONDUCT



BEFORE THE COMMISSION ON JUDICIAL CONDUCT OF THE STATE OF WASHINGTON

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In Re the Matter of:)	NO. 96-2179-F
)	
The Honorable Grant L. Anderson,)	ANSWER
Pierce County Superior Court.)	
)	
)	

COMES NOW, the Honorable Grant L. Anderson, by and through his attorney Kurt M. Bulmer, and Answers the Statement of Charges served upon him August 4, 1997, as follows:

A. GENERAL DENIAL AND ASSERTION OF DEFENSE ON FACTUAL ALLEGATIONS

i. Judge Anderson denies that he has done anything improper. Any assertions or implications contained in the Statement of Charges that he has done anything improper are denied. All assertions of fact or law contained in the Statement of Charges which are not specifically admitted in this Answer are denied.

ii. Judge Anderson asserts the following defense on the factual allegations. Judge Anderson, before he went on the bench, served as the personal representative of an estate. In that capacity he negotiated the sale of a bowling alley business to a Mr. William Hamilton. That sale was based on certain reasonable business assumptions and presumptions about the

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1 operation of a bowling alley business including the cash flow
2 available to operate the business on an annual basis. These cash
3 flow assumptions were a fundamental basis of the agreement. An
4 initial date for the closing of the sale was delayed for reasons
5 beyond the control of the parties. When the sale of the business
6 was eventually closed the cash which had been assumed would be
7 available to operate the business had been diverted by the
8 estate. The estate could not restore the funds to the business.
9 In order to put the parties in their bargained for positions it
10 was agreed to treat the diverted cash as a pay down on a note
11 owed by Mr. Hamilton. The pay down determination occurred under
12 the supervision of an independent attorney and accountant.
13 There was nothing improper about this reasonable cash flow
14 adjustment which resulted in the seller getting what it had
15 bargained for and the buyer getting what he had bargained for.

16 iii. Judge Anderson asserts the following defense on the
17 factual allegations. Judge Anderson and Mr. Hamilton were
18 business acquaintances. Judge Anderson had made available for a
19 number of years to Mr. Hamilton the free use of Judge Anderson's
20 legal and business advice. Mr. Hamilton was appreciative of this
21 and when Judge Anderson purchased a new car Mr. Hamilton sought
22 to show this appreciation by making Judge Anderson a gift of
23 some payments on this car. Judge Anderson initially declined but
24 then agreed when Mr. Hamilton's insisted that Judge Anderson let
25 him make this gift. Neither Mr. Hamilton nor any of his
26 businesses were ever going to be able to appear before Judge
27 Anderson because of the long standing relationship between the
28 two of them. AS such, under the rules of the Public Disclosure

1 Commission, this gift was not required to be listed on Public
2 Disclosure Commission filings.

3 iv. Judge Anderson asserts the following defense on the
4 factual allegations. He expressly denies that the gift of the
5 car payments was a "quid pro quo" for any actions in connection
6 with any alleged reduction in the price paid by Mr. Hamilton for
7 the bowling alley. There was no reduction in price.

8 B. ADMISSIONS AND DENIALS AS TO SPECIFIC SECTIONS AND PARAGRAPHS
9 OF THE STATEMENT OF CHARGES

10 Judge Anderson admits and denies the specific sections and
11 paragraphs of the Statement of Charges as follows:

12 I. JUDICIAL SERVICE

13 1. Paragraph 1 of the Statement of Charges concerning
14 service as a part-time judge is admitted.

15 2. Paragraph 2 of the Statement of Charges concerning Judge
16 Anderson being a Pierce County Superior Court Judge is admitted.

17 II. FACTS SUPPORTING CHARGES

18 3. As to Paragraph 3 of the Statement of Charges, it is
19 admitted that Mr. Hoffman was a longtime client of Judge
20 Anderson, that Mr. Hoffman died in 1989, that Judge Anderson was
21 named as the personal representative and that his work on the
22 estate began in 1989. It is denied that Judge Anderson's
23 "involvement" in the estate continued after he became a Superior
24 Court judge in January, 1993, since "involvement" is an
25 undefined term. It is admitted that after he became a Superior
26 Court judge, Judge Anderson did have some limited contact with
27 the trust established from the assets of the estate, which was
28 closed prior to Judge Anderson going on the Superior Court

1 bench, as well as with the trust's agents in regards to the
 2 bowling alley and other matters to help effectuate an orderly
 3 transition and to provide historical information.

