



**BEFORE THE  
STATE COMMISSION ON JUDICIAL CONDUCT**

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**IN RE: HONORABLE MICHAEL NELSON  
HITCHCOCK MUNICIPAL JUDGE  
HITCHCOCK, GALVESTON COUNTY, TEXAS**

**CJC No. 23-0167**

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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 relevant times, the Honorable Michael Nelson ("Judge Nelson") was a Municipal Judge, in Hitchcock, Galveston County, Texas; and

**WHEREAS** on or about November 2, 2022, the Commission received a complaint from Texas Municipal Courts Education Center concerning Judge Nelson's failure to complete his required judicial education; and

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

**WHEREAS** no prior disciplinary action has been taken against Judge Nelson, who has not responded to any inquiries by the Commission regarding this complaint, and

**WHEREAS** the parties agree that the allegations of judicial misconduct, if found to be true, could result in disciplinary action against Judge Nelson; 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 Nelson, upon the signing of this Agreement, officially and formally resigns any and all judicial duties effective immediately 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 Nelson in connection with the above-referenced matter.

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

**IT IS FURTHER AGREED** that, upon the Commission's approval of this Agreement, Judge Nelson 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 but not limited to the performance of wedding ceremonies.

**IT IS FURTHER AGREED** that any violation of this Agreement by Judge Nelson 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. V, Sec. 1-a(6)A of the Texas Constitution, and Section 33.001(b) of the Texas Government Code.

**IT IS FURTHER AGREED** that this Agreement shall be made public as a voluntary agreement to resign from judicial office, pursuant to Section 33.032(h) of the Texas Government Code, and 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 Nelson, 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.

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

SIGNED BY:

Michael Nelson

HON. MICHAEL NELSON

By Carolyn Nelson, POA

Date: 5/4/23

[Signature]

HON. GARY L. STEEL, CHAIR  
STATE COMMISSION ON JUDICIAL  
CONDUCT

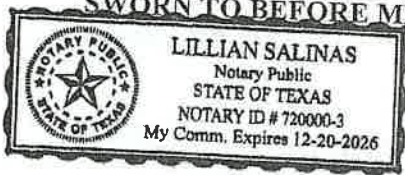
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VERIFICATION

State of Texas §  
County of Galveston §

BEFORE ME, the undersigned authority, on this day personally appeared **MICHAEL NELSON**, 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 4<sup>th</sup> day of May, 2023.



Lillian Salinas  
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS