

BEFORE THE JUDICIARY COMMISSION OF LOUISIANA

JUDICIARY COMMISSION  
OF LOUISIANA

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CHIEF EXECUTIVE OFFICER  
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CASE NO. 0384

IN RE: JUSTICE OF THE PEACE MICHELE P. HOLMES  
SEVENTH JUSTICE COURT  
JEFFERSON PARISH  
STATE OF LOUISIANA

**DEFERRED RECOMMENDATION OF DISCIPLINE AGREEMENT**

Justice of the Peace Michele P. Holmes and the Judiciary Commission of Louisiana have agreed to confect a Deferred Recommendation of Discipline Agreement concerning the Notice of Hearing currently pending against Justice of the Peace Holmes in Case No. 0384 (the "Notice of Hearing"), a copy of which is attached hereto as Exhibit A.

**WHEREAS**, a Notice of Hearing was filed on May 26, 2022, but considering the proposal for a Deferred Recommendation of Discipline Agreement, a majority of the members agreed to cancel the hearing if this Agreement is consummated and to defer recommending discipline of Justice of the Peace Holmes to the Louisiana Supreme Court with respect to the Notice of Hearing as long as Justice of the Peace Holmes is in compliance with the provisions of this Agreement;

**WHEREAS**, the Notice of Hearing shall be held in abeyance during the term of this Agreement, unless it is reactivated by the Commission after a default of the Agreement in accordance with Section 4 below; and

**WHEREAS**, if the term of this Agreement expires without a violation of its terms and conditions by Justice of the Peace Holmes, the Commission shall dispense with making any recommendation of discipline to the Louisiana Supreme Court with respect to the Notice of Hearing.

**NOW THEREFORE**, Justice of the Peace Holmes agrees and consents as follows:

1. **TERMS AND CONDITIONS:** The term of this Agreement shall be for a period of three (3) years, commencing on the date this Agreement is signed by the Chair of the Commission in the space provided below (the "effective date"), pursuant to the following terms and conditions:

(a) Justice of the Peace Holmes admits that her conduct as set forth in the Notice of Hearing violated Canons 1, 2A, 2B, 3A(1), and 3B(1) of the Code of Judicial Conduct and Article V, Section 25(C) of the Louisiana Constitution (1974) in the respects mentioned in the Notice of Hearing.

(b) Justice of the Peace Holmes shall pay restitution to the office of Constable Floyd Davis in the amount of \$1,929.34, which equals the amount of the filing fees owed to him that she did not properly remit since August 2019 plus interest. Such amount shall be paid in full on the effective date of this Agreement or, alternatively, Constable Davis will be repaid out of Justice of the Peace Holmes's full share of the filing fees collected by her court until this amount is paid in full. Within fifteen (15) days of any payment to Constable Davis, Justice of the Peace Holmes shall certify in writing to the Judiciary Commission the amount paid and the date on which payment was made.

(c) Justice of the Peace Holmes agrees to consult with a Certified Public Accountant (CPA), at her sole expense, to determine the appropriate accounting to provide to Constable Davis (and any successive constable) regarding his share of the filing fees collected by her court and implement such procedures, subject to the Commission's approval. Within sixty (60) days of the effective date of this Agreement, Justice of the Peace Holmes shall certify in writing that she has consulted with a CPA and shall provide to the Commission the CPA's recommended accounting procedures that she intends to implement. Thereafter, the Commission will notify Justice of the

Peace Holmes in writing whether the Commission approves of the proposed accounting procedures as submitted, or whether any further changes are required to comply with the terms of this Agreement. Within thirty (30) days of being notified of the Commission's approval, Justice of the Peace Holmes agrees to certify in writing to the Commission that she has instituted the accounting procedures approved by the Commission and submit to the Commission her initial accounting to Constable Davis. Should she desire to change her accounting procedures during the term of this Agreement, Justice of the Peace Holmes agrees to promptly notify the Commission of the changes she proposes to make and obtain the Commission's prior approval of such changes.

