

2023 JUN 15 P 12:39

CHIEF EXECUTIVE OFFICER



**BEFORE THE JUDICIARY
COMMISSION OF LOUISIANA**

NO. 0391

**IN RE: JUSTICE OF THE PEACE JANICE JONES
WARD 1
PARISH OF CALDWELL
STATE OF LOUISIANA**

DEFERRED RECOMMENDATION OF DISCIPLINE AGREEMENT

Justice of the Peace Janice Jones 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 Jones in Case No. 0391 (the "Notice of Hearing"), a copy of which is attached hereto as Exhibit A.

WHEREAS, a Notice of Hearing was filed on May 23, 2023, 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 Jones to the Louisiana Supreme Court with respect to the Notice of Hearing as long as Justice of the Peace Jones is in compliance with the provisions of this Agreement.

WHEREAS, the Amended 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.

WHEREAS, if the term of this Agreement expires without a violation of its terms and conditions by Justice of the Peace Jones, the Commission will 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 Jones 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 Jones admits that her conduct as set forth in the Notice of Hearing violated Canons 1, 2A, 3A(1), 3A(6), and 3A(10) of the Code of Judicial Conduct (1996), and violated Louisiana Constitution, Article V, Section 25(C) (1974) in the respects mentioned in the Notice of Hearing.

(b) During each year this Agreement is in effect, Justice of the Peace Jones shall obtain, in addition to her already-mandated training requirements through the Attorney General's Office, an additional three (3) hours of training/education per year in courses offered by the Attorney General's Office regarding judicial ethics and/or civil procedure, and preferably involving the topics of *ex parte* communications, filing fees, and/or setting of trial dates. For each course taken to satisfy these additional three (3) hours of training, prior to taking the course, Justice of the Peace Jones will submit in advance information regarding the course to the Commission for approval. Within thirty (30) days after completion of each course, Justice of the Peace Jones will provide a certification of completion to the Commission.

(c) Justice of the Peace Jones agrees to strictly comply with the law governing the setting of a matter for trial as set forth in Louisiana Code of Civil Procedure articles 4920 and 4920.1(C)(1) and the charging of filing fees as set forth in La. R.S. 13:2590(A), as well as with the canons governing *ex parte* communications and commitments with respect to issues likely to come before the court.

(d) Justice of the Peace Jones 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 Jones on the effective date of this Agreement shall not create a default under this Agreement.

2. **COMMISSION HEARING TO DETERMINE DEFAULT:** If the Commission determines, by clear and convincing evidence, after a hearing, that Justice of the Peace Jones 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 Jones hereby agrees to the default provisions in Section 4 and the consent discipline in Section 5 with respect to the Notice of Hearing.

3. **CERTIFICATION THAT CONDITIONS SATISFIED:** On an annual basis, Justice of the Peace Jones 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.

4. **DEFAULT PROVISIONS:** If the Commission determines, after a hearing, that Justice of the Peace Jones 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 Jones will 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 Jones 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 Jones 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 Jones 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 Jones in the event of a default under this Agreement shall consist of a suspension of thirty (30) days without pay by the Louisiana Supreme Court. In connection therewith, Justice of the Peace Jones:

(a) agrees and stipulates that she waives any and all right and 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 charges filed before the Commission after the effective date of this Agreement. As of the effective date of this Agreement, the Commission knows of no other conduct that has resulted or is likely to result in the submission of a complaint (or a notice of hearing). Any other conduct by Justice of the Peace Jones 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 Jones for violating Canons 1, 2A, 3A(1), 3A(6), and 3A(10) of the Code of Judicial Conduct (1996), and Louisiana Constitution, Article V, Section 25(C) (1974) in the respects mentioned in the Notice of Hearing and, more particularly, by failing to allow a defendant ten days to answer the plaintiff's petition prior to hearing the matter as required by law, charging an excessive filing fee for a Motion for a New Trial, engaging in *ex parte* communications with the parties about payment of the judgment and the defendant's desire for a new trial or appeal, and making pledges, promises, or commitments inconsistent with the impartial performance of the adjudicative duties of office.

