

**BEFORE THE  
STATE COMMISSION ON JUDICIAL CONDUCT**

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**IN RE: JUDGE SIDONIA MAYER  
JUSTICE OF THE PEACE, PRECINCT 2  
MOULTON, LAVACA COUNTY, TEXAS  
(CJC No. 03-0245-JP)**

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

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

**WHEREAS** on November 22, 2002, a complaint was filed with the State Commission on Judicial Conduct (hereinafter the "Commission") containing allegations of judicial misconduct against Judge Sidonia Mayer, Justice of the Peace, Precinct 2, Moulton, Lavaca County, Texas, regarding her failure to comply with mandatory judicial educational requirements for fiscal year 2002.

**WHEREAS** on or about January 9, 2003, in connection with the above-referenced matter, the Commission received an affidavit (hereinafter the "January 9, 2003 Sworn Complaint") from Roger Rountree, Executive Director of the Texas Justice Court Training Center, confirming the allegations of misconduct raised in the original complaint (a true and correct copy of the January 9, 2003 Sworn Complaint is attached hereto as Exhibit A), and

**WHEREAS** on or about February 24, 2003, the Commission notified Judge Mayer that a suspension hearing would be held on April 10, 2003 at the Commission offices in Austin, Texas, and

**WHEREAS** on or about March 7, 2003, Judge Mayer notified the Commission that she would attend the suspension hearing, and

**WHEREAS** the Commission has not recommended to the Supreme Court of Texas that Judge Mayer be suspended, pursuant to Article 5, §1-a(6)A of the Texas Constitution and Rule 15(b) of the Procedural Rules for the Removal or Retirement of Judges, and

**WHEREAS** no Notice of Formal Proceedings has been filed by the Examiner against Judge Mayer in connection with the above-referenced matter, 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, if found to be true, would result in further disciplinary action against Judge Mayer, and

**WHEREAS** the parties to this Agreement are desirous of resolving these matters without the time and expense of further disciplinary proceedings.

**IT IS THEREFORE AGREED** that Judge Mayer, upon the signing of this Agreement, shall resign her judicial office in lieu of disciplinary action by the Commission, pursuant to §§33.001(b) and 33.032(h) of the Texas Government Code. The Commission agrees that it shall pursue no further disciplinary proceedings against Judge Mayer in connection with the above-referenced matter.

**IT IS FURTHER AGREED** that, upon the Commission's approval of this Agreement, Judge Mayer shall not be disqualified from future judicial service; sitting or serving as a judge in the State of Texas in the future; or standing for election or appointment to judicial office in the State of Texas.

**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 Judge Mayer, 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 her by any court or tribunal.

**AGREED TO AND ACCEPTED** upon its execution by the parties.

*Sidonia Mayer*  
JUDGE SIDONIA MAYER

*Kathleen H. Olivares*  
KATHLEEN H. OLIVARES, Chair  
State Commission on Judicial Conduct

Date: 04-04-2003

Date: April 23, 2003

**VERIFICATION**

State of Texas §  
County of Lavaca §

**BEFORE ME**, the undersigned authority, on this day personally appeared SIDONIA MAYER, who by me being first duly sworn, on her 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 her understanding of the terms and conditions of, and voluntary consent to enter into, such Agreement.

**SUBSCRIBED AND SWORN TO BEFORE ME**, on this the 4 day of April, 2003.



*Kathleen Schacherl*  
NOTARY PUBLIC, IN AND FOR THE  
STATE OF TEXAS

AFFIDAVIT OF ROGER ROUNTREE

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

BEFORE ME, the undersigned notary public, personally appeared Roger Rountree and upon his oath duly sworn testified as follows:

"I am over the age of 18, have never been convicted of a felony and have personal knowledge of all facts stated herein.

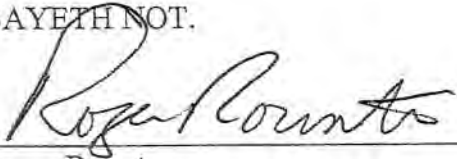
I am the Executive Director for the Texas Justice Court Training Center. As part of my duties, I ensure judges' compliance with judicial education requirements under the Rules of Judicial Education promulgated by the Court of Criminal Appeals of Texas, a copy of which is incorporated by reference and made a part of this affidavit.

Judge Sidonia L. Mayer, Justice of the Peace, Precinct 2, of Lavaca County, Texas, is not in compliance with Rule 3a(2) of the Rules of Judicial Education for fiscal year 2002.

Judge Sidonia L. Mayer completed 0 hours out of the 20 required hours of education for fiscal year 2002.

Judge Sidonia L. Mayer was not granted a waiver or other permission to relieve her of her educational requirements for fiscal year 2002."

FURTHER AFFIANT SAYETH NOT.

  
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Roger Rountree  
Executive Director, Texas Justice Court Training Center

SWORN AND SUBSCRIBED TO BEFORE ME, on this the 9<sup>th</sup> day of JANUARY,  
~~2002.~~  
2003,

  
\_\_\_\_\_  
Notary Public, State of Texas

