

# THE BAR REVIEW

PUBLICATION OF THE SHREVEPORT BAR ASSOCIATION

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## INSIDE | JANUARY

President's Message .....	1
Captain Speaks .....	3
How Write You Are.....	6
Federal Update .....	7
Second Circuit Highlights .....	8
Shreveport Bar Association Trial Academy....	10
A Note of Thanks .....	11
2022 Christmas Party! .....	12
Monroe Inn of Courts.....	14
Thank You to Dr. Markey Pierre! .....	15

## EVENTS AT A GLANCE

1/20	Krewe of Justinian Bal at Horseshoe Casino Riverdome
1/25	SBA Membership Luncheon – 12:00 p.m. - Petroleum Club
2/11	Krewe of Centaur Parade
2/19	Krewe of Highland Parade
2/22	SBA Membership Luncheon – 12:00 p.m. - Petroleum Club



## From The President

by Nancy Cooper, [ngcoop23@gmail.com](mailto:ngcoop23@gmail.com)

### ***Greetings and Happy New Year!***

What an honor it is to serve as president of the Shreveport Bar Association and as Captain XXIX of our Krewe of Justinian! I am excited about this upcoming year and ready to embrace the challenge. Though, honestly, serving in both capacities simultaneously was NOT the plan. Thanks to COVID and the cancellation of Mardi Gras in 2021, my commitment as captain was pushed back a year, meaning it now overlaps with my year as president of the SBA. Yikes! Nevertheless, I will keep calm and carry on because, since the pandemic, I have a renewed appreciation for the importance of gathering together, in person, for events like bar luncheons, CLEs and seminars, parties and parades. The long days spent zooming court hearings and council meetings from my kitchen table helped me realize the importance of getting involved and staying connected.

So why join the SBA? Meeting new people, making friends and cultivating relationships within our legal community are by far the most valuable benefits of membership in the SBA. As Teddy Roosevelt so famously advised: Be the man in the arena instead of the critic or the timid soul. Be the doer of deeds. In other words: Dive in. As I embark on this new journey with the SBA, I am walking in the giant footsteps of some amazing past presidents and krewe captains whom I admire and adore and who, to this day, show up and support me and each other. Thus, despite the challenges, I will do my best to serve the members of the SBA this year and to be worthy of this role.

The SBA and the Krewe of Justinian were significant ports in the storm for me after moving back to Shreveport in 2010, when my husband completed his military commitment. After graduating from law school in New Orleans in 1994, taking two bar exams, having three children, practicing law primarily in Texas, and moving between Maryland, North Carolina and Germany, I had no idea how to approach a law career in Shreveport. Thankfully, Neil Erwin came to my rescue. He not only hired me and gave me the opportunity to litigate and mediate a number of his cases, he also introduced me to the Krewe of Justinian – a committee of the SBA that he was instrumental in founding almost 30 years ago. I have since embraced a number of opportunities to serve the SBA and the Krewe, both of which continue to lead me in exciting new directions.

I'm particularly grateful to the lawyers and judges who've accepted leadership positions with the SBA this year, including Kenny Haines (President-Elect), Elizabeth Carmody (Vice-President), Anna Priestley (Secretary/Treasurer), Valerie DeLatte (Sec/Treas-Elect), Judge Don Hathaway (Judicial Liaison), Valerie DeLatte (President, Women's Section), Gemma Zuniga (President, Young Lawyers' Section), Amy Day (Captain XXX, Krewe of Justinian), David White (President, Shreveport Bar Foundation), and our Members At Large: Heidi Kemple, Judge Emily Merckle, Sam Crichton and Chris Forester.

