



**BEFORE THE  
STATE COMMISSION ON JUDICIAL CONDUCT**

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**IN RE: HONORABLE MARGARET POLANSKY  
CALDWELL MUNICIPAL COURT  
CALDWELL, BURLESON COUNTY, TEXAS  
CJC No. 12-0172-MU**

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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** at all times relevant hereto, the Honorable Margaret Polansky was Judge of the Caldwell Municipal Court, Caldwell, Burleson County, Texas, and

**WHEREAS** on or about October 14, 2011, a complaint was filed with the Commission alleging that Judge Polansky, on her own motion, dismissed a Class B misdemeanor complaint that was pending against a defendant, and directed law enforcement to file a Class C misdemeanor complaint against the defendant in her court, and

**WHEREAS** on June 25, 2012, the Commission notified Judge Polansky of the complaint, and she filed a written response on July 9, 2012, and

**WHEREAS** in her response, Judge Polansky advised the Commission that she had tendered a resignation from her judicial office to the Caldwell City Council, and

**WHEREAS** Judge Polansky's resignation from her judicial office is effective on August 31, 2012, 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 Polansky, 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 Polansky, upon the effective date of this Agreement, shall resign her judicial office 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 Polansky in connection with the above-referenced matter.

**IT IS FURTHER AGREED** that, upon the effective date of this Agreement, Judge Polansky 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 Polansky would constitute willful or persistent conduct that is clearly inconsistent with the proper performance of her 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 Polansky, 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.

**IT IS FURTHER AGREED** that Judge Polansky, by her execution of this voluntary agreement, does not admit guilt, fault or liability regarding the matters contained in the complaint referenced above.

**IT IS FURTHER AGREED** that the effective date of this Agreement shall be August 31, 2012.

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

  
MARGARET POLANSKY

  
TOM CUNNINGHAM, CHAIR  
STATE COMMISSION ON JUDICIAL  
CONDUCT

Date: 9-13-12

Date: September 17, 2012

VERIFICATION

State of Texas §  
County of Brewster §

BEFORE ME, the undersigned authority, on this day personally appeared MARGARET POLANSKY, 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.

SWORN TO BEFORE ME, on this the 13 day of Sept, 2012.



Catina N. Pineda  
NOTARY PUBLIC, IN AND FOR THE  
STATE OF TEXAS