4 4. As to Paragraph 4 of the Statement of Charges, it is
 5 admitted that the estate consisted of various assets including
 6 the three corporations listed and it is further admitted that
 7 Judge Anderson became president of each of the corporations.
 8 Judge Anderson is without knowledge or information sufficient to
 9 form a belief as to the truth of the averment that he remained
 10 president of each of the three corporations throughout 1993, so
 11 it is denied. The minutes and records of the corporations will
 12 show when he ceased to be president and Judge Anderson will
 13 accept whatever those records show as to when he ceased to be
 14 president of each of the corporations.

15 5. As to Paragraph 5 of the Statement of Charges, it is
 16 admitted that he had discussions with William Hamilton about
 17 selling the bowling alley business to Hamilton. It is denied
 18 that these discussions began in "mid-1992" since they began
 19 earlier than that. It is admitted that there is a document dated
 20 September 19, 1992, entitled "Business Acquisition and Lease
 21 Agreement." It is denied that this document is the "culmination"
 22 of the discussions held with Hamilton since both earlier and
 23 later documents as well as oral agreements and common
 24 understandings as to how the bowling alley business operated
 25 were all part of the agreement. It is admitted that Hamilton,
 26 through a corporation known as Pacific Recreation Enterprises,
 27 Inc., (PRE), agreed to buy the operating assets of the bowling
 28 alley for \$300,000 and that part of the terms included a \$50,000

1 down payment with the balance of \$250,000 to be paid over time.
2 It is denied that this was the full agreement since there were
3 other terms and conditions of the agreement.

4 6. As to Paragraph 6 of the Statement of Charges, it is
5 admitted that the sale of the bowling alley closed on December
6 4, 1992, and that PRE paid Pacific Lanes \$50,000 and signed a
7 note for \$250,000 payable to Pacific Lanes. It is denied that
8 the terms of the closing papers "matched" those set forth in the
9 Business Acquisition and Lease Agreement since there is more
10 than one such agreement and since there are differences between
11 those agreements and the final sales agreements.

12 7. As to Paragraph 7 of the Statement of Charges, it is
13 admitted that the note from PRE was pledged as additional
14 security for the loan. Judge Anderson is without knowledge or
15 information sufficient to form a belief as to the truth of the
16 averment that the terms of the existing loan obligated Pacific
17 Lanes to pledge the note, so it is denied. At the time the note
18 was pledged a substantial payment on the principal of the First
19 Interstate Loan was made. Furthermore, the loan was very secure
20 even without the PRE note because the bank was in a first
21 position on the building and land which were worth considerable
22 more than the amount of the note owed to the bank.

23 8. As to Paragraph 8 of the Statement of Charges, it is
24 admitted that Judge Anderson did buy a new car at the end of
25 December, 1992, for approximately \$37,000, financed by a loan
26 from Sound Bank. He paid \$9,000 down on the loan in January,
27 1993, with a check from a law partnership distribution. It is
28 admitted that the terms of the loan required payment of

1 approximately \$800 per month with a payoff over three years.
2 These terms were established on December 24, 1992.

3 9. Paragraph 9 of the Statement of Charges is admitted.
4 Judge Anderson was sworn in as a Superior Court judge on or
5 about January 8, 1993.

6 10. As to Part (a) of Paragraph 10 of the Statement of
7 Charges, it is admitted that after the car purchase loan had
8 been finalized, and completely voluntarily, Mr. Hamilton offered
9 to make a gift of some payments on the car loan and that Judge
10 Anderson agreed to such payments. It is denied that PRE had
11 "just" closed on the purchase of the bowling alley since any
12 such closing had been at least a month before and the terms and
13 understandings reflecting the sale of the business had been in
14 existence for several months before that. Judge Anderson is
15 without knowledge or information sufficient to form a belief as
16 to the truth of the averments that Mr. Hamilton did not make the
17 payments and that PRE made the payments on behalf of Judge
18 Anderson, so they are denied. If PRE made any payments it was
19 done exclusively as a private matter by Mr. Hamilton or others
20 and without the knowledge, control or involvement of Judge
21 Anderson. Additionally, Judge Anderson believes PRE to be a
22 wholly owned closely-held corporation of Mr. Hamilton's so any
23 such payments by PRE would be considered to be Mr. Hamilton's
24 personal funds as the real party in interest. It is expressly
25 denied that payments of approximately \$31,100 were made on
26 behalf of Judge Anderson by PRE or Hamilton.