(d) Justice of the Peace Holmes agrees to strictly comply with the laws governing the charging and distribution of filing fees, as set forth in Louisiana Revised Statutes 13:2590 and 13:2590.1, including agreeing to retain in a separate account the additional filing fees charged for the clerk of court to be used for the operational expenses of the clerk of court's office.

(e) Justice of the Peace Holmes agrees that any further meritorious complaints lodged against her during the term of this Agreement shall create a default under this Agreement. Any complaints pending against Justice of the Peace Holmes on the effective date of this Agreement shall not create a default under this Agreement.

**2. CERTIFICATION THAT CONDITIONS SATISFIED:** On an annual basis, Justice of the Peace Holmes agrees to certify in writing to the Judiciary Commission that she has fulfilled the terms and conditions of this Agreement for the reporting period and briefly describe how she has fulfilled her obligations under this Agreement during the reporting period (e.g., certifying that she is continuing to employ the accounting procedures approved by the Commission and strictly complying with the specified laws governing the charging and distribution of filing fees).

3. **COMMISSION HEARING TO DETERMINE DEFAULT:** If the Commission determines, by clear and convincing evidence, after a hearing, that Justice of the Peace Holmes has failed or refused to comply with any of the stipulations, terms, or conditions of this Deferred Recommendation of Discipline Agreement, Justice of the Peace Holmes hereby agrees to the default provisions in Section 4 and the consent discipline in Section 5 with respect to the Notice of Hearing.

4. **DEFAULT PROVISIONS:** If the Commission determines, after a hearing, that Justice of the Peace Holmes has failed or refused to comply with any of the stipulations, terms, or conditions of this Deferred Recommendation of Discipline Agreement, the following default provisions shall become immediately effective:

(a) The Notice of Hearing in this matter shall be immediately reactivated by the Commission;

(b) Justice of the Peace Holmes shall be deemed to have admitted each and every allegation of fact and law alleged in the Notice of Hearing; and

(c) Justice of the Peace Holmes further agrees that in the event the Notice of Hearing is reactivated in accordance with this Agreement, it shall not be necessary for the Commission and/or its Special Counsel to submit any further proof, testimonial, documentary or otherwise, in support of the facts in the Notice of Hearing at a hearing. However, Justice of the Peace Holmes hereby agrees that the Commission, through its Special Counsel, may, in the members' sole option and discretion, submit any additional proof, testimonial, documentary or otherwise, in support of the Notice of Hearing.

(d) The admission of fault set forth in this Agreement is provided for the sole purpose of this Deferred Recommendation of Discipline Agreement and shall have no effect and shall be

null and void in any other forum and is not binding upon Justice of the Peace Holmes for any purpose other than for the purposes set forth in this Agreement.

5. **CONSENT DISCIPLINE:** The consent discipline agreed to by Justice of the Peace Holmes in the event of a default under this Agreement shall consist of a suspension of three (3) months without pay by the Louisiana Supreme Court. In connection therewith, Justice of the Peace Holmes:

(a) agrees and stipulates that she waives any and all right or entitlement she may have to interpose an objection to the imposition of such consent discipline by the Louisiana Supreme Court in connection with the Notice of Hearing;

(b) acknowledges that the Supreme Court is not bound by the consent discipline set forth in this Agreement and may impose any discipline authorized by the Louisiana Constitution, or no discipline at all; and

(c) agrees that the consent discipline shall not prohibit the Commission from recommending, or the Supreme Court from ordering, additional discipline based upon any new notice of hearing filed before the Commission after the effective date of this Agreement. Any conduct by Justice of the Peace Holmes that violates the Code of Judicial Conduct or Article V, Section 25(C) of the Louisiana Constitution (1974) that is unknown to the Commission on the date of this Agreement, but that becomes evident after the effective date of this Agreement, shall be pursued by the Commission in the ordinary course and may trigger a default under this Agreement.

