



FILED
Clerk of the Commission.

Date 12/16/01 In Re Judge No. 83
By Clara Thompson

**BEFORE THE
STATE COMMISSION ON JUDICIAL CONDUCT**

**IN RE: JUDGE DAVID R. GIBSON
INQUIRY No. 83**

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

This Agreement is being entered into by the undersigned parties pursuant to sections 33.001(b) and 33.032(h) of the Texas Government Code.

WHEREAS on July 14, 2000, a complaint (CJC No. 00-1080-CC) was filed with the State Commission on Judicial Conduct (the "Commission") against Judge David R. Gibson, and

WHEREAS on October 12, 2000, a complaint (CJC No. 01-0174-CC) was filed with the Commission against Judge Gibson, and

WHEREAS on April 6, 2001, the Commission instituted formal proceedings against Judge Gibson pursuant to its authority under Article 5, §1-a(8) of the Texas Constitution, and

WHEREAS on November 14, 2001, Examiner's Second Amended Notice of Formal Proceedings was served on Judge Gibson (a true and correct copy of the Notice is attached hereto as **Exhibit A** and incorporated herein for all relevant purposes), and

WHEREAS Examiner and Special Counsel believe there is a preponderance of evidence to substantiate the pending charges against Judge Gibson, which would result in disciplinary action against Judge Gibson, and

WHEREAS no Findings of Fact or Conclusions of Law have been made in the above-referenced action by the Commission, and

WHEREAS Judge Gibson disputes all pending charges (a true and correct copy of Respondent's Amended Answer is attached hereto as **Exhibit B** and incorporated herein for all relevant purposes), and

WHEREAS the parties are desirous of resolving this matter without further time and expense.

IT IS THEREFORE AGREED that Judge Gibson, at the close of business on Tuesday, January 1, 2002, shall voluntarily resign his judicial office in lieu of disciplinary proceedings by the Commission, and the Commission, through Examiner and Special Counsel, agrees that it shall initiate no further disciplinary proceedings against Judge Gibson in connection with the above-referenced action.

IT IS FURTHER AGREED that any violation of this Agreement by Judge Gibson would constitute: willful or persistent conduct that is clearly inconsistent with the proper performance of his duties in violation of Article 5, Section 1-a(6)A of the Texas Constitution and section 33.001(b) of the Texas Government Code; willful or persistent conduct in violation of the Texas Code of Judicial Conduct, including Canon 5(2) of the Code; or a violation of Rules 8.02(b) or 8.04(a)(7) of the Texas Disciplinary Rules of Professional Conduct.

IT IS FURTHER AGREED that any violation of this Agreement by Judge Gibson would be subject to review by the Commission, the State Bar of Texas, the Secretary of State, the Attorney General, or, if the circumstances warrant, the local District Attorney for appropriate action.

IT IS FURTHER AGREED that the Commission may enforce this Agreement through any legal process necessary, including injunctive relief; and that Travis County, Texas, shall be the proper venue for any dispute between the parties or proceeding relating to this Agreement.

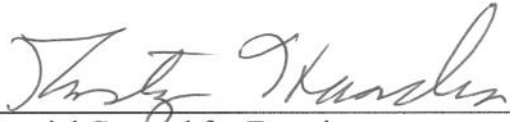
IT IS FURTHER AGREED that this Agreement is not an admission by Judge Gibson of the charges against him in the above-referenced action, any such admission being denied in this compromise and settlement.

IT IS FURTHER AGREED that Judge Gibson shall not discuss the above-referenced action or the terms of this Agreement, directly or indirectly, with any member of the media; nor shall Judge Gibson authorize anyone to speak on his behalf to a member of the media in connection with the above-referenced action or this Agreement, except for his counsel, Coyt Randal Johnston and Ronald W. Breaux. Judge Gibson's counsel may speak publicly only to his legal defenses to the proceeding. Examiners and Special Counsel to the Examiners may publicly respond to statements of Judge Gibson's counsel. Both sides will restrict their comments to legal defenses and to procedures of the Commission and neither side will publicly discuss the facts of the case. In lieu of further statements to the media, the parties will issue a joint press release, a true and correct copy of which is attached hereto as **Exhibit C**, at a mutually agreeable time, on or before January 2, 2002.