*Continued on pg 2*

**2023 Shreveport Bar Association  
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Photography  
Dana Southern

Shreveport Bar Staff  
Executive Director  
Dana Southern  
dsouthern@shreveportbar.com

Administrative Assistant  
Kendall Riggs  
kriggs@shreveportbar.com

Pro Bono Coordinator  
Lucy Espree  
lespree@shreveportbar.com  
(318) 221-8104  
(318) 222-3643 • Fax 222-9272  
www.shreveportbar.com

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**HAPPY  
NEW  
YEAR  
SBA!**

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*Continued from pg 1 "From the President"*

I want to extend a very special thanks as well to our incoming SBA committee chairs: Judge Mark Hornsby (CLE), Steve Soileau (Professionalism), Curtis Joseph (Programs and Golf Tournament!), Alexander Mijalis and Jimmy Mijalis (Golf Tournament), Katherine Gilmer (Legal Technology), John Odom and Col. Ted Cox (Military Affairs), Larry Pettiette (Memorial & Recognition), Meredith Bro and Gemma Zuniga (Law Day), Hal Odom and Chris Slatten (Bar Review Editors), and of course, Don Armand, our past president, who will continue working with me on long-range planning and guiding me through the year.

And a loud shout-out to the Young Lawyers' Section! We are so fortunate to have young lawyers moving to our community and getting involved with the SBA. Your energy and creativity (and technological wizardry) inspire me every day to keep at it. You make me want to attend meetings and luncheons and seminars just to talk with you and learn what's up and coming. Cheers to our beautiful and brilliant young lawyers!

I also want to congratulate our newly elected mayor of Shreveport, Tom Arceneaux (a fellow Captain Shreve Gator), who has been an ongoing mentor to me since my long days on the MPC Board and who served with me on the SBA executive council. He has been an active member and leader in our SBA and a good friend. Best wishes to you Mayor Arceneaux!

Finally, I want to thank the marvelous Dana Southern, executive director of the SBA. She is the backbone of this organization and performs daily miracles that sometimes may go unnoticed – that is, until you find yourself on the pathway to the presidency and in charge of the Krewe. You then discover that, like Clark Kent, Dana is a superhero in disguise. If you have any doubts about joining the SBA, you should know that having access to her as your director – access to her resourcefulness, her experience, her talents and her skills – is worth far more than the cost of a membership. Cheers to Dana!

Finally, as I begin my term as president, it is my hope that we will grow our Association this year and that I will see more of you at upcoming events, such as our monthly bar luncheons at the Petroleum Club, our KOJ Grand Bal in January, our 5th Annual Northwest LA Appellate Conference in March, our Law Day Luncheon, Crawfish Boil and Golf/Tennis/Pickle Ball Tournament in May, our KOJ Coronation Bal in August, our Memorial & Recognition Ceremony in October, our Veterans Program in November, and our CLEs and seminars throughout the year.

So please join the SBA or renew your membership today. Together we can build relationships and connect with local lawyers and community leaders, we can strengthen our camaraderie and our voices, and we can work to improve our cities and better serve our clients. Membership in the SBA is unifying and worthwhile, so please JOIN ME IN THE ARENA!



# The Captain Speaks

by Nancy Cooper, [ngcooper23@gmail.com](mailto:ngcooper23@gmail.com)

## It's Carnival Time!

Time to launch the Year 2023 *Louisiana-Style!* Time to join me and the SBA's Krewe of Justinian – together with the other 15 northwest Louisiana Mardi Gras krewes – to celebrate our local community and our Louisiana culture. Time to gather together with friends and neighbors, dress in sparkly purple, green and gold outfits, meet new people and share some king cake, and support our Shreveport Bar Foundation – all at the same time!

Believe it or not, the SBA is the only bar association in Louisiana with its own Mardi Gras krewe. I dare say we are the SBA's most festive committee and our mission is twofold: (1) to build camaraderie among local lawyers and the northwest Louisiana community by bringing us all together, with our families and friends, to celebrate our unique state culture, and (2) to raise funds for the Shreveport Bar Foundation and the Pro Bono Project.

So what's next? Our *Purple Reign* Grand Bal – in keeping with our *MG (Mardi Gras)-TV: Justinian Rocks the 80's* theme this year. This glamorous event will be held at the Riverdome at Horseshoe in Bossier City on Friday January 20. If you're not a member of our Krewe, you may view our invitation and purchase tickets online at [www.KreweofJustinian.com/grand-bal](http://www.KreweofJustinian.com/grand-bal). The evening will start with our Royal Court presentation, after which you can go shopping at our gorgeous silent auction tables and dance the night away to the sounds of the Georgia Bridgwater Orchestra.

