



**BEFORE THE
STATE COMMISSION ON JUDICIAL CONDUCT**

**IN RE: THE HONORABLE SEALE BRAND
FORMER MUNICIPAL COURT JUDGE
ORANGE GROVE, JIM WELLS COUNTY, TEXAS
(CJC No. 10-1228-MU)**

**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 Seale Brand was the Municipal Court Judge for the City of Orange Grove, Jim Wells County, Texas; and

WHEREAS on August 10, 2010, a complaint against Judge Brand was filed with the Commission alleging that Judge Brand had conducted court in an area not accessible to the public, engaged in impermissible ex parte communications with defendants, and disposed of traffic cases not according to law; and

WHEREAS no Findings of Fact or Conclusions of Law have been made in connection with the above-referenced complaint; and

WHEREAS the parties agree that the allegations of judicial misconduct, if found to be true, could result in further disciplinary action against Judge Brand; and

WHEREAS Judge Brand is no longer the Municipal Court Judge for the City of Orange Grove; and

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

IT IS THEREFORE AGREED that Judge Brand, 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 Brand in connection with the above-referenced complaint.

IT IS FURTHER AGREED that, upon the Commission's approval of this Agreement, Judge Brand shall be disqualified from future judicial service; sitting or serving as a judge in the State of Texas in the future; or standing for election or appointment to judicial office in the State of Texas.

IT IS FURTHER AGREED that any violation of this Agreement by Judge Brand 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 Brand, 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 his by any court or tribunal.

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

AGREED TO AND ACCEPTED upon its execution by the parties.



SEALE BRAND



~~JORGE C. RANGEL~~, Chair
State Commission on Judicial Conduct

VERIFICATION

State of Texas §
County of Jim Wells §

BEFORE ME, the undersigned authority, on this day personally appeared SEALE BRAND, 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 17 day of Oct, 2011.

Glenn Hackfeld
NOTARY PUBLIC, IN AND FOR THE
STATE OF TEXAS



October 17, 2011

Received by



OCT 11 2011

STATE COMMISSION
ON JUDICIAL CONFLICT

Dear Mr. Summers

Enclosed is the signed agreement form. As you are aware, my last day as the Orange Grove Municipal Judge was October 13, 2011. Mayor Srp has employed the local JP for two days each month until the city fills the court position. I appreciate your professionalism and prompt attention to resolving this matter.

Sincerely,



Seale Brand