IT IS FURTHER AGREED that if, after notice and hearing, it is determined by the Commission that Judge Gibson has violated the terms of this Agreement, information relating to the Commission's investigation and proceedings against Judge Gibson in connection with this action may be released to the appropriate authorities in accordance with Sections 33.032(f) and 33.036 of the Texas Government Code. In addition, the Commission may exercise its Public Statement authority under Article 5, Section 1-a(10).

AGREED TO AND ACCEPTED upon its execution by the parties.

JUDGE DAVID R. GIBSON



Special Counsel for Examiner

Date: _____

Date: 12/06/01



Examiner for the Commission

Date: 12/06/01

VERIFICATION

State of Texas §
 §
County of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared **DAVID R. GIBSON**, 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.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the _____ day of _____, 2001.

NOTARY PUBLIC, IN AND FOR THE
STATE OF TEXAS

IT IS FURTHER AGREED that if, after notice and hearing, it is determined by the Commission that Judge Gibson has violated the terms of this Agreement, information relating to the Commission's investigation and proceedings against Judge Gibson in connection with this action may be released to the appropriate authorities in accordance with Sections 33.032(f) and 33.036 of the Texas Government Code. In addition, the Commission may exercise its Public Statement authority under Article 5, Section 1-a(10).

AGREED TO AND ACCEPTED upon its execution by the parties.

[Signature]
JUDGE DAVID R. GIBSON

[Signature]
Special Counsel for Examiner

Date: 12/6/01

Date: 12/06/01

Examiner for the Commission

Date: _____

VERIFICATION

State of Texas §
 §
County of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared **DAVID R. GIBSON**, 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.


SUBSCRIBED AND SWORN TO BEFORE ME, on this the 6th day of December, 2001.

[Signature]
NOTARY PUBLIC, IN AND FOR THE
STATE OF TEXAS

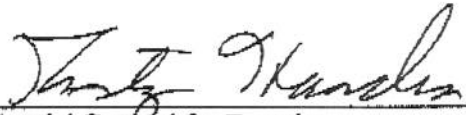


IT IS FURTHER AGREED that if, after notice and hearing, it is determined by the Commission that Judge Gibson has violated the terms of this Agreement, information relating to the Commission's investigation and proceedings against Judge Gibson in connection with this action may be released to the appropriate authorities in accordance with Sections 33.032(f) and 33.036 of the Texas Government Code. In addition, the Commission may exercise its Public Statement authority under Article 5, Section 1-a(10).

AGREED TO AND ACCEPTED upon its execution by the parties.



JUDGE DAVID R. GIBSON



Special Counsel for Examiner

Date: 12/6/01

Date: 12/06/01

Examiner for the Commission

Date: _____

VERIFICATION

State of Texas §
 §
County of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared **DAVID R. GIBSON**, 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.

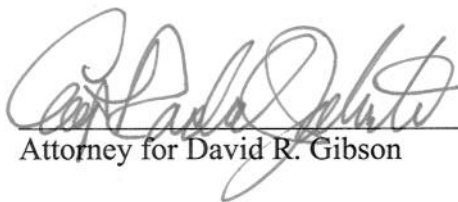
SUBSCRIBED AND SWORN TO BEFORE ME, on this the 6th day of December, 2001.





NOTARY PUBLIC, IN AND FOR THE
STATE OF TEXAS

AGREED AS TO FORM:



Attorney for David R. Gibson

Date: 12-6-01

BEFORE THE
STATE COMMISSION ON JUDICIAL CONDUCT

INQUIRY CONCERNING

JUDGE NO. 83

SECOND AMENDED NOTICE OF FORMAL PROCEEDINGS

**TO THE HONORABLE DAVID R. GIBSON, JUDGE OF COUNTY COURT AT
LAW NO. 1, DALLAS, DALLAS COUNTY, TEXAS**

Pursuant to Sec. 33.022 of the Texas Government Code and Rule 10 of the Procedural Rules for the Removal or Retirement of Judges, as promulgated by the Texas Supreme Court, this amended NOTICE is hereby given to the Honorable David R. Gibson, Judge of County Court at Law No. 1, Dallas, Dallas County, Texas, that formal proceedings have been instituted against him, based upon the following:

