



**BEFORE THE  
STATE COMMISSION ON JUDICIAL CONDUCT**

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**IN RE: Honorable Emil Karl Prohl  
198<sup>th</sup> Judicial District Court  
Kerr, Kimble, Mason, McCulloch, and Menard Counties, Texas  
(CJC Nos. 08-0899-DI, 08-0913-DI and 08-0938-DI)**

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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 Emil Karl Prohl was the Judge of the 198<sup>th</sup> Judicial District Court of Kerr, Kimble, Mason, McCulloch, and Menard Counties, Texas, and

**WHEREAS** on July 14, 2008, July 15, 2008, and July 22, 2008, complaints were filed with the Commission, each generally alleging that the judge was biased in favor of the District Attorney of the 198<sup>th</sup> Judicial District as a result of the District Attorney's largess towards the judge, which involved funds that had been seized from criminal defendants pursuant to Art. 59.06 of the Texas Code of Criminal Procedure ("Disposition of Forfeited Property"); and

**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 Prohl, 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 Prohl, upon the effective date of this Agreement, shall resign his 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 Prohl in connection with the above-referenced matter.

**IT IS FURTHER AGREED** that, upon the Commission's approval of this Agreement, Judge Prohl 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, 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 Prohl 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 Prohl, 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 him by any court or tribunal.

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

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

**ORIGINAL SIGNED BY**

**ORIGINAL SIGNED BY**

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EMIL KARL PROHL

\_\_\_\_\_  
HONORABLE SID HARLE, CHAIR  
STATE COMMISSION ON JUDICIAL  
CONDUCT

Date: 9/23/09

Date: 10/14/09

**VERIFICATION**

State of Texas                   §  
County of Kerr                   §

**BEFORE ME**, the undersigned authority, on this day personally appeared EMIL KARL PROHL, 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 23rd day of September, 2009.

**ORIGINAL SIGNED BY**

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NOTARY PUBLIC, IN AND FOR THE  
STATE OF TEXAS