



**BEFORE THE  
STATE COMMISSION ON JUDICIAL CONDUCT**

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**IN RE: JUDGE LILLIAN FARISS  
JUSTICE OF THE PEACE, PRECINCT 2, PLACE 1  
SUNDOWN, HOCKLEY COUNTY, TEXAS  
(CJC No. 02-0345-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 §§33.001(b) and 33.032(h) of the Texas Government Code.

**WHEREAS** on November 14, 2001, a complaint was filed with the State Commission on Judicial Conduct (hereinafter the "Commission") containing allegations of judicial misconduct against Judge Lillian Fariss, Justice of the Peace for Precinct 2, Place 1, Sundown, Hockley County, Texas, and

**WHEREAS** on or about February 21, 2002, in connection with the above-referenced matter, the Commission received an affidavit (hereinafter the "February 21, 2002 Sworn Complaint") from Roger Rountree, the Executive Director of the Texas Justice Court Training Center, confirming the allegations of misconduct raised in the original complaint (a true and correct copy of the February 21, 2002 Sworn Complaint is attached hereto as Exhibit A), and

**WHEREAS** on or about March 12, 2002, the Commission notified Judge Fariss that a suspension hearing would be held on April 10, 2002 at the Commission offices in Austin, Texas, and

**WHEREAS** on or about April 10, 2002, Judge Fariss failed to appear before the Commission to give testimony at the suspension hearing, and

**WHEREAS** on April 25, 2002, the Commission recommended to the Supreme Court of Texas that Judge Fariss be suspended, without pay, until further action by the Commission, pursuant to Article 5, §1-a(6)A of the Texas Constitution and Rule 15(b) of the Procedural Rules for the Removal or Retirement of Judges, and

**WHEREAS** on May 9, 2002, the Supreme Court of Texas ordered the immediate suspension of Judge Fariss, without pay, pursuant to its authority under Article 5, §1-a(6) of the Texas Constitution, and

**WHEREAS** no Notice of Formal Proceedings has been filed by the Examiner against Judge Fariss in connection with the above-referenced matter, 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, would result in further disciplinary action against Judge Fariss, 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 Fariss, upon the signing of this Agreement, shall resign her judicial office in lieu of disciplinary action by the Commission, pursuant to §§33.001(b) and 33.032(h) of the Texas Government Code. The Commission agrees that it shall pursue no further disciplinary proceedings against Judge Fariss in connection with the above-referenced matter and that it shall recommend to the Supreme Court of Texas that the aforementioned suspension against Judge Fariss be lifted.

**IT IS FURTHER AGREED** that, upon the Commission's approval of this Agreement, Judge Fariss shall be disqualified 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 office in the State of Texas, including but not limited to the performance of weddings pursuant to the authority of section 2.202(a)(4) of the Texas Family Code, in the State of Texas.

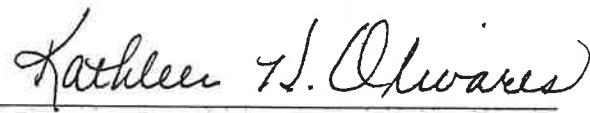
**IT IS FURTHER AGREED** that any violation of this Agreement by Judge Fariss would constitute willful or persistent conduct that is clearly inconsistent with the proper performance of her duties or casts public discredit upon the judiciary or administration of justice in violation of Article 5, §1-a(6)A 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 Fariss, 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.

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

  
JUDGE LILLIAN FARISS

Date: 11-7-02

  
Chair  
State Commission on Judicial Conduct

Date: 12-05-02

VERIFICATION

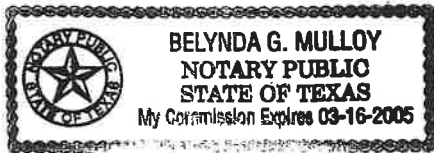
State of Texas

County of Hackley

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BEFORE ME, the undersigned authority, on this day personally appeared LILLIAN FARISS, 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.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 7<sup>th</sup> day of November, 2002.



Belynda G. Mulloy  
NOTARY PUBLIC, IN AND FOR THE  
STATE OF TEXAS