FACTUAL ALLEGATIONS

1. At all times relevant hereto, the Honorable David R. Gibson ("Gibson") was Judge of the County Court at Law No. 1, Dallas, Dallas County, Texas.
2. In or around December 1999, Gibson, through his good friend at the time and attorney, Jeffrey Robnett ("Robnett"), filed a Motion to Modify in the 255th District Court of Dallas County, Texas, relating to an ongoing dispute between the judge and his former spouse over custody and visitation of their daughter.
3. On or about December 20, 1999, Cause No. 13840-a, styled *Universal Image, Inc. d/b/a Chalkboardtalk.com v. Mark Cuban*, was filed in Gibson's court.
4. On that same date, Cause No. 13839-b, styled *Universal Image, Inc. d/b/a Chalkboardtalk.com v. Todd Wagner*, was filed in County Court at Law #2.
5. In both actions, the plaintiff, Universal Image ("Universal"), whose principals included Malcolm Kelso ("Kelso"), Kimball Norman ("Norman") and Edward Roush ("Roush"), was represented by Dallas lawyer, Larry Friedman ("Friedman").
6. Defendants, Mark Cuban and Todd Wagner, were represented by Dallas lawyers, Tom Melsheimer and Steve Stodghill ("Stodghill"), a personal friend of Gibson's.

EXHIBIT A

7. On or about December 22, 1999, Universal non-suited the lawsuit pending in County Court at Law No. 1, and amended the suit pending in County Court at Law No. 2 to include claims against Yahoo, Inc. ("Yahoo"), Broadcast.com, and Mark Cuban, individually (the "Yahoo Case").
8. On or about December 28, 1999, Yahoo filed an Emergency Motion to Transfer the Yahoo Case to Gibson's court. The hearing was continued to December 29, 1999, at which time Universal filed a Motion to Recuse against Gibson, based on the judge's friendship with Stodghill.
9. After being presented with the Motion to Recuse, Gibson declined to voluntarily step down from the Yahoo Case.
10. On or about December 30, 1999, Austin Greenberg ("Greenberg"), a private process server hired by Friedman to serve subpoenas on various witnesses for the December 29-30, 1999 recusal hearing, attempted to serve Gibson with a subpoena. Gibson, stepping away from Greenberg and into his chambers, refused to accept service of the subpoena.
11. On December 30, 1999, after Universal's Motion to Recuse was denied, Gibson transferred the Yahoo Case to his court.
12. On or about March 20, 2000, certain of the Yahoo defendants filed a Motion for Summary Judgment and a Motion for Sanctions against Friedman and his clients.
13. The summary judgment motion was set for hearing on May 1, 2000.
14. The sanctions hearing was set for March 30, 2000.
15. On or about March 30, 2000, a hearing convened before Gibson on the pending motion for sanctions.
16. On or about April 4, 2000, at the conclusion of the sanctions hearing, Gibson made no ruling, indicating that he would take the matter under advisement.
17. On or about April 28, 2000, Kelso filed an involuntary bankruptcy petition against Universal in the United States Bankruptcy Court for the Eastern District of Texas, Sherman Division, activating the Automatic Stay provisions of the bankruptcy code.
18. The Notice of Bankruptcy and Automatic Stay was filed with Gibson on May 1, 2000.
19. On or about May 4, 2000, the Yahoo defendants filed a six-page letter brief in the Yahoo Case seeking an immediate ruling on the pending motions for sanctions and for summary judgment and outlining the authority under which the court could still rule on the pending motions without violating the automatic stay.
20. On or before May 8, 2000, Gibson sought to retain Stodghill's assistance in representing Gibson in an ongoing custody dispute with his former spouse if the case went to trial.

