



**BEFORE THE
STATE COMMISSION ON JUDICIAL CONDUCT**

**IN RE: HONORABLE CLARENCE E. HOLMES, JR.
FORMER JUSTICE OF THE PEACE, PCT. 3
HAWKINS, WOOD COUNTY, TEXAS
CJC No. 12-0739-JP**

**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 at all times relevant hereto, the Honorable Clarence E. Holmes, Jr. was Justice of the Peace, Precinct 3, Hawkins, Wood County, Texas, and

WHEREAS on or about March 23, 2012, a complaint was filed with the Commission alleging that Judge Holmes engaged in inappropriate conduct with regard to messages sent through his Facebook account, and

WHEREAS on April 17, 2013, the Commission notified Judge Holmes of the complaint; and

WHEREAS Judge Holmes advised the Commission that he tendered a resignation from his judicial office to Wood County, which was effective on March 27, 2013; and

WHEREAS no Findings of Fact or Conclusions of Law have been made by the Commission 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 disciplinary action against Judge Holmes, and

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

IT IS THEREFORE AGREED that Judge Holmes, upon the signing of this Agreement, agrees that he has officially and formally resigned his judicial office and is entering into this agreement to resolve the above-referenced complaint in lieu of 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 Holmes in connection with the above-referenced matter.

IT IS FURTHER AGREED that, upon the effective date of this Agreement, Judge Holmes 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 Holmes 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 Holmes, 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 Holmes, by his execution of this voluntary agreement, does not admit guilt, fault or liability regarding the matters contained in the complaint referenced above.

AGREED TO AND ACCEPTED upon its execution by the parties.


CLARENCE E. HOLMES, JR.


TOM CUNNINGHAM, CHAIR
STATE COMMISSION ON JUDICIAL
CONDUCT

Date: 6-5-13

Date: 6-14-13

VERIFICATION

State of Texas §
County of Wood §

BEFORE ME, the undersigned authority, on this day personally appeared **CLARENCE E. HOLMES, JR.**, 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.

SWORN TO BEFORE ME, on this the 5 day of June, 2013.

Reeji Alvarado
NOTARY PUBLIC, IN AND FOR THE
STATE OF TEXAS