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 Jones 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.

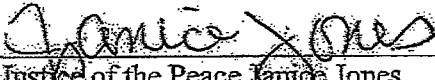
9. **EFFECTIVE TIME:** The terms and conditions of this Deferred Recommendation of Discipline Agreement shall be binding upon Justice of the Peace Jones after it is signed by her and signed by the Commission, and shall be binding upon the Commission at the time the current Chair of the Commission signs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

10. **INTERPRETATION:** Should a question arise concerning the interpretation of this Agreement, Justice of the Peace Jones 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 Jones should proceed in the face of the question or situation 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 Jones hereby agrees to pay the Judiciary Commission an amount equal to the costs that have been incurred to date, ~~\$1,218.50~~ in connection with the investigation and litigation of this matter. This amount will be due in four equal payments of ~~\$304.63~~, with the first payment due within thirty (30) days of the effective date of this agreement (which is the date the Chair signs below) and with each subsequent payment due within thirty (30) days of the prior payment. **Failure to pay costs in accordance with this schedule shall constitute a default under this Agreement.**


Justice of the Peace Janice Jones

Date: 6-9-2023

APPROVED AND ADOPTED:

The Judiciary Commission of Louisiana

By: 

Christopher P. Ieyoub, Chair

Date: 6/14/23

2023 MAY 23 P 4: 19

CHIEF EXECUTIVE OFFICER

DB

**BEFORE THE JUDICIARY
COMMISSION OF LOUISIANA**

NO. 0391

**IN RE: JUSTICE OF THE PEACE JANICE JONES
WARD 1
PARISH OF CALDWELL
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(c), 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 Janice Jones, 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; failed to be faithful to the law and maintain professional competence in it; engaged in *ex parte* communications that were designed to influence your judicial action in a case; made pledges, promises or commitments that were inconsistent with the impartial performance of the adjudicative duties of your office; and engaged in willful misconduct relating to your official duty, as shown by the following:
1. You, Justice of the Peace Janice Jones, were elected Justice of the Peace for Ward 1 in Caldwell Parish in 2014, and assumed office January 1, 2015. You were re-elected, unopposed, for another six year term in 2020. You have served continuously as Justice of the Peace for Ward 1 in Caldwell Parish since you were first elected and sworn in on January 1, 2015.
 2. On February 23, 2021, Fluitt Construction filed suit against Tonya Henson in your Court, for work done to her home in Columbia, Louisiana due to hurricane damages in the amount of \$3,323.65. You, Justice of the Peace Janice Jones, set the trial date for March 4, 2021, to be held at the Caldwell Parish Courthouse. You noted the date and time for court on the Citation, which was served personally on the defendant, Ms. Henson, by your Constable on February 23, 2021. Your trial date failed to give Ms. Henson ten days to answer the plaintiff's petition, as the Citation states she should receive and as the law requires.
 3. Ms. Henson retained attorney Mark McKee to help her answer the suit. Because he did not have time to complete the response, Ms. Henson contacted you, Justice of the Peace Janice Jones, and asked for a postponement to give her time to answer the petition and prepare for the hearing, which you denied.
 4. You, Justice of the Peace Janice Jones, held the hearing on March 4, 2021, the ninth day after service of the Petition and Citation, without giving Ms. Henson and her attorney adequate time to prepare, and in violation of Louisiana Code of Civil Procedure Arts 4920 and 4921.1(C)(1). Ms. Henson appeared for the hearing without an attorney.
 5. On March 7, 2021, you, Justice of the Peace Janice Jones, rendered a written Judgment in favor of plaintiff, Fluitt Construction, and against defendant, Tonya Henson, in the amount of

\$2,483.81 with ten percent interest after March 18, 2021, until paid, plus court costs in the amount of \$245.00.