21. On or about May 8, 2000, Gibson and his family law attorney, Robnett, attended a strategy meeting at the home of Stodghill, where the three men discussed the custody dispute and an upcoming mediation.
22. At the conclusion of the discussion of the family law matter, the discussion turned to numerous matters, including the lawyers involved in the Yahoo Case.
23. Gibson and Stodghill began consuming numerous alcoholic beverages.
24. The conversation turned to the pending motion for sanctions, at which time Gibson indicated that he was inclined to sanction Friedman.
25. Later, Gibson and Stodghill discussed issues relating to the judge's political career.
26. Stodghill offered his continued financial support, as well as the home of his client, Mark Cuban, for a fundraising location.
27. The meeting concluded at approximately 9:00 p.m., at which time Stodghill and Gibson left together to have dinner.
28. After the meeting, Robnett confided in a friend, Bill Simpson ("Simpson"), about the events that had transpired at Stodghill's house. On the advice of Simpson, Robnett contacted a lawyer.
29. Robnett was referred to Michael McColloch ("McColloch"), an attorney, who arranged a meeting with the Federal Bureau of Investigation ("FBI") and the U.S. Attorney's Office.
30. On May 16, 2000, Robnett and McColloch met with federal law enforcement officials and provided an affidavit (the "Robnett Affidavit") outlining, in detail, the events that transpired on the night of May 8, 2000 at Stodghill's home.
31. Based on this information, the FBI opened a criminal investigation into the conduct of Gibson and Stodghill.
32. As part of the criminal investigation, Robnett agreed to wear a wire provided by the FBI and to secretly tape-record his conversations and meetings with Gibson.
33. On May 17, 2000, the mediation regarding Gibson's custody dispute with his ex-wife took place. Stodghill, as well as Robnett, appeared on behalf of Gibson at the mediation. Stodghill performed these legal services for Gibson at no charge.
34. On or about May 20, 2000, the Universal bankruptcy action was dismissed, lifting the automatic stay in the Yahoo Case that was still pending in Gibson's court.
35. During the months of June and July 2000, Robnett had numerous conversations with Gibson.
36. One of the conversations specifically referred to the fact that Gibson was involved in a personal relationship with a local Dallas attorney and mediator.

37. In one instance, after Gibson had appointed the mediator to a case pending in his court, the parties requested that the judge replace the mediator. Although the judge was involved in a personal relationship with the mediator at the time of the parties' request, he denied their request and ordered them to mediate the case with the person with whom he had a personal relationship. At no time did the judge disclose to the parties the nature and extent of his personal relationship with the mediator.
38. In another conversation with Robnett, Gibson discussed the possibility of having a fundraiser at the home of Mark Cuban.
39. In June and July of 2000, Kelso and Friedman filed Motions for Sanctions, Supplemental Motions to Recuse and for Sanctions and Joinders to these various motions, seeking to remove Gibson from the Yahoo Case based on his relationship with Stodghill and the events that had transpired on and after May 8, 2000. Certain of these motions were set to be heard on July 28, 2000 before a visiting judge.
40. On or about July 27, 2000, Gibson convened a hearing on Universal's Verified Supplemental Motion to Recuse that had been served on the Yahoo defendants earlier that morning. During this hearing, Gibson denied the allegations raised in the motion, denied the Motion to Recuse, and made findings that the motion was brought "without sufficient cause" and for purposes of delay. Gibson then referred the matter to the presiding judge who referred it to the same visiting judge who was already scheduled to hear the earlier motions on July 28, 2000.
41. Later on or about July 27, 2000, Friedman filed another recusal motion in the Yahoo Case, which included a copy of the Robnett Affidavit attached as an exhibit.
42. In the afternoon of July 27, 2000, Gibson voluntarily recused himself from the Yahoo Case.

