

## **AGREEMENT**

**AGREEMENT** dated the 11th day of September, 2012, by and between the Hon. Keith L. Stoney ("Judge Stoney") and the Utah Judicial Conduct Commission ("JCC").

**WHEREAS**, Judge Stoney, because of incentives provided to all West Valley City employees in his circumstance, is retiring after 30 plus years from government and judicial service;

**AND WHEREAS**, the JCC has pending before it one or more complaints against Judge Stoney ("the complaint(s)");

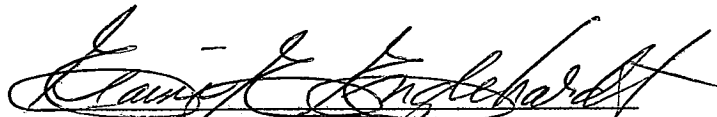
**AND WHEREAS**, Judge Stoney's retirement will obviate any yet to be determined need for action by the JCC regarding the complaint(s);

### **IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:**

1. Judge Stoney has delivered letters ("the letters") to the Mayors/City Managers of West Valley City and Saratoga Springs, irrevocably announcing that he will retire on December 31, 2012.
2. On or before October 3, 2012, Judge Stoney shall deliver copies of the letters to the JCC.
3. At the JCC meeting next following receipt of the copies of the letters, the JCC will suspend action on the complaint(s).
4. Judge Stoney is fully retiring from judicial service on or before the date indicated in the letters, and shall not at any time in the future seek or accept appointment to any judicial office in the State of Utah.
5. At the JCC meeting next following Judge Stoney's retirement from judicial service, the JCC shall dismiss the complaint(s), notifying each complainant that his/her complaint was dismissed pursuant to this Agreement.
6. Upon execution of this Agreement, the JCC shall provide a copy of this Agreement to the Vice-Chair of the Utah Judicial Council upon

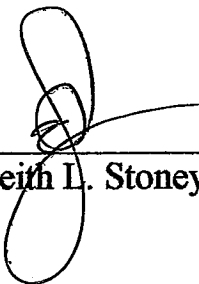
condition that it not be disclosed to the public until after it is made public by the JCC.

7. On September 17, 2012, the JCC will make this Agreement public.
8. If either party at any time makes any public comment relating to any JCC complaint made against Judge Stoney, that party shall be deemed to have waived the confidentiality provided by Utah Code Ann. §78A-11-112(3) as to that matter.
9. If either party intentionally or willfully fails to timely and fully comply with any provision of this Agreement, such failure by the JCC shall void this agreement and such conduct by Judge Stoney shall be deemed to be conduct prejudicial to the administration of justice which brings a judicial office into disrepute, and the JCC may, without further notice or hearing, immediately enter an order of removal and file the same with the Utah Supreme Court.



Elaine E. Englehardt, PhD  
Chair, Judicial Conduct Commission

9/14/2012  
Date

  
\_\_\_\_\_  
Hon. Keith L. Stoney

9/10/12  
Date