



**BEFORE THE
STATE COMMISSION ON JUDICIAL CONDUCT**

**IN RE: JUDGE MARTIN DE LEON
JUSTICE OF THE PEACE, PRECINCT 1
ROCKPORT, ARANSAS COUNTY, TEXAS
AND
ASSOCIATE JUDGE, CITY OF ROCKPORT
CJC No. 06-1025-JP**

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

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

WHEREAS on July 11, 2006, a complaint was filed with the State Commission on Judicial Conduct ("Commission") against Judge Martin De Leon ("Judge De Leon"), Justice of the Peace, Precinct 1, Rockport, Aransas County, Texas, alleging that Judge De Leon, who is not an attorney, prepared Wills for Arturo Montez Rodriguez and his wife; accepted a fee from Mr. Rodriguez for preparing the Wills; and was sued by Mr. Lynn Autry ("Autry"), his construction business partner, for forgery.

WHEREAS Judge De Leon also serves as an associate municipal judge for the City of Rockport, Aransas County, Texas; and

WHEREAS in the course of investigating the above-described allegations, the Commission staff found evidence that Judge De Leon accepted a campaign contribution during a period that contributions cannot be accepted; failed to report that contribution properly; failed to file his campaign finance reports in a proper manner; failed to disclose to the Commission that Autry was also a bail bondsman on cases that Judge De Leon magistrated or that were filed in his court; failed to disclose the Autry relationship to prosecutors; decreased his magistration and court dockets after he learned of the Commission's investigation; and failed to submit accurate reports to the Office of Court Administration; and

WHEREAS Judge De Leon was generally uncooperative with the Commission staff during its investigation; and

WHEREAS Judge De Leon was generally uncooperative during his informal appearance before the Commission on October 16, 2008; and

WHEREAS on October 16, 2008, following said informal appearance before the Commission, the Commission voted to institute formal proceedings against Judge De Leon; and

WHEREAS Notice of Formal Proceedings in connection with the above-referenced matter has not been served on Judge De Leon; 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, could result in further disciplinary action against Judge De Leon; and

WHEREAS the parties to this Agreement desire to resolve these matters without incurring the time and expense of further disciplinary proceedings.

IT IS THEREFORE AGREED that, upon the effective date of this Agreement, Judge De Leon shall resign his judicial offices in lieu of disciplinary action by the Commission, pursuant to §33.032(h) of the Texas Government Code. The Commission agrees that it shall pursue no further disciplinary proceedings against Judge De Leon in connection with the above-referenced matter.

IT IS FURTHER AGREED that, upon the effective date of this Agreement, Judge De Leon 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 in the State of Texas, including the performance of weddings pursuant to the authority of §2.202(a)(4) of the Texas Family Code in the State of Texas.

IT IS FURTHER AGREED that any violation of this Agreement by Judge De Leon 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 §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 De Leon, 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 De Leon, by his execution of this voluntary agreement, does not admit guilt, fault or liability regarding the allegations at issue in the above-referenced matter.

IT IS FURTHER AGREED that the effective date of this Agreement shall be at the close of business on January 31, 2009.

AGREED TO AND ACCEPTED upon its execution by the parties.

Martin De Leon
JUDGE MARTIN DE LEON

Sid Harle
HON. SID HARLE, CHAIR, STATE
COMMISSION ON JUDICIAL CONDUCT

Date: 11/25/08

Date: 12/11/08

AGREED AS TO FORM:

Attorney for Judge Martin De Leon

Date: _____

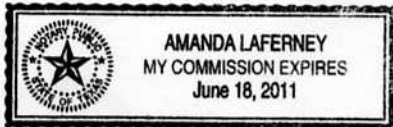
VERIFICATION

State of Texas §
County of ARANSAS §

BEFORE ME, the undersigned authority, on this day personally appeared Martin De Leon, 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 25th day of November, 2008.

Amanda La Ferney
NOTARY PUBLIC, IN AND FOR
THE STATE OF TEXAS





Martin De Leon
Justice of the Peace, Pct. 1
County of Aransas
301 N. LIVE OAK, ROOM 111
ROCKPORT, TEXAS 78382
Ph. 361-790-0130 • Fax 361-790-5402



received by aw

December 15, 2008

DEC 02 2008
STATE COMMISSION
ON JUDICIAL CONDUCT

County Judge
Burt Mills

RE: Retirement

Dear Sir:

This letter is to inform you of my decision to retire from my public office of Justice of the Peace Precinct 1A, 1, and 2. I have chosen my retirement date as January 31st, 2009 as my last date of employment. I am given you and the Court ample time of notice in hopes of finding someone to complete my remainder of my term. I am submitting some individual names as recommendations to the court.

I would like to thank the Citizens of Aransas County and my Constituents' for their confidence in electing me as their Justice of the Peace for the past 13 years.

If I can be of further assistance into the transition of next Justice of the Peace Elect, please do not hesitate to ask.

Sincerely,

Martin De Leon
Justice of the Peace
Precinct 1A, 1, & 2



Martin De Leon
Justice of the Peace, Pct. 1
County of Aransas

301 N. LIVE OAK, ROOM 111
ROCKPORT, TEXAS 78382
Ph. 361-790-0130 • Fax 361-790-5402



December 15, 2008

Democratic Chairperson
Joann Bounds

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Sincerely,

Martin De Leon
Justice of the Peace
Precinct 1A, 1, & 2