



**BEFORE THE
STATE COMMISSION ON JUDICIAL CONDUCT**

**IN RE: HONORABLE DAVID B. LEWIS
JUSTICE, FIFTH COURT OF APPEALS
DALLAS, DALLAS COUNTY, TEXAS
CJC No. 15-0122-AP**

**VOLUNTARY AGREEMENT TO RESIGN FROM
JUDICIAL OFFICE IN LIEU OF DISCIPLINARY ACTION**

This Agreement is being entered into by the undersigned parties pursuant to Section 33.032(h) of the Texas Government Code.

WHEREAS at all times relevant hereto, the Honorable David B. Lewis was a Justice on the Fifth Court of Appeals, Dallas, Dallas County, Texas; and

WHEREAS a sworn complaint was filed by the Chief Justice of the Fifth Court of Appeals against Justice Lewis alleging that the judge engaged in conduct that was inconsistent with his obligations as an appellate judge, including, without limitation: failure to perform writ duty; attempting to defer his judicial authority to a staff member; frequent unexplained absences from work; failure to prepare for and participate in *en banc* consideration of cases; exposing the court's computer network to multiple viruses; admitted failure to prepare for oral arguments; improperly committing to specific outcomes of cases during oral argument; combative interactions with staff and colleagues; generally erratic behavior regarding the resolution of cases before the Fifth Court of Appeals; and generally engaged in behavior demonstrating incompetence insofar as his duties as a Justice on the Court of Appeals are concerned; and

WHEREAS upon notice of the Commission's intent to investigate the allegations contained in the sworn complaint, Justice Lewis voluntarily took an indefinite leave of absence from the Court to address a medical condition that was interfering with his duties as a judge; and

WHEREAS pursuant to Misc. Docket No. 15-9241 dated November 19, 2015, Justice Lewis is serving an indefinite suspension from office; and

WHEREAS no Findings of Fact or Conclusions of Law have been made in connection with the above-referenced matter; and

WHEREAS the parties agree that the allegations of judicial misconduct or disability, if found to be true, could result in further disciplinary action against Justice Lewis; and

WHEREAS the parties to this Agreement are desirous of resolving this matter without the time and expense of further disciplinary proceedings; and

IT IS THEREFORE AGREED that Justice Lewis, upon the signing of this Agreement, agrees that he has officially and formally resigned his judicial duties and is entering into this Agreement to resolve the above-referenced complaint in lieu of disciplinary action by the Commission, pursuant to Section 33.032(h) of the Texas Government Code. The Commission agrees that it shall pursue no further disciplinary proceedings against Justice Lewis in connection with the above-referenced matter.

IT IS FURTHER AGREED that, upon the Commission's approval of this Agreement, Justice Lewis shall be forever disqualified from judicial service in the State of Texas, including (a) sitting or serving as a judge, (b) standing for election or appointment to a judicial office, and/or (c) performing or exercising any judicial duties or functions of a judicial officer, including the performance of wedding ceremonies.

IT IS FURTHER AGREED that any violation of this Agreement by Justice Lewis would constitute willful or persistent conduct that is clearly inconsistent with the proper performance of his duties or casts public discredit upon the judiciary or administration of justice in violation of Art. 5, §1-a(6)A of the Texas Constitution, and Section 33.001(b) of the Texas Government Code.

IT IS FURTHER AGREED that the Commission may enforce this Agreement through any legal process necessary, including injunctive relief; that Travis County, Texas, shall be the proper venue for any dispute between the parties or proceeding relating to this Agreement; and that Justice Lewis, individually, shall bear the expense, cost, and any reasonable and necessary attorneys' fees in the event any dispute arising under this Agreement is decided against him by any court or tribunal.

IT IS FURTHER AGREED that Justice Lewis, by his execution of this voluntary agreement, does not admit guilt, fault or liability regarding the matters contained in the complaint referenced above.

AGREED TO AND ACCEPTED upon its execution by the parties.

SIGNED BY:

David B. Lewis
HON. DAVID B. LEWIS

Valerie E Ertz
VALERIE ERTZ, CHAIR
STATE COMMISSION ON JUDICIAL
CONDUCT

Date: 11/10/16

Date: 10-12-16

VERIFICATION

State of Texas §
County of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared **DAVID B. LEWIS**, who by me being first duly sworn, on his oath deposed and said that the above "Voluntary Agreement to Resign from Judicial Office in Lieu of Disciplinary Action" is a true and correct recitation of the facts and accurately reflects his understanding of the terms and conditions of, and voluntary consent to enter into, such Agreement.

SWORN TO BEFORE ME, on this the 17th day of October, 2016.



Roberta A. Louis

NOTARY PUBLIC, IN AND FOR THE
STATE OF TEXAS

APPROVED AS TO FORM:

By: David Lewis
ATTORNEY FOR JUSTICE DAVID B. LEWIS