27 As to Part (b) of Paragraph 10 of the Statement of Charges,
28 it is denied in its entirety except as admitted hereinafter.

1 Judge Anderson never agreed to any "reduction" in the price that
2 PRE or anyone else would pay for the bowling alley operations
3 and no such reduction occurred. It is denied that it was agreed
4 to treat the transaction as having closed in September, 1992.
5 However, it is admitted that for determining the pay down on the
6 principal, and for determining other accounting adjustments
7 which were being made at the same time, it was agreed that the
8 original planned September, 1992, closing date would be treated
9 as the beginning point for the calculations.

10 Further, as to Part (b) of Paragraph 10 of the Statement of
11 Charges, it is admitted that a reduction of principal was made
12 on the note owed to Pacific Lanes when it was ascertained that
13 Pacific Lanes had been paid, and had removed from the bowling
14 alley accounts, funds which the parties understood would be
15 available to the purchaser of the bowling alley. Pacific Lanes
16 could not repay these funds. In a process conducted by
17 independent counsel for Pacific Lanes and the Hoffman Trust and
18 in conjunction with Pacific Lanes' accountant the amount
19 involved was determined. Those persons agreed that the amount of
20 funds which should have been available for use by the purchaser
21 of the bowling alley but which had been obtained and spent by
22 the seller would be treated as a payment of principal on the
23 note. As a result the full amount of the note and sales price
24 was paid and there was no "reduction" in the price.

25 As to Part (c) of Paragraph 10 of the Statement of Charges,
26 it is admitted that initially as a means of providing an orderly
27 transfer and later as a result of administrative oversight Judge
28 Anderson remained the President of Pacific Lanes. It is admitted

1 that Judge Anderson had a fiduciary obligation to the
2 corporation and that he was barred from obtaining personal
3 benefits at the expense of the corporation. Any implication that
4 he did receive personal benefits at the expense of the
5 corporation is denied.

6 11. As to Paragraph 11 of the Statement of Charges and its
7 sub-parts, it is admitted that monthly management fees were paid
8 Judge Anderson's law firm and that these were in addition to
9 legal fees which were charged during this period. It is denied
10 that there was an "after-the-fact" agreement. It is denied that
11 PRE paid \$100,000 less that it was obligated to pay. PRE paid
12 what it was obligated to pay and Pacific Lanes received in full
13 the agreed payment for the bowling alley operations.

14 As to assertions made in sub-part (i): The full payment on
15 the obligation was made in part by a pay down of the principal
16 amount on the loan. This was consistent with the terms of sale
17 including the Business Acquisition and Lease Agreement and other
18 agreements and understanding of the terms of the sale.

19 As to assertions made in sub-part (ii): The pay down on the
20 principal amount of the loan was not contrary to the
21 transactional documents and, in fact, were consistent with the
22 rights and obligations of each of the parties in the
23 transaction. Those obligations and rights included that PRE
24 would make \$250,000 in principal payments and that Pacific Lanes
25 would receive \$250,000 in principal payments.

26 As to assertions made in sub-part (iii): The pay down on
27 the principal amount of the note was not contrary to the Closing
28 Statement signed by Hamilton and, in fact, was consistent with

1 payment of the agreed purchase price of \$300,000.

2 As to assertions made in sub-part (iv): The pay down on the
3 principal amount of the note was not contrary to pledging of the
4 Note to First Interstate since such pay down was consistent with
5 the terms of the note pledged to First Interstate.

6 As to assertions made in sub-part (v): The pay down on the
7 principal of the note was not contrary to the fact that Judge
8 Anderson's firm was paid a managing fee during this period since
9 any such payments occurred as a result of a long standing
10 payment process for payment of the management fees within the
11 estate for Hoffman-Stevenson and its corporations. Payments
12 during this period were specifically accounted for in the
13 process by which the amount of the principal amount pay down was
14 calculated. The pay down on the principal of the note was not
15 contrary to the actions of Hamilton in a management role when in
16 fact Hamilton had paid money in the form of a \$50,000 down
17 payment, made lease payments and made payments for obligations
18 of Pacific Lanes. Hamilton had actively assumed a management
19 role at the bowling alley. He was not treated as the owner and
20 given the benefits of the money earned by the bowling alley. He
21 was given credit for funds which were understood would be
22 available for operation of the bowling alley but which had been
23 transferred out of the bowling alley accounts and spent by
24 Pacific Lanes. Since Pacific Lanes had received the funds which
25 should have been available to PRE and could not repay them, the
26 amount which Pacific Lanes received was treated as a payment of
27 the principal amount of the loan owed by PRE to Pacific Lanes.