RELEVANT STANDARDS

1. Article V, Section 1-a(6)A of the Texas Constitution provides, in relevant part, that any Justice or Judge of the courts established by the Constitution or created by the Legislature may be removed from office, disciplined, or censured for "incompetence in performing the duties of office, willful violation of the Code of Judicial Conduct, or willful or persistent conduct that is clearly inconsistent with the proper performance of duties or casts public discredit upon the judiciary on the administration of justice;"
2. Canon 2A of the Texas Code of Judicial Conduct provides, in relevant part, that a judge shall comply with the law;
3. Canon 2B of the Texas Code of Judicial Conduct provides that a judge shall not lend the prestige of judicial office to advance the private interests of the judge or others; nor shall a judge convey or permit others to convey the impression that they are in a special position to influence the judge;

4. Canon 3B(1) of the Texas Code of Judicial Conduct provides that a judge shall hear and decide matters assigned to the judge except those in which disqualification is required or recusal is appropriate;
5. Canon 3B(2) of the Texas Code of Judicial Conduct provides, in relevant part, that a judge shall not be swayed by partisan interests, public clamor, or fear of criticism;
6. Canon 3B(5) of the Texas Code of Judicial Conduct provides that a judge shall perform judicial duties without bias or prejudice;
7. Canon 3B(8) of the Texas Code of Judicial Conduct provides that a judge shall accord to every person who has a legal interest in a proceeding, or that person's lawyer, the right to be heard according to law. A judge shall not initiate, permit, or consider *ex parte* communications or other communications made to the judge outside the presence of the parties between the judge and a party, an attorney...concerning the merits of a pending or impending judicial proceeding;
8. Canon 3C(4) of the Texas Code of Judicial Conduct provides that a judge shall not make unnecessary appointments. A judge shall exercise the power of appointment impartially and on the basis of merit. A judge shall avoid nepotism and favoritism;
9. Canon 4A(1) of the Texas Code of Judicial Conduct provides that a judge shall conduct all of the judge's extra-judicial activities so that they do not cast reasonable doubt on the judge's capacity to act impartially as a judge;
10. Canon 4A(2) of the Texas Code of Judicial Conduct provides that a judge shall conduct all of the judge's extra-judicial activities so that they do not interfere with the proper performance of judicial duties;
11. Canon 4D(4) of the Texas Code of Judicial Conduct provides that a judge shall not accept a gift, bequest, favor, or loan from anyone...whose interests have come or are likely to come before the judge.

CHARGE I

Judge Gibson's Relationship with Steve Stodghill

Judge Gibson's friendship with Steve Stodghill, an attorney representing a party in a high-profile case pending in the judge's court, resulted in conduct and decisions in the Yahoo Case that were inconsistent with the law and the proper administration of justice. Because of his special relationship with Stodghill, Gibson failed to recuse himself from the case when his ability to be fair and impartial was reasonably questioned. Gibson's desire to further his political career also influenced his conduct and judgment in favor of Stodghill, who Gibson believed was in a position to advance Gibson's career because of Stodghill's connection to Mark Cuban.

When Gibson decided to retain Stodghill in his custody modification matter, Gibson knew, or should have known, that Stodghill's representation of him at no charge in the custody dispute while the Yahoo Case was still pending in Gibson's court constituted an improper gift. Such gift gave the appearance that Stodghill was in a position to influence Gibson's judgment in the Yahoo Case.

In connection with his relationship with Stodghill, Gibson's conduct in this case constituted willful or persistent conduct in violation of:

1. Article V, Section 1-a(6) of the Texas Constitution;
2. Canon 2B of the Texas Code of Judicial Conduct;
3. Canon 3B(5) of the Texas Code of Judicial Conduct;
4. Canons 4A(1) and (2) of the Texas Code of Judicial Conduct; and
5. Canon 4D(4) of the Texas Code of Judicial Conduct.

CHARGE II
The May 8, 2000 meeting

Judge Gibson's conduct at the May 8, 2000 meeting at Stodghill's home relating to the discussion of the Yahoo Case, the pending sanctions motion and the judge's probable ruling, constitutes willful or persistent conduct in violation of:

1. Article V, Section 1-a(6) of the Texas Constitution;
2. Canon 2A of the Texas Code of Judicial Conduct;
3. Canon 2B of the Texas Code of Judicial Conduct;
4. Canon 3B(1) of the Texas Code of Judicial Conduct;
5. Canon 3B(5) of the Texas Code of Judicial Conduct;
6. Canon 3B(8) of the Texas Code of Judicial Conduct; and
7. Canons 4A(1) and (2) of the Texas Code of Judicial Conduct.