6. Ms. Henson did not pay the judgment but asked for a re-trial. First, Ms. Henson called and/or texted you, Justice of the Peace Janice Jones, about a re-trial. Then, on March 16, 2021, Ms. Henson came to your home and filed a handwritten request that “the court remove the judgment...that is set to become a lien on 3/18/21.” You, Justice of the Peace Janice Jones, charged Ms. Henson \$140.00 for this pleading. On Ms. Henson’s receipt for the \$140 filing fee, you labeled it as a “Cash payment for ‘appeal/retrial’ of judgment in case with Mr. Fluitt Construction...” Your filing fee of \$140 exceeded the amount that a justice of the peace may demand for a motion for new trial or a motion for appeal pursuant to Louisiana R.S. 13:2590(A).
7. After Ms. Henson filed her handwritten request that the court remove the judgment against her, you, Justice of the Peace Janice Jones, spoke with representatives at the Attorney General’s Office a number of times about Ms. Henson’s appeal/retrial. You concluded that Ms. Henson needed to reword her request and called her to inform her of such.
8. Shortly thereafter Ms. Henson consulted with her attorney, who prepared a typed Motion for New Trial based on the argument that Mr. Fluitt was not a licensed contractor. Ms. Henson told you that she could not drive to your home to give you the new filing, and asked if you could stop by her house and get it. You, Justice of the Peace Janice Jones, told Ms. Henson that you would do so.
9. On March 18, 2021, you, Justice of the Peace Janice Jones, went to Ms. Henson’s home, but instead of simply picking up her new Motion for a New Trial, you engaged in an extensive and improper *ex parte* conversation with Ms. Henson about the case, the quality of Fluitt Construction’s work, the evidence, such as invoices, and Mr. Fluitt’s lack of a contractor’s license. Ms. Henson was clearly trying to influence your decision on her Motion for a New Trial. You also told Ms. Henson that you had engaged in an *ex parte* conversation with Mr. Fluitt that day at his home and asked him for copies of invoices. Your post-hearing *ex parte* conversations with Mr. Fluitt and Ms. Henson were improper and a violation of Canon 3A(6).
10. During the course of your improper *ex parte* communication with Ms. Henson, you, Justice of the Peace Janice Jones, attempted to return to Ms. Henson her \$140 filing fee, so she could instead file an appeal at the district courthouse. You said you could do a re-trial on Wednesday

if the courtroom was available, but an appeal was Ms. Henson's best bet if she wanted the money back that she had already paid to Mr. Fluitt.

11. Because Ms. Henson continued to resist the idea of an appeal of the judgment to the district court, you, Justice of the Peace Janice Jones, responded: "Well, I will file for a re-trial, I will amend it." This and other statements by you led Ms. Henson to believe you were granting the Motion for New Trial and eventually would enter a new judgment in her favor. You violated the provisions of Canon 3A(10) with respect to this case, which would come before you if re-tried, by making pledges, promises or commitments that were inconsistent with the impartial performance of the adjudicative duties of your office.

12. Subsequently, you, Justice of the Peace Janice Jones, issued a written ruling denying the Motion for New Trial, because you saw no reason to grant the motion. Your ruling stated that Ms. Henson still owed Mr. Fluitt \$2,828.81 for labor and supplies for a job that she hired Mr. Fluitt to do. It also stated Mr. Fluitt had chosen not to file judgment (a lien) on the above address because of added cost to him, which was something you learned from Mr. Fluitt in your improper *ex parte* conversation with him.

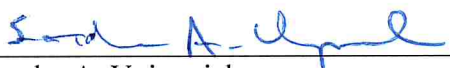
B. By reason of the foregoing paragraphs A(1) through A(12) above you have:

(1) violated Canons 1, 2A, 3A(1), 3A(6), and 3A(10) 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).

New Orleans, Louisiana, this 23rd day of May, 2023.

BY ORDER OF THE COMMISSION


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