We have an extraordinarily supportive and generous Royal Court this year. Serving as Justinian King XXIX is the Honorable S. Maurice Hicks Jr., and serving as Justinian Queen XXIX is Susannah O. Stinson (former Captain, Justinian XXII). Also serving are Duchess Heidi Martin, Duchess Michelle Perkins, Duchess Carolyn Murphy Thompson, Duke Matt Buckle, Duke Curtis Joseph (former SBA President), and Duke Chris Merckle. So come one, come all! To the Justinian XXIX Grand Bal!

Between now and Fat Tuesday, Shreveport will be hosting several fabulous parades including the Krewe of Harambee's MLK Parade on Monday January 16, the Centaur Parade on Saturday February 11, the Gemini Parade on Saturday February 18, and the Highland Parade on Sunday February 19. In addition, the Fat Tuesday Children's Parade of Shreveport-Bossier City will be on Tuesday February 21 at Pierre Bossier Mall. You can't miss our Krewe of Justinian float in the Centaur and Highland Parades – just listen for '80s rock music and look for riders with big '80s hair and the MG-TV logo!

Parades are wonderful community-building events, especially in these divisive times. I can say from experience that the local krewes and the riders are genuinely grateful for and honored by everyone's attendance along the routes. So grab your friends (and some empty tote bags) and get outdoors!

Happy Mardi Gras Everyone! *Laissez les bons temps rouler!*





**THE BAR ASSOCIATION OF THE FIFTH FEDERAL CIRCUIT  
APPELLATE ADVOCACY SEMINAR  
SHREVEPORT BAR ASSOCIATION  
5TH ANNUAL NORTH LOUISIANA APPELLATE CONFERENCE  
March 2-3, 2023**

*Petroleum Club of Shreveport 416 Travis, 15th Floor  
Shreveport, Louisiana*

*10 Louisiana CLE Credit including Ethics & Professionalism  
10 Texas Board of Legal Specialization CLE Credit Approved*

**Thursday, March 2, 2023**

**12:00 Noon**     **Registration**

**1:00 P.M.**     **Tips on Brief Writing and Preparation  
for Oral Argument** *Thomas Flanagan - Flanagan Partners, LLC, Walter D. Woodruff, Editor of the BAFFC Updates, and Allison A. Jones, Downer, Jones, Marino & Wilhite(moderator)*

**2:00 P.M.**     **Fifth Circuit Civil and Criminal Law Update**  
*Jerry Edwards - First Assistant, U.S. Attorney's Office, and Betty Marak - Assistant Federal Public Defender for Western District of Louisiana*

**3:00 P.M.**     **Break**

**3:10 P.M.**     **The Fifth Circuit Clerk's Office: Tips for  
Managing the Clerk's Office and Information on  
How the Clerk's Office Can (and Will) Help You**  
*Lyle Cayce, Clerk of Court, U.S. Court of Appeals for the Fifth Circuit*

**4:10 P.M.**     **A Glimpse Behind the Curtain: Judges  
Discuss Inner Workings of How an Appeal Gets  
Processed – From Oral Argument To Mandate:  
Q&A session with U.S. Court of Appeals for the  
Fifth Circuit Judges**  
*Chief Judge Priscilla Richman, Judge Eugene Davis, and Judge Dana Douglas*

**5:30 P.M.**     **Cocktail Hour**

**6:30 P.M.**     **Dinner Honoring Judge Carl E. Stewart Sr.**

**Friday, March 3, 2023**

**8:00 A.M.**     **Check-In & Continental Breakfast**

**8:30 A.M.**     **Notable Changes in the URCA and Local Rules**  
*Chief Judge Frances Pitman - Second Circuit Court of Appeal*

**9:30 A.M.**     **Break**

**9:45 A.M.**     **Briefs and Writs** *Kenneth P. Haines, Board Certified Appellate Specialist, Certified by the Louisiana Board of Legal Specialization – Weems, Schimpf, Haines, Shemwell & Moore and Jenny Segner, Central Staff Director - Second Circuit Court of Appeal*

