

**BEFORE THE JUDICIARY  
COMMISSION OF LOUISIANA**

**NO. 0396**

**IN RE: JUSTICE OF THE PEACE RUSSELL WAGONER, SR.  
DISTRICT 3, CONCORDIA PARISH  
STATE OF LOUISIANA**

**DEFERRED RECOMMENDATION OF DISCIPLINE AGREEMENT**

Justice of the Peace Russell Wagoner, Sr., 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 Wagoner in Case No. 0396 (the "Notice of Hearing"), a copy of which is attached hereto as Exhibit A.

**WHEREAS**, the Commission approved and accepted the stipulated facts and conclusions of law submitted by the parties and granted the Joint Motion to Dispense with the Services of the Hearing Officer Pursuant to Supreme Court Rule XXIII, Section 29(h); Justice of the Peace Wagoner appeared for questioning before the Judiciary Commission on August 23, 2024; and a majority of the members agreed to defer recommending discipline of Justice of the Peace Wagoner to the Louisiana Supreme Court with respect to the Notice of Hearing as long as Justice of the Peace Wagoner 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.

**WHEREAS**, if the term of this Agreement expires without a violation of its terms and conditions by Justice of the Peace Wagoner, 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 Wagoner 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 Wagoner admits that his conduct as set forth in the Notice of Hearing violated Canons 1, 2, 2A, 2B, 3A(1), 3A(4), 3A(6), 3A(7), and 3C 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 Wagoner shall attend at least one in-person training held by the Attorney General’s Office, regardless of how many in-person trainings the Attorney General’s Office mandates he attend, starting with the next available in-person training after the effective date of this Agreement. Within thirty (30) days after completion of each training, Justice of the Peace Wagoner will certify in writing to the Commission that he has attended training, the dates of the training, and a list of the courses he attended at the training.

(c) During each year this Agreement is in effect, Justice of the Peace Wagoner shall obtain, in addition to his already-mandated training requirements through the Attorney General’s Office, an additional three (3) online courses of training/education per year offered by the Attorney General’s Office (or by other entities, as approved by the Commission) regarding judicial ethics and/or civil procedure, and preferably involving the topics of ex parte communications, sequestration, jurisdiction, service, and/or due process, if available. For each online course taken to satisfy these additional nine (9) courses of training required over the course of this Agreement, prior to taking the online course, Justice of the Peace Wagoner 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 Wagoner will provide a certification of completion to the Commission.

(d) Prior to or shortly after the effective date of the Agreement, the Commission will assign Justice of the Peace Wagoner a mentor judge or justice of the peace. Justice of the Peace Wagoner shall meet in-person with this mentor at least four times during the first year and at least twice a year during the second and third years after the mentor is assigned. Although in-person meetings are required, the Chair may approve an exception to this requirement upon request and for good cause. Within thirty (30) days after each required in-person meeting with this mentor judge, Justice of the Peace Wagoner shall provide certification of the meetings (including the dates, meeting lengths, and discussion topics), which shall be certified by the mentor judge, to the Commission.

(e) Justice of the Peace Wagoner agrees to strictly comply with the law governing sequestration as set forth in Louisiana Code of Civil Procedure articles 3501 through 3514; the law governing territorial and subject matter jurisdiction in justice of the peace court as set forth in Louisiana Code of Civil Procedure articles 4845 and 4911 through 4913 as well as in Louisiana Revised Statute 13:2586; and with Canon 3A(6) of the Code of Judicial Conduct governing ex parte communications.

(f) Justice of the Peace Wagoner agrees that any further meritorious complaints lodged against him during the term of this Agreement shall create a default under this Agreement. Any complaints pending against Justice of the Peace Wagoner 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 Wagoner 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 Wagoner 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 Wagoner agrees to certify in writing to the Judiciary Commission that he has fulfilled the terms and conditions of this Agreement for the reporting period and briefly describe how he has fulfilled his obligations under this Agreement.

4. **DEFAULT PROVISIONS:** If the Commission determines, after a hearing, that Justice of the Peace Wagoner 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 Wagoner 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 Wagoner 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 Wagoner 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 Wagoner 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 Wagoner in the event of a default under this Agreement shall consist of a public censure by the Louisiana Supreme Court. In connection therewith, Justice of the Peace Wagoner:

(a) agrees and stipulates that he waives any and all right and entitlement he 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 Wagoner 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 Wagoner for violating Canons 1, 2, 2A, 2B, 3A(1), 3A(4), 3A(6), 3A(7), and 3C 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 issuing sequestration orders in two matters without following the proper procedures under the law, by engaging in impermissible ex parte communications related to the sequestration orders and thereafter failing to recuse himself, by presiding over an eviction proceeding despite not having territorial or subject matter jurisdiction, and by issuing a stay in the eviction proceeding following an ex parte conversation with a party's attorney.

