



**BEFORE THE
STATE COMMISSION ON JUDICIAL CONDUCT**

**IN RE: HONORABLE R. G. BOWERS
DIBOLL MUNICIPAL COURT
DIBOLL, ANGELINA COUNTY, TEXAS
CJC No. 11-0722-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 R. G. Bowers was Judge of the Diboll Municipal Court, Diboll, Angelina County, Texas, and

WHEREAS on or about April 27, 2011, a complaint was filed with the Commission alleging that Judge Bowers had engaged in unethical and/or illegal conduct by providing false testimony in a probate court proceeding; by signing a false affidavit in that proceeding; and/or by encouraging another individual to provide false testimony in that same proceeding, and

WHEREAS Judge Bowers did not file a formal response to the Commission's letter of inquiry in this matter, and instead, generally denied that he had any criminal intent when he engaged in the conduct under consideration herein, and

WHEREAS no Findings of Fact or Conclusions of Law have been made by the Commission in connection with the above-referenced matter, and

WHEREAS the parties agree that the allegations of judicial misconduct, if found to be true, could result in further disciplinary action against Judge Bowers, 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 Bowers, by executing this Agreement, affirms that he has resigned 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 Bowers in connection with the above-referenced matter.

IT IS FURTHER AGREED that, upon the Commission's approval of this Agreement, Judge Bowers 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 Bowers 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 Bowers, 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 Bowers, by his execution of this voluntary agreement, does not admit guilt, fault or liability regarding the matters contained in the complaint referenced above.

IT IS FURTHER AGREED that the effective date of this Agreement shall be upon its execution by the parties.

AGREED TO AND ACCEPTED upon its execution by the parties.


R.G. BOWERS


TOM CUNNINGHAM, CHAIR
STATE COMMISSION ON JUDICIAL
CONDUCT

Date: 5-25-12

Date: June 14, 2012

VERIFICATION

State of Texas §
County of Angelina §

BEFORE ME, the undersigned authority, on this day personally appeared **R.G. BOWERS**, 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 25th day of May, 2012.

Julia L. Figueroa
NOTARY PUBLIC, IN AND FOR THE
STATE OF TEXAS

