

**BEFORE THE STATE COMMISSION  
ON JUDICIAL CONDUCT**

---

**IN RE: THE HONORABLE JACK BYNO  
FORMER MUNICIPAL JUDGE  
HALTOM CITY, TARRANT COUNTY, TEXAS**

**(CJC Nos. 03-0308-MU and 03-0471-MU)**

---

**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** on January 8, 2003, the State Commission on Judicial Conduct (hereinafter the "Commission") initiated a complaint (CJC 03-0308-MU) based on several newspaper articles and television news reports containing allegations of judicial misconduct against Judge Jack Byno, in his capacity of municipal judge for Haltom City, Tarrant County, Texas. The news stories contained allegations of judicial misconduct including but not limited to charges that the judge exhibited a poor judicial demeanor and failed to follow the law in proceedings in his court; and

**WHEREAS** on January 13, 2003, a complaint (CJC 03-0471-MU) was filed with the Commission by a private citizen expressing concern about media reports containing allegations of judicial misconduct against the judge; and

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

**WHEREAS** the parties agree that the allegations of judicial misconduct, if found to be true, could result in further disciplinary action against Judge Byno; and

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

**WHEREAS** Judge Byno no longer serves as the Municipal Court Judge of the City of Haltom City, Texas, or of any other Texas municipality.

**IT IS THEREFORE AGREED** that since Judge Byno has already resigned his judicial office, the Commission agrees that it shall pursue no further disciplinary proceedings against Judge Byno in connection with the above-referenced matters.

**IT IS FURTHER AGREED** that, effective immediately upon the Commission's approval and execution of this Agreement, Judge Byno shall be disqualified from future judicial service; sitting or serving as a judge in the State of Texas in the future; standing for election or appointment to judicial office in the State of Texas; or, performing or exercising any judicial duties or functions of a judicial officer.

**IT IS FURTHER AGREED** that any violation of this Agreement by Judge Byno 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

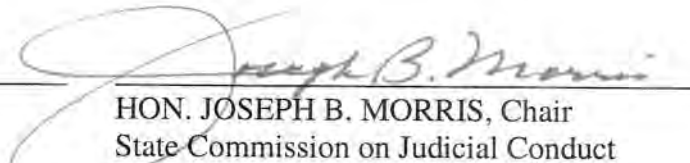
justice in violation of Art. V, §1-a(6)A of the Texas Constitution, and Section 33.001(b) of the Texas Government Code.

**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 Judge Byno, 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 Judge Byno, by his execution of this voluntary agreement, does not admit guilt, fault or liability to the allegations contained in the complaints set forth above.

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

  
\_\_\_\_\_  
JUDGE JACK BYNO

  
\_\_\_\_\_  
HON. JOSEPH B. MORRIS, Chair  
State Commission on Judicial Conduct

Date: 12-5-03

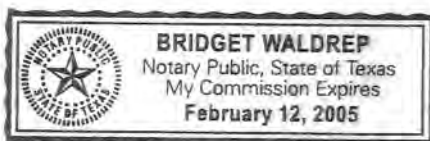
Date: 12/5/03

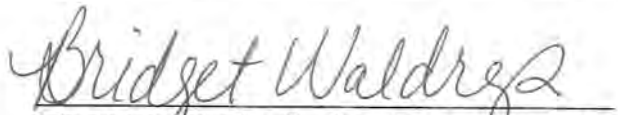
**VERIFICATION**

State of Texas §  
County of Travis §  
§

**BEFORE ME**, the undersigned authority, on this day personally appeared JACK BYNO, 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 5<sup>th</sup> day of December, 2003.



  
\_\_\_\_\_  
NOTARY PUBLIC, IN AND FOR THE  
STATE OF TEXAS