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 Wagoner hereby affirms that his consent to its terms and conditions has been freely and voluntarily given, and he has had the opportunity to consult with legal counsel of his 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 Wagoner after it is signed by him 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 Wagoner 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 Wagoner 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, and/or by letter emailed to Commission Counsel at [JudiciaryCommisison@lasc.org](mailto:JudiciaryCommisison@lasc.org), 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 Wagoner hereby agrees to pay the Judiciary Commission an amount equal to the costs incurred by the Office of Special Counsel, \$1,976.49, in connection with the investigation of this matter. This amount will be due in four equal quarterly payments of \$494.12, with the first payment due within three (3) months of the effective date of this Agreement (which is the date the Chair signs below) and with each subsequent payment due within three (3) months of the prior payment. **Failure to pay costs in accordance with this schedule shall constitute a default under this Agreement.**

  
Justice of the Peace Russell Wagoner, Sr.

Date: 09/30/24

---

**APPROVED AND ADOPTED:**

**The Judiciary Commission of Louisiana**

By: Suzanne H. Stinson  
Suzanne H. Stinson, Chair

Date: 10/15/2024



2024 APR -2 A 10: 17

CHIEF EXECUTIVE OFFICER

*gjm*

**BEFORE THE JUDICIARY  
COMMISSION OF LOUISIANA**

NO. 0396

**IN RE: JUSTICE OF THE PEACE RUSSELL WAGONER, SR.  
DISTRICT 3, CONCORDIA PARISH  
STATE OF LOUISIANA**

**NOTICE OF HEARING**

**PLEASE TAKE NOTICE** that the Judiciary Commission of Louisiana, following an investigation, has concluded 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"**

**COUNT I**

A. You, Justice of the Peace Russell Wagoner, Sr., failed to personally observe a high standard of conduct 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 perform your judicial duties without bias or prejudice; manifested bias or prejudice by your words or conduct in the performance of your judicial duties; permitted private or *ex parte* interviews, arguments, or communications designed to influence your judicial action in a civil case; failed to disqualify yourself in a proceeding in which your impartiality might reasonably be questioned and failed to disqualify yourself in a proceeding in which disqualification is required by law or applicable Supreme Court rule; and, engaged in willful misconduct relating to your official duty, as shown by the following:

1. You, Russell Wagoner, Sr., were elected as Justice of the Peace of District 3, Parish of Concordia, and assumed office on January 1, 2009, and have served until present.

2. You engaged in a pattern and/or practice of issuing sequestration orders in disregard of Louisiana law and procedure. This disregard for the law denied two parties of their Constitutional right to procedural due process.

3. On or about November 18, 2020, you issued an Order for Release of Possessions to Claimant (“Sequestration Order”) Kim Forbess, in violation of Louisiana Code of Civil Procedure Articles 3501, 3502, and 3504. Once you issued the Sequestration Order on behalf of Kim Forbess, you directed, caused, or facilitated constable(s) to go to the home of Janna Hamilton and, under color of your order, remove belongings from that home without any previous notice to Janna Hamilton, and with disregard to any defense Ms. Hamilton might have to Ms. Forbess’ claims.

4. Your Sequestration Order falsely stated that Trey and Janna Hamilton arbitrarily seized the personal property of Ms. Forbess because the Hamiltons did not have an order from a court of competent jurisdiction to justify their possession of the property. Your Sequestration Order also stated that Ms. Forbess provided proof to you that she owned all the personal property in question. However, you acknowledged that Ms. Forbess did not file a verified petition or execute

an affidavit demonstrating the nature and amount of the claim or the grounds relied upon for issuance of the writ of sequestration, as required by law.

5. You failed to obtain from Ms. Forbess security as required by law for the payment of any damages that might be sustained in the event the Sequestration Order was wrongfully obtained.

6. When you issued a Sequestration Order before a petition or any formal proceeding was filed, you did so without an affidavit being furnished and security being provided and, thereafter, failed to secure the filing of a petition to support the Sequestration Order on the first judicial day after the issuance of the Sequestration Order, without a showing of good cause, as required by law.

7. After the execution of the Sequestration Order, you failed to secure the Constable's return of service stating the date and manner in which the Sequestration Order was executed and annexing an inventory of the property seized, as required by law.

8. You failed to set a hearing, either before issuing the Sequestration Order or after, and denied Ms. Hamilton procedural due process.

9. You failed to recognize that because a sequestration order is a harsh remedy, a party who seeks one should strictly comply with all provisions of the law governing such remedies.

10. After engaging in *ex parte* conversations regarding matters substantive to Ms. Forbess' claim, you failed to recuse yourself from the matter in which you exhibited the appearance of bias, prejudice or favoritism.