CHARGE III
Judge Gibson's Relationship with a local attorney/mediator

Judge Gibson's relationship with a local attorney/mediator influenced his conduct and judgment, leading him to use his position as judge to appoint this person to a case pending in his court and to refuse an agreed request to substitute another mediator, constitutes willful or persistent conduct in violation of:

1. Article V, Section 1-a(6) of the Texas Constitution;
2. Canon 2B of the Texas Code of Judicial Conduct;
3. Canon 3B(1) of the Texas Code of Judicial Conduct;
4. Canon 3B(5) of the Texas Code of Judicial Conduct;
5. Canon 3C(4) of the Texas Code of Judicial Conduct; and
6. Canons 4A(1) and (2) of the Texas Code of Judicial Conduct.

CHARGE IV
The Austin Greenberg Incident

Judge Gibson's conduct in refusing to accept service of a lawful subpoena constitutes willful or persistent conduct in violation of:

1. Article V, Section 1-a(6)A of the Texas Constitution;
2. Canon 2A of the Texas Code of Judicial Conduct; and
3. Canon 2B of the Texas Code of Judicial Conduct.

Signed this 6 day of December, 2001.

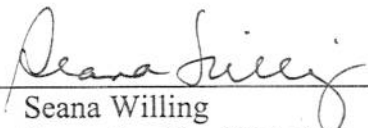
EXAMINERS

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Executive Director
Texas Bar No. 16643800
Seana Willing
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Texas Bar No. 00787056
P.O. Box 12265
Austin Texas 78711
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SPECIAL COUNSEL

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Rusty Hardin & Associates
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Houston, Texas 77002
Telephone: (713) 652-9000
Facsimile: (713) 652-9800

By: _____


Seana Willing
Texas Bar No. 00787056

CERTIFICATE OF SERVICE

The foregoing Second Amended Notice of Formal Proceedings was served on Coyt Randall Johnston, Johnston & Tobey, P.C., 710 Founders Square, 900 Jackson Street, Dallas, Texas 75202, counsel of record for Judge Gibson, on December 6, 2001, pursuant to TRCP Rule 21a.


Seana Willing

BEFORE THE
STATE COMMISSION ON JUDICIAL CONDUCT

IN RE: JUDGE DAVID R. GIBSON

INQUIRY NO. 83

FIRST AMENDED ANSWER

TO THE STATE COMMISSION ON JUDICIAL CONDUCT:

COMES NOW, the Honorable David Gibson, Judge of County Court at Law No. 1, Dallas County, Texas and answers the claims and allegations set forth in the Second Amended Notice of Formal Proceedings as follows:

GENERAL DENIAL

Judge Gibson denies all charges and allegations against him and demands strict proof thereof in conformity with the Constitution and laws of the State of Texas and the United States of America.

CONCLUSION/PRAYER

WHEREFORE, PREMISES CONSIDERED, Judge Gibson respectfully prays that upon final hearing hereof, the Commission conclude the Examiners and Special Counsel have failed to prove their allegations and that upon final hearing before the Commission, the Commission conclude that no action be taken upon the Notice filed against Judge Gibson and that Judge Gibson have all such other relief, legal and equitable, general and special, to which he may show himself justly entitled.

EXHIBIT B

Respectfully submitted,

JOHNSTON & TOBEY, P.C.

By: 


Coyt Randal Johnston
State Bar No. 10834400

Robert L. Tobey
State Bar No. 20082975
710 Founders Square
900 Jackson Street
Dallas TX 75202
(214) 741-6260 - Telephone
(214) 741-6248 - Telecopier

and

HAYNES and BOONE, L.L.P.

