

IN THE ALABAMA COURT OF THE JUDICIARY



IN THE MATTER OF:)
KIM J. CHANEY,) Court of the
District Judge,) Judiciary
Cullman County) Case No. 56

AGREEMENT AND STIPULATION OF THE PARTIES

The Alabama Judicial Inquiry Commission ("the Commission") and District Judge Kim J. Chaney ("Judge Chaney") enter into this Agreement and Stipulation of the Parties regarding the Complaint the Commission filed in this Court alleging Judge Chaney's violations of the Alabama Canons of Judicial Ethics.

The Commission and Judge Chaney agree and stipulate:

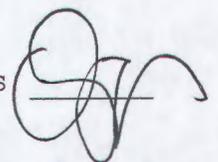
1. The Complaint filed by the Commission accurately states the facts upon which this proceeding is based.
2. As established by clear and convincing evidence, while serving on the Judicial Inquiry Commission, Judge Chaney appointed his son as an attorney in indigent cases in more than 200 cases during the period from August 2015 through July 2017, for which Judge Chaney's son was paid approximately \$105,000, exclusive of any monies paid pursuant to an indigent-defense contract. In addition,

Judge Chaney took judicial actions in some of those cases although he was disqualified.

3. Based on the foregoing, the Commission and Judge Chaney agree to the appropriateness of the Court of the Judiciary entering a judgment finding Judge Chaney guilty on Counts I, II, and III, and therefore guilty of violating the following canons: Canon 1 (*uphold the integrity and independence of the judiciary*); Canon 2 (*avoid impropriety*); Canon 2A (*respect and comply with the law and conduct himself at all times in a manner that promotes public confidence in the integrity and impartiality of judiciary*); Canon 2B (*avoid conduct prejudicial to the administration of justice which brings the judicial office into disrepute*); Canon 2C (*should not allow his family . . . relationships to influence his judicial conduct or judgment*); and Canon 3B(4) (*not make unnecessary appointments*); and Canon 3B(4) (*avoid nepotism*).

4. The Commission and Judge Chaney jointly request the following resolution of this Complaint:

a. Judge Chaney be adjudged guilty of Counts I, II, and III of the Complaint and has agreed to retire

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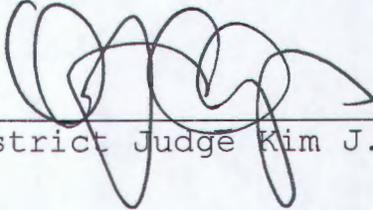
from the office of judge on or before February 18, 2020.

b. Judge Chaney be taxed with the costs of this prosecution allowed under Ala. R. Civ. P. 54, in the amount of \$ 3,731.25, to be paid within 120 days of this Court's judgment.

7. Judge Chaney has read and understands this agreement and has had the opportunity to discuss it with and be advised by his legal counsel and hereby freely and voluntarily enters into this agreement free of any threats and/or any promises not contained herein.

8. Counsel for Judge Chaney have reviewed this agreement with Judge Chaney. Judge Chaney's Counsel have advised Judge Chaney of his constitutional rights and possible defenses and hereby believe Judge Chaney is voluntarily entering into the agreement with a full understanding of the effect of the agreement.

Done this the 7th day of February, 2020.

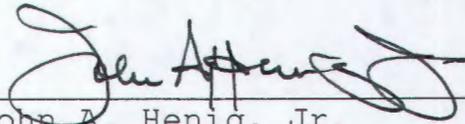


District Judge Kim J. Chaney

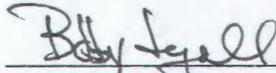
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Judge's Initials