6. **ADMONISHMENT:** The Commission hereby admonishes Justice of the Peace Holmes for violating Canons 1, 2A, 2B, 3A(1), and 3B(1) of the Code of Judicial Conduct (1996) and Article V, Section 25(C) of the Louisiana Constitution (1974) in the respects mentioned in the Notice of Hearing by failing to properly account for and distribute filing fees to her constable in

accordance with Louisiana Revised Statutes 13:2590 by improperly charging her constable half of certain expenses attributable solely to the operation of her justice of the peace office; by failing to retain in a separate account the additional filing fees charged for the clerk of court, as required by Louisiana Revised Statutes 13:2590.1; and by failing to adequately communicate and cooperate with her constable in matters concerning her accounting and fee sharing practices.

7. **PUBLIC RECORD:** Pursuant to Louisiana Supreme Court Rule XXIII, Section 31(b), this Agreement, once executed, shall be public record. A link to the executed DRDA may be posted on the Commission's webpage.

8. **VOLUNTARY AGREEMENT:** By signing this Agreement, Justice of the Peace Holmes hereby affirms that her consent to its terms and conditions has been freely and voluntarily given, and she has had the opportunity to consult with legal counsel of her choosing prior to signing the Agreement.

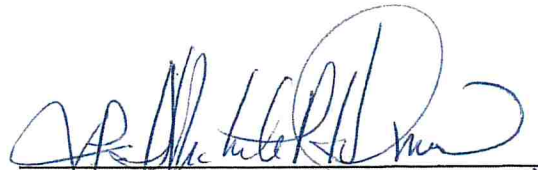
9. **EFFECTIVE TIME:** The terms and conditions of this Deferred Recommendation of Discipline Agreement shall be binding upon Justice of the Peace Holmes after it is signed by her and signed by the Commission, and shall be binding upon the Commission at the time the current Chair of the Commission signs in the space provided below.

10. **INTERPRETATION:** Should a question arise concerning the interpretation of this Agreement, Justice of the Peace Holmes may conclusively rely upon the written opinion of either the Commission's Chair (or Vice-Chair if the Chair is recused) or its Chief Executive Officer as to how Justice of the Peace Holmes should proceed in the face of the question or situation then at hand.

11. **SUBMISSIONS, CERTIFICATIONS, AND COMMUNICATIONS:** Unless otherwise specified, the submissions and certifications to the Commission required by this

Agreement shall be made by letter addressed to Commission Counsel, at 400 Royal Street, Suite 1213, New Orleans, Louisiana 70130, with a copy to the Office of Special Counsel. Ex parte communications with Commission Counsel about this Agreement are not permitted. If questions arise or communications are necessary, please email Commission Counsel with a copy to the Office of Special Counsel or, alternatively, arrange for a conference call with Commission Counsel and the Office of Special Counsel.

12. **COSTS:** Justice of the Peace Holmes hereby agrees to pay to the Judiciary Commission an amount equal to the costs that have been incurred to date, \$821.50, in connection with the investigation and litigation of this matter. **Failure to pay costs within thirty (30) days of the effective date of this Agreement, which is the date the Chair signs below, shall constitute a default under this Agreement.**

  
Justice of the Peace Michele P. Holmes  
Date: May 24, 2022

**APPROVED AND ADOPTED:**

**The Judiciary Commission of Louisiana**

By:   
Judge Brady O'Callaghan, Chair

Date: 5/27/22

BEFORE THE JUDICIARY  
COMMISSION OF LOUISIANA

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JUDICIARY COMMISSION  
OF LOUISIANA  
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CHIEF EXECUTIVE OFFICER

NO. 0384

IN RE: JUSTICE OF THE PEACE  
MICHELE P. HOLMES  
SEVENTH JUSTICE COURT  
JEFFERSON PARISH  
STATE OF LOUISIANA

NOTICE OF HEARING

PLEASE TAKE NOTICE that the Judiciary Commission of Louisiana, following an investigation, has concluded that a hearing is necessary to rule on the conduct specified below, that may constitute cause for disciplinary action against you for unethical conduct, all as set forth below.