11. In the separate but related matter of *Forbess v. Hamilton*, No. RW-0570-1120, which Ms. Forbess later filed, you acknowledged you conducted your own investigation into the ownership of certain property at issue by independently verifying evidentiary facts, which involved *ex parte* communications designed to influence your judicial action in the matter.

12. Throughout your dealings with Ms. Forbess and Ms. Hamilton, you demonstrated bias or gave the appearance of bias in favor of Ms. Forbess and against Ms. Hamilton. You took information from Ms. Forbess without any verification required by law, you required no security from Ms. Forbess, you required no verified petition or affidavit from Ms. Forbess, you provided legal advice to Ms. Forbess when you told your Constable(s) to inform Ms. Forbess she would probably need to file a claim against Ms. Hamilton during the execution of the Sequestration Order,

you unilaterally verified a piece of evidence favorable to Ms. Forbess by contacting an outside party without the knowledge of any party to the litigation, you used a picture you had in your possession to impeach the statements of Mr. Hamilton at the hearing of the *Forbess v. Hamilton* claim and, in connection with the investigation of this complaint, you made an unnecessary comment about the Hamiltons' finances.

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

1. violated Canons 1, 2A, 2B, 3A(1), 3A(4), 3A(6), and 3C of the Code of Judicial Conduct (2019); and
2. engaged in willful misconduct relating to your official duty, in violation of Louisiana Constitution, Article V, Section 25(C) (1974).

## COUNT II

A. You, Justice of the Peace Russell Wagoner, Sr., failed to personally observe a high standard of conduct 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; lent the prestige of judicial office to advance the private interest of yourself or others; permitted private or *ex parte* interviews, arguments, or communications designed to influence your judicial action in a civil case; failed to disqualify yourself in a proceeding in which your impartiality might reasonably be questioned and failed to disqualify yourself in a proceeding in which disqualification is required by law or applicable Supreme Court rule; and engaged in willful misconduct relating to your official duty as shown by the following:

1. On or about January 21, 2022, Jacqueline Davis resided in Concordia Parish, LA.
2. On or about January 21, 2022, you issued an Order for Release of Possessions to Claimant ("Sequestration Order") Anthony Walker, in violation of Louisiana Code of Civil Procedure Articles 3501, 3502, 3504. Once you issued the Sequestration Order on behalf of Anthony Walker, you directed, caused, or facilitated sheriff's deputies or constable(s) to go to the home of Jacqueline Davis and, under color of your order, remove belongings from that home without any previous notice to Ms. Davis, and with disregard to any defense Ms. Davis might have to Mr. Walker's claims.

3. Your Sequestration Order stated that Mr. Walker provided proof that he owned all the personal property in question. However, you acknowledged that Mr. Walker did not file a verified petition or execute an affidavit demonstrating the nature and amount of the claim or the grounds relied upon for issuance of the writ of sequestration, as required by law.

4. You failed to obtain from Mr. Walker security as required by law for the payment of any damages that might be sustained in the event the Sequestration Order was wrongfully obtained.

5. When you issued a Sequestration Order before a petition or any formal proceeding was filed, you did so without an affidavit being furnished and security being provided and, thereafter, failed to file or secure the filing of a petition to support the Sequestration Order on the first judicial day after the issuance of the Sequestration Order, without a showing of good cause, as required by law.

6. After the execution of the Sequestration Order on the residence of Jacqueline Davis, you failed to secure the Constable's return of service stating the date and manner in which the Sequestration Order was executed and annexing an inventory of the property seized, as required by law.

7. You failed to set a hearing, either before issuing the Sequestration Order or after, and denied Ms. Davis procedural due process.

8. You engaged in *ex parte* interviews, arguments, or communications with Mr. Walker designed to influence your judicial action in his civil case; and

9. You failed to recognize that because a sequestration order is a harsh remedy, a party who seeks one should strictly comply with all provisions of the law governing such remedies.

B. By reason of the foregoing paragraphs II(A)(1) through II(A)(9) above you have:

1. violated Canons 1, 2A, 2B, 3A(1), 3A(6), and 3C of the Code of Judicial Conduct (2019); and,

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

### **COUNT III**

A. You, Justice of the Peace Russell Wagoner, Sr., failed to personally observe a high standard of conduct to preserve the integrity and independence of the judiciary; failed to avoid

impropriety and the appearance of impropriety; 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; permitted private or *ex parte* interviews, arguments, or communications designed to influence your judicial action in a civil case; failed to dispose of judicial matters promptly, efficiently, and fairly; and, engaged in willful misconduct relating to your official duty as shown by the following:

1. Pursuant to appointment by the Louisiana Supreme Court, you served as Justice of the Peace *pro tempore* for Concordia Parish Justice of the Peace District 2 effective July 1, 2021, through December 22, 2021, or until the vacancy was filled, which ever occurred sooner. When a newly elected Justice of the Peace took the Oath of Office for District 2, your appointment terminated and transition of any open matters to the newly elected Justice of the Peace was to immediately take place.