John A. Henig, Jr.
Attorney for Judge Chaney



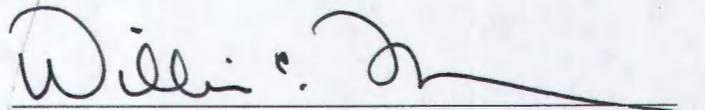
Bobby Segall
Attorney for Judge Chaney



Billy C. Bedsole, Chairman



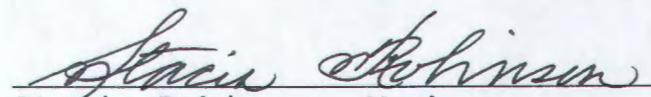
Maibeth Porter Vice-Chairman



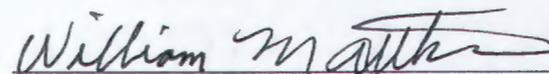
William Thompson Vice-Chairman



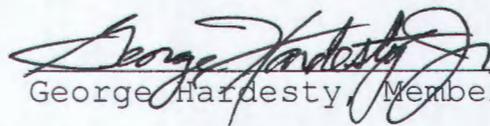
Ralph Malone, Member



Stacia Robinson, Member



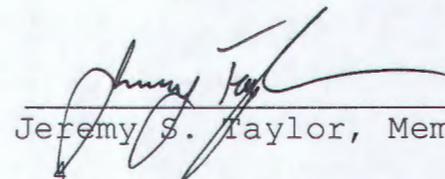
William Matthews, Member



George Hardesty, Member

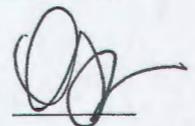


Michael D. Sherman, Member



Jeremy S. Taylor, Member

Judge's Initials



ATTACHMENT A

1. This agreement and its terms shall remain strictly confidential and may not be disclosed by either party or anyone on the Judge's behalf until the agreement is presented and accepted by the Court of the Judiciary. If the Court does not accept this agreement, its terms and conditions shall not constitute evidence at the time of a hearing nor shall any provision in this agreement be disclosed or made public.

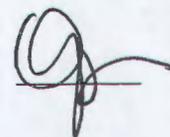
2. As Rule 10(A), Ala. R. P. Jud. Inq. Comm., directs, this agreement is not binding on the parties until it is "reduced to writing and signed by the judge and a majority of the commission."

3. This agreement is not enforceable unless and until it is accepted by the Court of the Judiciary in a public hearing. Therefore, prior to the Court's consideration of the agreement, the Commission may opt to continue its preparation for trial.

4. During the "interim suspension" while the Complaint is pending, see Art. VI, § 159, Constitution of Alabama,¹ and during any suspension sanction:

(a) The Judge is prohibited from entering any courthouse in the jurisdiction where the Judge holds office or from initiating any communication with the staff of any courthouse in that jurisdiction except where he/she has a personal matter pending in any of those courts and then only to the extent that any other member of the public would have access to the court or the court staff. Moreover, the Judge may not comment on or participate in any judicial matter unless it is his/her own pending

¹ Section 159 states: "A judge shall be disqualified from acting as a judge, without loss of salary while there is pending . . . a complaint against him filed by the Judicial Inquiry Commission with the Court of the Judiciary."



personal matter. Even participating in the administration of the court during the Judge's suspension, at the very least, could create the appearance that the Judge is not complying with the law and, thus, could be in violation of the Canons.

(b) The Judge acknowledges that, during any suspension, he/she continues to be bound by the Canons.

5. This agreement or, if appropriate, any term of this agreement is voidable or subject to suspension or withdrawal at the Commission's option if, prior to the Court's decision:

(a) The Commission discovers new evidence during its preparation for trial of this Complaint or a complaint is filed, either of which presents credible allegation(s) of misconduct or Canon violation(s) by the Judge of such magnitude that, if true, would undermine the appropriateness of the agreed-upon charge(s) and/or sanction(s);

(b) The Judge breaches any term of this agreement; or

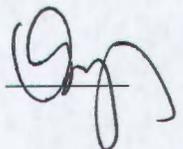
(c) The Commission determines the agreement was induced by a material misrepresentation.

If the event any one of those scenarios occurs after the proposed resolution is filed by joint motion in the Court of the Judiciary, the Commission will file notice of the withdrawal or suspension of the agreement with the Court.

6. If the Court of the Judiciary accepts the agreed resolution, the Judge agrees that neither the Judge nor anyone on his/her behalf shall make any intentional untruthful representation regarding this stipulated agreement, including any statement that could be reasonably construed as assertion of exoneration, vindication, or retraction from the stipulated facts or sanction(s).

7. It is expressly understood, acknowledged, and agreed that the executed agreement by both parties is the full and final statement of all terms and conditions of the agreement. There shall be no agreements, promises, representations, understandings, informal conditions, or other terms to the agreement other than those expressly stated in the written agreement executed by the parties. In addition, this agreement applies to only this matter, i.e., it does not apply to any other matter pending or impending before the Commission.

8. Violation of any provision of Paragraphs 7, 8, or 9 of "Agreement and Stipulation of the Parties," or Paragraph 4(a) of this "Attachment A," depending on its severity, shall be grounds for the Commission to investigate and file a new charge. In addition, if appropriate, the Judge authorizes the Commission to publicly respond accordingly.

A handwritten signature in black ink, appearing to be 'G. J.', written over a horizontal line.