

**BEFORE THE  
STATE COMMISSION ON JUDICIAL CONDUCT**

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**IN RE: THE HONORABLE LEWIS WOOD  
JUSTICE OF THE PEACE, PRECINCT 3  
QUEEN CITY, CASS COUNTY, TEXAS  
(CJC Nos. 05-0305-JP, and 05-0350-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 Section 33.032(h) of the Texas Government Code.

**WHEREAS** on November 29, 2004, a complaint (CJC No. 05-0305-JP) was opened by the State Commission on Judicial Conduct (hereinafter the "Commission") based on a newspaper report anonymously sent to the Commission concerning Judge Wood's alleged sexual assault of a female on November 6, 2004, in his justice court office in Queen City, Cass County, Texas, and

**WHEREAS** on December 9, 2004, a complaint (CJC No. 05-0350-JP) was filed with the Commission by the Cass County District Attorney, alleging that Judge Wood sexually assaulted the victim in the judge's office on Saturday, November 6, 2004, and

**WHEREAS** the Commission notified Judge Wood of the above-complaints and requested his response to the allegations, which he provided on February 7, 2005, and

**WHEREAS** Judge Wood advised the Commission that he resigned his office as justice of peace on December 31, 2004, and

**WHEREAS** no Notice of Formal Proceedings to remove Judge Wood from office has been filed by the Commission at this time, 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 Wood has resigned his judicial office as Justice of the Peace for Precinct 3, Queen City, Cass County, Texas, upon the date this Agreement is executed by all parties, in lieu of further 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 Judge Wood in connection with the above-referenced matter.

**IT IS FURTHER AGREED** that, upon the Commission's approval of this Agreement, Judge Wood shall be disqualified in the future from: sitting or serving as a judge in the State of Texas; 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 in the State of Texas, including the performance of wedding ceremonies.


**IT IS FURTHER AGREED** that any violation of this Agreement by Judge Wood 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 Judge Wood, 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 Wood, by his execution of this voluntary agreement, does not admit guilt, fault or liability regarding the matters contained in the complaints referenced above.

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

  
LEWIS WOOD

  
JAMES A. HALL, Chair  
State Commission on Judicial Conduct

Date: 03-15-05

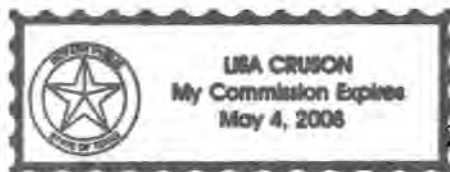
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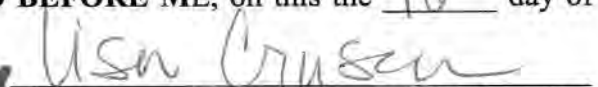
**VERIFICATION**

State of Texas §  
§  
County of CASS §

**BEFORE ME**, the undersigned authority, on this day personally appeared LEWIS WOOD, 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 16<sup>th</sup> day of March, 2005.



  
NOTARY PUBLIC, IN AND FOR THE  
STATE OF TEXAS