**11:15 A.M.**     **Lunch (included with registration)**

**12:30 P.M.**     **Professionalism in Appellate Practice**  
*Justice Scott Crichton - Louisiana Supreme Court*

**60 minutes**

**1:30 P.M.**     **Break**

**1:40 P.M.**     **Second Circuit Clerk's Office Operations and  
Procedures** *Robin N. Jones, Clerk of Court, and Brian Walls, First Deputy Clerk - Second Circuit Court of Appeal*

**90 minutes**

**3:10 P.M.**     **Break**

**3:15 P.M.**     **Ethics in Appellate Practice**  
*Judge Craig Marcotte and Judge Danny Ellender-Second Circuit Court of Appeal*

**60 minutes**

**ACCOMMODATIONS:**

The Hilton Shreveport Convention Center Hotel  
104 Market Street, Shreveport, LA 71101



The SBA has secured a discounted rate block of rooms for Wednesday, Thursday and Friday evening. Call 1-800-445-8667 to make your reservation. The discount code is: "Federal and Shreveport Bar Appellate Conference" or book online:



<https://book.passkey.com/go/BarAppellateConference2023>



# REGISTRATION FORM

Complete this form or register online at [www.shreveportbar.com](http://www.shreveportbar.com)

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**MATERIALS:** The registration fee includes course materials provided electronically. PDF materials will be emailed to you for download before the conference. Because neither internet access nor electrical outlets are guaranteed, we suggest that you either print or save the PDF materials to your mobile device and fully charge your batteries before the conference. Be prepared with a mobile device and data plan in case there is no Wi-Fi.

**IMPORTANT NOTE: COVID-19 Precautions** We take the health and safety of CLE attendees, presenters, and staff very seriously and act to protect them based on the best information available to us at the time. All participants will be required to follow local and state protocols.

**FEES:** Please indicate below your selection:

**TWO-DAY CLE PROGRAM**

\$400.00 for Non-SBA Members (\$450 February 24-28)

\$350.00 for SBA and BAFFC Members (\$400 February 24-28)

**COCKTAIL HOUR AND DINNER HONORING JUDGE CARL STEWART SR.**

\$50.00 (\$60.00 for reservations February 24-28. No dinner reservations will be accepted after February 28

(Cash Bar)

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**CANCELLATION POLICY:**

Cancellation requests must be received in our office in writing (by email or U.S. mail) by Friday, February 24, 2023, to receive a refund less a \$50 cancellation fee. Requests may be emailed to [dsouthern@shreveportbar.com](mailto:dsouthern@shreveportbar.com) or U.S. mail to 625 Texas Street, Shreveport, LA 71101.

**For Questions Please Contact the SBA Office at (318) 222-3643.**

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# How Write You Are

by Hal Odom Jr., rhodom@la2nd.org

## To the fore! Or is it “for”?

**Part 1 – Bearing.** The word for an ancestor or predecessor is *forebear*. In most instances, this word rings patriotic. “Nothing but the most telling of personal experiences in religious persecution suffered by our *forebears* could have planted our belief in liberty of religious opinion any more deeply in our heritage.” *School Dist. of Abington Twp. v. Schempp*, 374 U.S. 203, 83 S. Ct. 1560 (1963). “Our *forebears* resolved that this Nation would be different.” *Shurtleff v. City of Boston*, 142 S. Ct. 1583 (2022) (Gorsuch, J, concurring).