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12. As to Paragraph 12 of the Statement of Charges, it is

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1 admitted that both Judge Anderson and Mr. Hamilton assert that
2 the payments for the car were a gift which bore no connection to
3 the purchase of the bowling alley. These are true assertions. It
4 is denied that there was any reduction in the purchase price of
5 the bowling alley. Judge Anderson is without knowledge or
6 information sufficient to form a belief as to the truth of the
7 averment as to how PRE treated any payments made by PRE for
8 bookkeeping or tax purposes, so they are denied. If they were
9 treated as alleged by the Statement of Charges it was done
10 exclusively as a private matter by Mr. Hamilton or others and
11 without the knowledge, control or involvement of Judge Anderson.

12 13. As to Paragraph 13 of the Statement of Charges, it is
13 admitted that Judge Anderson has specifically denied that the
14 car loan payments were tied to the bowling alley transactions or
15 the alleged price reduction. It is denied that there was any
16 price reduction. Judge Anderson denies that the car loan
17 payments were tied to the bowling alley transactions since they
18 were not. It is admitted that Judge Anderson gave the testimony
19 as set forth in Paragraph 13 of the Statement of Charges.

20 As to the portion of this Paragraph 13 which contains
21 portions of an alleged declaration by Judge Anderson's former
22 wife, Judge Anderson is without knowledge or information
23 sufficient to form a belief as to the truth of the averment, so
24 it is denied. Such declaration has been kept secret from Judge
25 Anderson and despite requests for such document he has been
26 denied access to it. Further, any such declaration is a
27 violation of the husband/wife privilege and is inadmissible in
28 this proceeding. Further, the assertions set forth as "facts" in

1 that declaration to the effect that Judge Anderson told her that
 2 the car payments were connected to the bowling alley
 3 transactions are expressly denied.

4 14. As to Paragraph 14 of the Statement of Charges, it is
 5 admitted that the portion of the testimony recited in this
 6 Paragraph 14 is an accurate transcription. It is denied that the
 7 transcript portion provided gives a true picture of the
 8 situation or accurately reflects what was meant by the
 9 testimony. It is expressly denied that there was any "price
 10 reduction." It is admitted that before the end of 1992 and
 11 before Hamilton offered to make some of the payments on Judge
 12 Anderson's car that the oral and written agreements and the
 13 common understandings as to how the bowling alley business
 14 operated were concluded. These served as the basis for the
 15 agreement to treat the funds obtained by Pacific Lanes as a pay
 16 down on the principal of the note.

17 15. As to that portion of Paragraph 15 of the Statement of
 18 Charges relating to a "former partner", Judge Anderson is
 19 without knowledge or information sufficient to form a belief as
 20 to the truth of the averments since the alleged testimony of an
 21 unnamed "former law partner" was taken in secret, without
 22 participation by Judge Anderson in the process and without any
 23 copies having been provided to him, so they are denied. Further,
 24 the quotations cited in Paragraph 15 are subject to
 25 interpretation and expansion and were produced by leading
 26 questions. Further, any implication that any conversations had
 27 with "a former law partner" in spring of 1993 were the first
 28 conversations with such former partner is denied. Further, the

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1 express testimony recited as to the unnamed former law partner
2 is "I don't have a specific date" and, therefore, any
3 implication that the dates or time periods set forth are
4 accurate or precise is denied.

5 As to that portion of Paragraph 15 of the Statement of
6 Charges relating to Mr. Iverson, Judge Anderson is without
7 knowledge or information sufficient to form a belief as to the
8 truth of the averments since the alleged testimony from Mr.
9 Iverson was taken in secret, without participation by Judge
10 Anderson in the process and without any copies having been
11 provided to him, so they are denied.

