



**BEFORE THE
STATE COMMISSION ON JUDICIAL CONDUCT**

**IN RE: HONORABLE BETTY CABALLERO
FORMER JUSTICE OF THE PEACE, PCT. 1
PLEASANTON, ATASCOSA COUNTY, TEXAS
CJC Nos. 13-0648-JP; 13-0649-JP; 13-0650-JP; 14-0490-JP; 14-0519-JP; 14-0520-
JP; 15-0382-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 Betty Caballero was Justice of the Peace, Precinct 1, Pleasanton, Atascosa County, Texas, and

WHEREAS the Commission received the above-referenced complaints alleging that Judge Caballero subjected employees of the court to unlawful mistreatment during her term as justice of the peace; that Judge Caballero misused court resources for her own personal use during her term in office; that Judge Caballero destroyed a governmental record, to-wit: a money order belonging to ticket number TX120Z0FEX008 and that said governmental record was not destroyed pursuant to legal authority under Section 441.204 of the Texas Government Code; and that Judge Caballero engaged in other misconduct as set forth in two reports issued by the Atascosa County Auditor's Office.

WHEREAS the Grand Jury of Atascosa County, State of Texas duly selected, organized, sworn and impaneled returned indictments against Judge Caballero in Cause **Numbers 13-11-0145-CRA; 14-07-0122-CRA and 14-09-0163-CRA**, charging Judge Caballero with the offenses of Tampering With Governmental Record and Official Oppression, said offenses constituting Class A Misdemeanors; and

WHEREAS on or about November 15, 2013 and August 21, 2014, the Commission issued orders suspending Judge Caballero from office as the result of the above-described indictments;

WHEREAS, Judge Caballero lost her bid for reelection during the November 2014 General Election and is no longer on the bench;

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 Caballero, and

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

IT IS THEREFORE AGREED that Judge Caballero, upon the signing of this Agreement, agrees that she is entering into this Agreement to resolve the above-referenced complaints 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 Caballero in connection with the above-referenced matters.

IT IS FURTHER AGREED that, upon the Commission's approval of this Agreement, Judge Caballero shall be forever disqualified from judicial service in the State of Texas, including (a) sitting or serving as a judge, (b) standing for election or appointment to a judicial office, and/or (c) performing or exercising any judicial duties or functions of a judicial officer, including the performance of wedding ceremonies.


IT IS FURTHER AGREED that any violation of this Agreement by Judge Caballero 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 Caballero, 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 Caballero, by her 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.


BETTY CABALLERO


HON. STEVEN L. SEIDER, CHAIR
STATE COMMISSION ON JUDICIAL
CONDUCT

Date: 02-06-15

Date: 18 February 2015

APPROVED AS TO FORM:

By: 
ATTORNEY FOR BETTY CABALLERO

VERIFICATION

State of Texas §
County of Bexar §

BEFORE ME, the undersigned authority, on this day personally appeared **BETTY CABALLERO**, 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 his understanding of the terms and conditions of, and voluntary consent to enter into, such Agreement.

SWORN TO BEFORE ME, on this the 10th day of February, 2015

Herlinda M. Salazar
NOTARY PUBLIC, IN AND FOR THE
STATE OF TEXAS