By: 

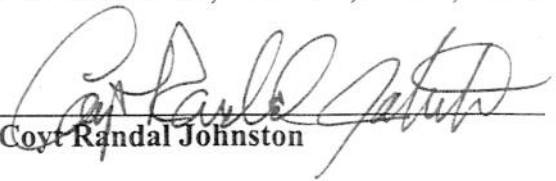
Sharon N. Freytag 
State Bar No. 07451700

Ronald W. Breaux
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Sarah R. Teachout
State Bar No. 24008134
901 Main Street, Suite 3100
Dallas TX 75202
(214) 651-5000 - Telephone
(214) 651-5940 - Telecopier

ATTORNEYS FOR JUDGE DAVID GIBSON

CERTIFICATE OF SERVICE

On the 6th day of DECEMBER, 2001, a true and correct copy of the foregoing Frist Amended Answer was forwarded via hand delivery to Seana Willing, State Commission on Judicial Conduct, 300 W. 15 th Street, Suite 415, Austin, Texas 78701.


Coyt Randal Johnston

STATE COMMISSION ON JUDICIAL CONDUCT



_____, 200__

The State Commission on Judicial Conduct has accepted a Voluntary Agreement to Resign from Judicial Office in Lieu of Disciplinary Action from the Honorable David R. Gibson, Judge of the County Court at Law No. 1, Dallas, Dallas County, Texas. The Commission instituted formal proceedings against Gibson in April 2001 as a result of alleged misconduct in connection with a pending proceeding in his court. The specific allegations and charges of the Commission are recited in the Second Amended Notice of Formal Proceedings attached to the agreement as Exhibit A. No findings of fact or conclusions of law have been made by the Commission in the case.

Judge Gibson has denied the Commission's charges. Details of the judge's defenses are set out in his Amended Answer which is attached to the agreement as Exhibit B. Judge Gibson has agreed to resign in lieu of a trial on this matter. He believes that a defense of these charges would cause unnecessary stress to his family and friends, would detract from the dignity of his court, making it impossible for him to continue as a judge while these matters were being litigated, and would be unnecessarily costly to pursue. The judge plans to return to private practice.

Special Counsel representing the Examiner for the Commission in this matter were Rusty Hardin, Andy Drumheller, Andy Ramzel, and Joe Roden of Rusty Hardin & Associates, Houston, Texas. Judge Gibson was represented by Coyt Randall Johnston of Johnston & Tobey, P.C., and Sharon Freytag and Ron Breaux of Haynes and Boone, Dallas, Texas.

A copy of the agreement with exhibits is attached.

EXHIBIT C

STATE COMMISSION ON JUDICIAL CONDUCT



December 14, 2001

The State Commission on Judicial Conduct has accepted a Voluntary Agreement to Resign from Judicial Office in Lieu of Disciplinary Action from the Honorable David R. Gibson, Judge of the County Court at Law No. 1, Dallas, Dallas County, Texas. The Commission instituted formal proceedings against Gibson in April 2001 as a result of alleged misconduct in connection with a pending proceeding in his court. The specific allegations and charges of the Commission are recited in the Second Amended Notice of Formal Proceedings attached to the agreement as Exhibit A. No findings of fact or conclusions of law have been made by the Commission in the case.

Judge Gibson has denied the Commission's charges. Details of the judge's defenses are set out in his Amended Answer which is attached to the agreement as Exhibit B. Judge Gibson has agreed to resign in lieu of a trial on this matter. He believes that a defense of these charges would cause an unnecessary stress to his family and friends, would detract from the dignity of his court, making it impossible for him to continue as a judge while these matters were being litigated, and would be unnecessarily costly to pursue. The judge plans to return to private practice.

Special Counsel representing the Examiner for the Commission in this matter were Rusty Hardin, Andy Drumheller, Andy Ramzel, and Joe Roden of Rusty Hardin & Associates, Houston, Texas. Judge Gibson was represented by Coyt Randall Johnston of Johnston & Tobey, P.C., and Sharon Freytag and Ron Breaux of Haynes and Boone, Dallas, Texas.

A copy of the agreement with exhibits is attached.

512/463-5533
512/463-0511 (FAX)

P.O. BOX 12265
AUSTIN, TEXAS 78711-2665