12 16. Paragraph 16 of the Statement of Charges concerning
13 purchase of the building and land by PRE and the signing of the
14 closing papers by Judge Anderson is admitted.

15 17. AS TO Paragraph of 17 of the Statement of Charges, it
16 is admitted that the estate had been closed and that the assets
17 had flowed into a trust. It is admitted that the trustee of the
18 trust was Stephen Fisher. Judge Anderson is without knowledge or
19 information sufficient to form a belief as to the truth of the
20 averment that the legal owner of Hoffman-Stevenson was Mr.
21 Fisher since it was Judge Anderson's understanding that the
22 trust was the owner, so it is denied. It is admitted that at the
23 time the ground and building were purchased by PRE in the fall
24 of 1993 the car payments were not being made by Judge Anderson.
25 Judge Anderson is without knowledge or information sufficient to
26 form a belief as to the truth of the averment that PRE was
27 making the payments, so it is denied. If PRE was doing so it was
28 without the knowledge or consent of Judge Anderson. It is

1 admitted that Judge Anderson did not tell Mr. Fisher that
2 Hamilton was making car payments for him. It is further admitted
3 that Judge Anderson did not tell Mr. Fisher that PRE was making
4 any such payments since it would have been impossible for Judge
5 Anderson to have done so since he did not know that PRE was
6 making any payments.

7 18. As to Paragraph of 18 of the Statement of Charges, it
8 is admitted that payments were made by Hamilton on the car until
9 May, 1995, and that these payments totaled approximately
10 \$23,000. Judge Anderson is without knowledge or information
11 sufficient to form a belief as to the truth of the averment that
12 PRE was making the payments so it is denied. Judge Anderson
13 believed that Hamilton was making the payments. Further, it is
14 not clear that there is any distinction between Hamilton and
15 PRE.

16 19. As to Paragraph 19 of the Statement of Charges, it is
17 admitted that Hamilton knew in May, 1995, that Judge Anderson
18 and his then wife were in the process of obtaining a
19 dissolution. It further admitted that Hamilton told Judge
20 Anderson that because he knew both of them he did not want to be
21 involved in the divorce. It is further admitted that Hamilton
22 told Judge Anderson that he was going to stop making the loan
23 payments. Any implication by the use of the word "claims" in
24 this Paragraph 19 of the Statement of Charges that Hamilton did
25 not make such statement is expressly denied. It is admitted that
26 a final lump sum payment of approximately \$8,000 was made to the
27 bank and the loan was not due. Judge Anderson is without
28 knowledge or information sufficient to form a belief as to the

1 truth of the averment that PRE made the payment, so it is
2 denied. Judge Anderson believed that Hamilton made the lump sum
3 payment. Any implication that such lump sum payment was made
4 with the permission of or at the request of Judge Anderson is
5 denied since it was done by Hamilton without the prior knowledge
6 or permission of Judge Anderson. Any implication that paying off
7 the loan on which interest was being charged was somehow
8 improper is expressly denied.

9 20. As to Paragraph 20 of the Statement of Charges, it is
10 admitted that Judge Anderson testified that he repaid Hamilton
11 for the \$8,000 lump-sum payment approximately two weeks after
12 the final payment was made to the bank and that such payment was
13 in cash. It is further admitted that this testimony is a correct
14 recitation of the facts. It is denied that Judge Anderson made
15 such payment with the knowledge that PRE may have made such
16 payment. Judge Anderson is without knowledge or information
17 sufficient to form a belief as to the truth of the averment that
18 there are no receipts for the money paid by him to Hamilton,
19 that there are no records existing which show Hamilton or PRE
20 receiving the funds, and that there are no records showing how
21 he obtained at least some of the cash, so they are denied. Judge
22 Anderson admits that he has stated that he obtained the majority
23 of the cash from Ms. Kelbaugh. It is further admitted that this
24 statement by him is a correct recitation of the facts. The
25 assertion that there are no documents showing that Ms. Kelbaug
26 obtain the cash from a bank or any other source is denied since
27 Ms. Kelbaugh has provided a written statement specifically
28 identifying where the funds came from.

1
2 21. As to Paragraph 21 of the Statement of Charges, Judge
3 Anderson is without knowledge or information sufficient to form
4 a belief as to the truth of the averments about Hamilton's
5 acknowledgments about the \$8,000, about Hamilton's testimony
6 taken in a secret Commission deposition, and about what the
7 accounting records of PRE show, so Paragraph 21 is denied in its
8 entirety.