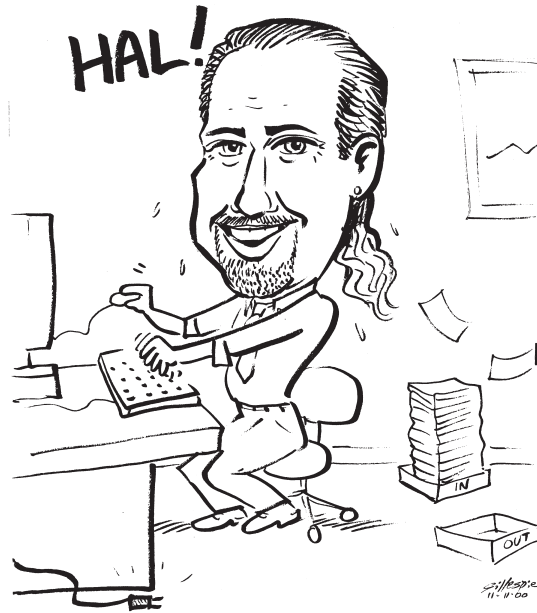
The similar-sounding word for to abstain from exercising a right is *forbear*. It is often misspelled as an ancestor. “On appeal, Rathborne raises \* \* \* the existence of an agreement to *forebear*, or promise of payment between the parties[.]” *Global Const. & Equip. LLC v. Rathborne Props. LLC*, 18-169 (La. App. 5 Cir. 5/29/19), 274 So. 3d 837. “La. R.S. 6:1121 provides the following definitions: (1) ‘Credit agreement’ means an agreement to lend or *forebear* repayment of money or goods[.]” *Turner v. Hoffoss*, 52,777 (La. App. 2 Cir. 6/26/19), 277 So. 3d 1244. These should both be *forebear*, as it appears in the cited statute.

**Part 2 – Stalling.** The word for to prevent or impede is *forestall*. Legal writers occasionally forget the silent *e*. “Plans which have as their sole purpose the *forstalling* of mortgage foreclosures on a debtor’s residential real property have been held \* \* \* in bad faith and not confirmable.” *In re Grigsby*, 2019 WL 1220930 (Bky. W.D. La. 2019).

**Part 3 – Going.** The word for abstain from or renounce is *forgo*. Correct: “[B]ecause the healthcare provider had not contractually assumed either an express or implied obligation to *forgo* balance billing \* \* \* damages for breach of the duty imposed by law arose ex delicto and were extinguished by the prescription of one year.” *Wightman v. Ameritas Life Ins. Corp.*, 22-00364 (La. 10/21/22), 2022 WL 12396518. “[I]t is inconceivable that he would *forgo* more than \$200,000 owed by Plumley, who was going to settle his lawsuit for a significant sum of money.” *Service First Inc. v. Plumley*, 54,275 (La. App. 2 Cir. 4/5/22), 336 So. 3d 1058. And, it sometimes appears in the form of an adjective. “It is no wonder that Smith’s many defenders have almost uniformly *forgone* this argument.” *Fulton v. City of Philadelphia, Pa.*, 141 S. Ct. 1868 (2021) (Alito, J, concurring).

The word for come before or precede is *forego*, and it most often appears in the form of an adjective. Correct: “The appellant was compelled to accept that finding as a *foregone* conclusion.” *Neely v. Dept. of Fire*, 21-0454 (La. App. 4 Cir. 12/1/21), 332 So. 3d 194. “For the *foregoing* reasons, we find that the exception of no cause of action was properly sustained[.]” *McDonald v. Bowen*, 54,798 (La. App. 2 Cir. 11/16/22), 2022 WL 16954703.

Careful writers will avoid confusing these words, but it sometimes happens. “In the same way, if [La. R.S.] 30:16 is used to correct past violations that the Commissioner chooses to *forego*,



the Commissioner’s discretion and use of state resources will be ‘curtailed’ and intruded upon.” *State ex rel. Tureau v. BEPCO LP*, 21-0856 (La. 10/1/22), 2022 WL 12338524 (Crain, J, dissenting). “Because this alone is fatal to the claim of ineffective assistance of counsel, we will *forego* any further discussion of Defendant’s second assignment of error.” *State v. Gragg*, 22-377 (La. App. 3 Cir. 9/21/22), 348 So. 3d 254. These should both be *forgo*.