YOU ARE ALSO NOTIFIED that you are required to plead and answer each and every allegation of this Notice of Hearing within thirty (30) days from the date of service of this Notice of Hearing; and that you must file a verified original and three (3) legible copies of any and all pleadings when the pleading relates to a matter to be decided by the Commission pursuant to Louisiana Supreme Court Rule 23, Section 29(e), or an original and one legible copy when the pleading relates to a matter to be decided by the hearing officer pursuant to Section 29(c). All exceptions, whether dilatory, declinatory, or peremptory, and the answer must be filed at the same time, in accordance with Rule 23, Section 4 of the Rules of the Supreme Court of Louisiana.

YOU ARE FURTHER NOTIFIED that, in accordance with Louisiana Supreme Court Rule 23, Section 23, once you have filed an answer to this Notice of Hearing, or once the time for filing an answer has expired, proceedings before the Judiciary Commission and its hearing officer in this matter shall be open to the public, and the pleadings, orders, and evidence filed into the record of this proceeding shall be public record, subject to the right of the hearing officer or the Commission to issue a protective order.

YOU ARE FURTHER NOTIFIED that, in accordance with Rule 23, Section 29 of the Rules of the Supreme Court of Louisiana, the Judiciary Commission will set a hearing before a Hearing Officer on the issue of your discipline upon further notice; and that upon request, or on the Judiciary Commission's or the Hearing Officer's own motion, a status conference may be scheduled at a date and time before the hearing.

**EXHIBIT "A"**



FACTUAL ALLEGATIONS

A. You, Justice of the Peace Michele P. Holmes, failed to personally observe a high standard of conduct so as to preserve the integrity and independence of the judiciary; failed to respect and comply with the law and to act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; lent the prestige of judicial office to advance the private interest of yourself or others; failed to be faithful to the law and maintain professional competence in it; failed to diligently discharge your administrative responsibilities without bias or prejudice; failed to maintain professional competence in judicial administration; failed to cooperate with court officials in the administration of court business; engaged in willful misconduct relating to your official duty; and engaged in willful and persistent failure to perform your duty:

(1) From the time your constable, Floyd Davis, took office in August 2019 to March 2021, you failed to properly account for and distribute filing fees to him in accordance with Louisiana Revised Statute 13:2590 by paying certain expenses of your office, including internet, cell phone, and miscellaneous office supplies "off the top" of filing fees collected, and then splitting the remainder with him in the absence of an informed mutual agreement to do so;

(2) You failed to comply with Louisiana Revised Statute 13:2590.1(C), which requires that all additional filing fees charged for the clerk of court be retained in a separate account to be used for the operational expenses of the clerk of court's office;

(3) On various occasions between August 2019 and December 2020, you improperly charged Constable Davis, as an expense of your office, half of any hourly pay owed to your clerk of court when such pay exceeded the clerk of court intake allowed by Louisiana Revised Statute 13:2590.1; and

(4) You failed to adequately communicate and cooperate with Constable Davis in matters concerning your accounting and fee sharing practices.

B. By reason of the foregoing paragraphs A(1) through A(4) above you have:

(1) violated Canons 1, 2A, 2B, 3A(1), and 3B(1) of the Code of Judicial Conduct (1996); and/or

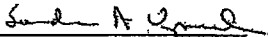
(2) engaged in willful misconduct relating to your official duty in violation of Louisiana Constitution, Article V, Section 25(C) (1974); and/or

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(3) engaged in willful and persistent failure to perform your duty in violation of Louisiana  
Constitution, Article V, Section 25(C) (1974).

New Orleans, Louisiana, this 14<sup>th</sup> day of May, 2022.

BY ORDER OF THE COMMISSION

  
Sandra A. Vijnovich  
Chief Executive Officer  
Judiciary Commission of Louisiana  
400 Royal Street, Suite 1213  
New Orleans, Louisiana 70130  
504-310-2550