2. On or about August 1, 2021, Justice of the Peace Cassandra D. Lynch was elected to the position of Justice of the Peace, District 2, Concordia Parish, State of Louisiana.

3. You were not authorized to act in any capacity as a Justice of the Peace for the State of Louisiana, Concordia Parish, in District 2 after Justice of the Peace Cassandra Lynch assumed the District 2 office on or about August 1, 2021.

4. On or about October 27, 2021, the *Succession of Lee A. McCoy, Sr.*, Seventh Judicial District Court for the Parish of Concordia, State of Louisiana, No. 53706 (hereinafter “McCoy Succession”) was pending in the district court. Lee A. McCoy, Sr. was the father of Rose A. McCoy Millicks. Joseph McCoy was the nephew of Rose A. McCoy Millicks. Because Joseph McCoy’s mother – also Rose A. McCoy Millicks’ sister – was deceased, Joseph McCoy was an heir to the McCoy estate.

5. Joseph McCoy resided at 309 South Spruce Street, Vidalia, LA 71373, which address is in Concordia Parish, District 2. This immovable property was involved in the McCoy Succession pending in Seventh Judicial District Court.

6. The Seventh Judicial District Court, Parish of Concordia, State of Louisiana issued Letters of Administration in favor of Rose A. McCoy Millicks in the McCoy Succession.

7. Sometime between on or about November 26, 2021, and on or about January 10, 2022, Rose McCoy Millicks filed a Petition of Eviction against Joseph McCoy, an occupant with no lease, to vacate the property located at 309 South Spruce Street, Vidalia, LA, in Concordia Parish District 2, before District 2 Justice of the Peace Cassandra Lynch. Attached to the petition was a notice to vacate mailed with certified receipt which had been returned as undeliverable.

8. On February 1, 2022, a hearing was held at 4001 Carter Street, Vidalia, LA. Present at the hearing were you, Justice of the Peace Russell Wagoner, Sr., Justice of the Peace Cassandra Lynch, Rose McCoy Millicks, Mr. Millicks (Rose's husband), and Joseph McCoy.

9. At the beginning of proceedings, you explained to all who were in attendance that matters in Districts 2, 3 and 4 would be handled.

10. When the eviction matter was called, you considered the evidence presented by the Millicks and granted an eviction of Mr. Joseph McCoy.

11. When you issued the judgment, Mr. Joseph McCoy asked how to appeal the judgment. You told him that he could appeal the judgment and gestured to an attorney in the back of the courtroom whom you said could advise Mr. McCoy.

12. On the morning of February 2, 2022, Mr. Joseph McCoy's attorney contacted you and requested a stay of the eviction. You told the attorney he would have to make a request for a stay in writing. Mr. McCoy's attorney delivered a request to you for a stay which you granted. You had no discussion with Justice of the Peace Lynch before having conversations with the attorney for Mr. Joseph McCoy or issuing the stay of eviction, and Rose McCoy Millicks was not present for these conversations.

13. On February 2, 2022, before issuing the stay of execution of eviction of Mr. Joseph McCoy, you provided no notice to Rose McCoy Millicks.

14. You became involved in the Millicks/McCoy eviction despite knowing the matter was outside of your territorial jurisdiction and was in Justice of the Peace Lynch's territorial jurisdiction. You also understood that the immovable property involved in the eviction/stay matter was already being considered in the McCoy Succession in Seventh Judicial District Court and that you, as a justice of the peace, had no jurisdiction over succession proceedings or cases involving the title to immovable property. Further, you entered several eviction orders, corrected eviction

orders, and a stay of execution after engaging in *ex parte* conversations with counsel for Mr. Joseph McCoy.

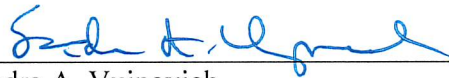
15. Due to your lack of territorial jurisdiction in District 2 and lack of jurisdiction over a succession matter already pending in the Seventh Judicial District Court, on February 4, 2022, Rose McCoy Millicks requested in a letter to Justice of the Peace Lynch that she correct errors and actions originating from the Court proceedings held on February 1, 2022, including your improper signature on the eviction order, and the issuance of the stay of execution of the eviction judgment. You then created a document titled "Judgment of Eviction (Corrected)," which had the same February 1, 2022, date as the original judgment and was signed by Justice of the Peace Lynch, but was also signed by you as the "presiding judge."

B. By reason of the foregoing paragraphs III(A)(1) through III(A)(15) above you have:

1. violated Canons 1, 2, 2A, 2B, 3A(1), 3A(6), and 3A(7) of the Code of Judicial Conduct (2019); and
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 20 day of April, 2024.

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