**Part 4 – Wording.** The term for a brief introduction to a book, usually written by someone other than the author, is a *foreword*. The concept may not appear often in legal writing, but avoid confusing it with an adverb meaning *moving to the front* or a noun meaning a position in basketball. “Complaint alleging that \* \*

\* author’s initials appeared beneath the *forward* added to one of his books, \* \* \* but which *forward* was never approved by author, stated cause of action[.]” *Zim v. Western Publ’g Co.*, 573 F.2d 1318 (5 Cir. 1978) (headnote provided by West Publishing). Please note, the actual opinion correctly stated: “Zim’s initials appeared beneath a *foreword* added to [one book] which expressed his gratitude to the authors hired by Western to revise the book. Zim never approved this *foreword* either.”

**Part 5 – Filling?** The verb for to carry out a promise or satisfy an obligation is *fulfill*. In extreme vernacular, this can come out as a *for- word*. “If *fsbo* does not *forfill* this agreement Mr. Barnette will personally repay the sum above, by borrowing against personal home.” *Ballis v. Barnette*, 44,751 (La. App. 2 Cir. 9/23/09), 23 So. 3d 960 (quoting the plaintiff’s promissory note). “But to the Mayor and board I would like to thank you for letting me *forfill* my dream by hiring me.” *Doe v. La. Mun. Ass’n*, 99-539 (La. App. 5 Cir. 10/26/99), 746 So. 2d 179 (quoting a police officer’s letter). “Factually, the plaintiffs failed to prove that either of the admitted suspensive conditions to their contact \* \* \* were *forfilled*.” (From a brief filed in the Fourth Circuit.) The first two should be *fulfill*, and the final one, *fulfilled*.

**Spell Check would have caught this.** As aggravating as it sometimes is, Spell Check can catch eccentric nonwords and forestall some embarrassment. Earlier writers did not have this advantage! My research into La. R.S. 13:3721 (the “Dead Man Statute”), for an article in an upcoming issue of *La. Bar Journal*, uncovered the charming case of *Abunza v. Olivier*, 230 La. 445, 88 So. 2d 815 (1956), which included this florid statement: “The record clearly establishes Mrs. Hero’s *foundness* for defendant and her many benefactions to him.” In other words, the court *found* that Mrs. Hero was uncommonly *fond* of her nephew, so much so that she orally expressed her intent to *forgo* collecting \$3,000 she had loaned him in 1936. (That’s something like \$65,000 in today’s dollars.) With Spell Check, such *foundness* would be simply impossible.



# Federal Update

by Chris Slatten, [Chris\\_Slatten@lawd.uscourts.gov](mailto:Chris_Slatten@lawd.uscourts.gov)

**Arbitration & Waiver by Litigation:** The 5CA and eight other circuits long held that a party waived its right to demand arbitration if it (1) acted inconsistently with the right to arbitrate *and* (2) prejudiced the other party by its inconsistent actions. That changed when *Morgan v. Sundance*, 142 S.Ct. 1708 (2022) held that “prejudice is not a condition to finding that a party, by litigating too long, waived its right to stay litigation or compel arbitration under the FAA.”

Most cases on waiver concern a *defendant* who was dragged into court, participated in the litigation, and later sought arbitration. There are fewer examples of a *plaintiff* who voluntarily chose to file suit on a claim and later sought to compel arbitration instead. Such a case was presented in *Stonewater Roofing v. Merryton Bossier, LLC*, 2022 WL 17580659 (W.D. La. 2022). Judge Hornsby wrote that the plaintiff’s motion to stay its own case to allow for arbitration should be denied; the plaintiff waived the right to arbitrate by filing a civil action and making no mention of arbitration in the complaint.

**Diversity and Unserved Defendants:** A notice of removal will sometimes say that a particular defendant has not been served so need not join in the notice (true) and that its citizenship need not be set forth (false). Diversity in a removal case is determined from the citizenship of all parties *named*, regardless of whether they have been served. *New York Life Ins. Co. v. Deshotel*, 142 F.3d 873, 883 (5th Cir. 1998). Also, if an in-state defendant has not been served, that may permit a “snap removal,” but there can be no valid removal—snap or otherwise—if the named defendants are not diverse. *In re Levy*, 52 F.4th 244 (5th Cir. 2022).