9 22. As to Paragraph 22 of the Statement of Charges, it is
10 admitted that Judge Anderson did not list the gift of the loan
11 payments on his filings with the Public Disclosure Commission.
12 Any implication that he was required to list such payments is
13 expressly denied.

14 III. BASIS FOR COMMISSION ACTION

15 23. Section III, Basis for Commission Action, Paragraph 1,
16 relating to issuing and responding to the Statement of
17 Allegations is admitted.

18 24. As to Section III, Basis for Commission Action,
19 Paragraph 2, it is admitted that the Commission made the
20 probable cause determination recited. It is denied that Judge
21 Anderson violated Canons 1, 2(A), 5(C)(3) or 6(C) of the Code of
22 Judicial Conduct.

23 25. As to Section III, Basis for Commission Action,
24 Paragraph 3, it is admitted that the Commission made the
25 probable cause determination cited. It is denied that Judge
26 Anderson violated the Code of Judicial Conduct. Any "facts"
27 asserted in sub-parts "a" through "g" of this Section III, Basis
28 for Commission Action, Paragraph 3, which are inconsistent with

1 those admitted in other portions of this Answer are denied.

2 As to sub-part "a" of this Section III, Basis for
3 Commission Action, Paragraph 3, it is denied that Judge Anderson
4 violated Canons 1 and 2(A) of the Code of Judicial Conduct.

5 As to sub-part "b" of this Section III, Basis for
6 Commission Action, Paragraph 3, it is denied that Judge Anderson
7 violated Canons 1 and 2(A) of the Code of Judicial Conduct.

8 As to sub-part "c" of this Section III, Basis for
9 Commission Action, Paragraph 3, it is denied that Judge Anderson
10 violated Canons 1 and 2(A) of the Code of Judicial Conduct.

11 As to sub-part "d" of this Section III, Basis for
12 Commission Action, Paragraph 3, it is denied that Judge Anderson
13 violated Canons 1 and 2(A) of the Code of Judicial Conduct.

14 As to sub-part "e" of this Section III, Basis for
15 Commission Action, Paragraph 3, it is denied that Judge Anderson
16 violated Canons 1 and 2(A) of the Code of Judicial Conduct.

17 As to sub-part "f" of this Section III, Basis for
18 Commission Action, Paragraph 3, it is denied that Judge Anderson
19 violated Canons 1, 2(A) and 6(C) of the Code of Judicial
20 Conduct.

21 As to sub-part "g" of this Section III, Basis for
22 Commission Action, Paragraph 3, it is denied that Judge Anderson
23 violated Canons 1, 2(A) and 5(C)(3) of the Code of Judicial
24 Conduct.

25 IV. PROCEDURE FOR RESPONDENT TO ANSWER STATEMENT OF CHARGES

26 26. Section IV, Procedure for Respondent to Answer
27 Statement of Charges, is procedural in nature and requires
28 neither admission nor denial.

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C. RESPONDENT'S FURTHER DENIALS, AFFIRMATIVE DEFENSES, AND REQUEST FOR DISMISSAL

27. Respondent denies that he has done anything improper and puts the Commission to its burden of proof.

28. The burden to prove misconduct rests with the Commission and must be demonstrated by clear, cogent and convincing evidence.

29. Judge Anderson does not have to prove his innocence, the Commission must prove his guilt.

30. The essence of this case is an allegation of a conspiracy between Judge Anderson and Mr. Hamilton to cheat a trust out of funds. The Commission must:

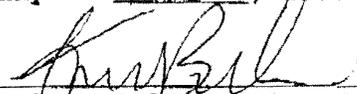
a. Prove by clear, cogent and convincing evidence that the conspiracy asserted by it occurred;

and

b. Must further prove by clear, cogent and convincing evidence that no other reasonable interpretation of the facts is possible.

31. Having done nothing improper, Respondent asks that the charges against him be dismissed and that the Commission take all steps, which at a minimum should be at least consistent with the steps taken by it in the distribution of the Statement of Charges, to advise the public of the dismissal so the Judge Anderson can have some modicum of his honor and integrity restored to him.

Dated this 25th day of AUGUST, 1997.


Kurt M. Bulmer, WSBA 5559,
Attorney for The Honorable
Grant L. Anderson