**Early Appeals:** You usually can’t appeal until all claims among all parties are resolved. Some exceptions, such as denial of qualified immunity, allow for an interlocutory appeal. The procedure for taking an interlocutory appeal is the same as appealing a final judgment; file a notice of appeal within 30 days of entry of the order appealed from. *Waller v. Hoepfner*, 2022 WL 4494111, \*5 (5th Cir. 2022). Another exception is when the district judge certifies an order as appealable under Rule 54(b). But if the district judge denies a request for certification, that denial is not subject to an interlocutory appeal. *Id.* at n. 24.

**DWI and False Arrest:** A driver stopped at a DWI checkpoint at 11 p.m. said he drank four beers between noon and 9:30 p.m. When a trooper asked if driver could perform a standard field sobriety test (SFST), driver explained that recent spinal surgeries would hinder him, and amblyopia would interfere with the

nystagmus test. He failed the tests and was arrested, then taken to a Breathalyzer where he blew a .000%. The trooper nonetheless sent him to HQ for a urine sample and to jail for booking. The urinalysis was clean, and the DA dropped the charges.

Driver sued the trooper for § 1983 false arrest, but the trooper skated on qualified immunity. Driver’s admission of drinking was enough to justify the SFST, and case law is in conflict on whether a clean Breathalyzer test negates probable cause for an arrest based on a failed SFST. The 5CA said that, given the unsettled caselaw, it had to conclude that the trooper did not act unreasonably and was entitled to QI. *Allemang v. Louisiana*, 2022 WL 3226620 (5th Cir. 2022). The court did not use the opportunity to clarify the law, so the next handicapped sober person who is jailed for being unable to heel-toe a line and stand on one leg, while blowing 0, will also have no claim for damages.

**Forum Selection Clause Bars Removal:** “Any dispute arising out of or under this Agreement shall be brought before the district courts of Harris County Texas, situated in the city of Houston, unless mutually agreed otherwise.” One party sued in state court, and the other removed. The 5CA said that a forum selection clause’s requirement that a case be “brought” or “commenced” in state court is a waiver of the right to remove. Case remanded. *Dynamic CRM Recruiting Sols., L.L.C. v. UMA Educ., Inc.*, 31 F.4th 914, 917 (5th Cir. 2022).

**Non-signatories Bound to Forum Selection Clause:** The “closely-related” doctrine has allowed courts to enforce a forum selection clause in a contract against some persons who did not sign the contract. The 5CA had not recognized it until *Franlink Inc. v. BACE Servs., Inc.*, 50 F.4th 432 (5th Cir. 2022). The party must be closely related to the dispute such that it becomes foreseeable that it will be bound. Relevant factors include: (1) common ownership between the signatory and the non-signatory, (2) direct benefits obtained from the contract, (3) knowledge of the agreement generally and (4) awareness of the forum selection clause particularly.

**Attorney; When to Join the Notice of Appeal:** The plaintiff lost a copyright case, and the judge imposed \$125,000 in attorney fees on the plaintiff and his lawyer, jointly and severally. The plaintiff argued on appeal that it was error to hold his attorney liable for the fees. The 5CA held that it lacked jurisdiction to review the issue because the attorney did not join the notice of appeal. *Batiste v. Lewis*, 976 F.3d 493 (5th Cir. 2020). This opinion is also full of copyright law on sampling and copying in the music business.





## Second Circuit Highlights

by Hal Odom Jr., [rhodom@la2nd.org](mailto:rhodom@la2nd.org)

**Litigation is adversarial.** The McDonalds owned a large house with a free-standing mother-in-law apartment in northeast Monroe. In 2013, they rented the apartment to a Ms. Bowen, giving her a reduced rate in exchange for her looking after the big house and alerting them to any problems while they were gone. Ms. Bowen was, unfortunately, a poor choice for a tenant; among other things, she had untreated psychosis, paranoia and self-harming. After one event in which she legitimately entered the big house, Ms. Bowen decided to use the spare key to enter without authorization, climbing into the attic over the garage. She claimed that she fell through a hole in the attic floor, landed on the concrete floor below and injured herself; she later scratched the McDonalds' antique car with a key. After they evicted her, Ms. Bowen sued the McDonalds for her personal injuries. The McDonalds advised Ms. Bowen's lawyer, a Mr. Downs, about his client's mental state, her pattern of trespassing, her faked video recreating the accident, and how she could never have fit through the 12½-by-15" hole in the attic floor; however, Downs vigorously prosecuted the case. After a full trial, the jury soundly rejected all claims and the court assessed Ms. Bowen with over \$48,000 in litigation costs.

The McDonalds then sued the attorney, Downs, for malicious prosecution and defamation. Downs responded with an exception of no cause of action, urging his duty to represent his client zealously. (Ms. Bowen could not be located for service; she later died, in 2020.) The court sustained the exception, and the McDonalds amended their petition to amplify the claims of malicious prosecution. The court still found the allegations too conclusory, sustained the exception and dismissed all claims. The McDonalds appealed the rejection of their malicious prosecution claim.

The Second Circuit affirmed, *McDonald v. Bowen*, 54,798 (La. App. 2 Cir. 11/16/22), in an opinion by Judge Pitman. After setting out the law of no cause of action, La. C.C.P. art. 931, and of malicious prosecution, *Plessy v. Hayes Motor Co.*, 31,947 (La. App. 2 Cir. 6/16/99), 742 So. 2d 934, the court confirmed Louisiana's "majority view that an attorney does not owe a legal duty to his client's adversary when acting in his client's behalf." *Montalvo v. Sondes*, 637 So. 2d 127 (La. 1994). In general, a nonclient cannot hold his adversary's attorney personally liable for either malpractice or negligent breach of a professional obligation. To succeed, the nonclient must show that the attorney acted with "specific malice or intent to personally inflict direct harm" and "with full knowledge that his conduct would cause such harm." *In re Succession of Carroll*, 46,327 (La. App. 2 Cir. 7/20/11), 72 So. 3d 384. The court concluded that the mere filing of a suit, even one that appears meritless, is not enough to show specific malice or intent.

This opinion is probably fodder for a CLE presentation on professionalism or ethics. Although it's not stated, apparently

the McDonalds' counsel tried to advise opposing counsel, diplomatically, about his client's instability and the frailty of the case; had he taken this to heart, he might have saved his client \$48,000, not to mention his own costs in the second suit. On the other hand, even the psychotic and paranoid are entitled to vigorous representation, maybe even more so than unaffected, "normal" folks.

**Those "new" policy limits.** Back in 2008, the legislature raised the mandatory minimum levels of auto liability coverage. They were formerly 10/20 (\$10,000 per person, \$20,000 per accident), but effective January 1, 2010, they increased to 15/30.

Shortly before this increase, the McManuses bought a 2009 Lexus and got insurance with Safeco for liability limits of 50/100; however, for uninsured/underinsured ("UM") coverage, they selected the statutory minimum, 10/20. They renewed the policy annually, without making any changes or, critically, executing any new UM selection forms. Then, in late 2018, McManus was waiting at a red light in West Monroe when a Ms. Parrott made an illegal left turn and rammed into the front of the Lexus, injuring McManus. He sued Ms. Parrott and her insurer (confusingly, *Safeway Ins. Co.*); they tendered their policy limits of \$15,000, but as this was not enough, he also sued his UM carrier, Safeco. He moved for partial summary judgment on grounds that after the 2010 increase, their 2009 selection of lower limits was no longer valid, and he was entitled to UM equal to his liability limits of 50/100. Safeco filed a cross MSJ, asserting the UM selection of lower limits was perfectly valid, and that Safeco owed only the statutory minimum, \$15,000. The district court denied McManus's motion and granted Safeco's; McManus appealed.

The Second Circuit affirmed, *McManus v. Safeway Ins. Co.*, 54,766 (La. App. 2 Cir. 11/16/22), in an opinion by Judge Stone. The issue, which appears to be *res nova*, hinged entirely on the UM statute, La. R.S. 22:1295(1)(a)(ii), regarding rejection of coverage or selection of lower limits. Such selection must be "on a form prescribed by the commissioner of insurance," "shall remain valid for the life of the policy" and "shall not require the completion of a new selection form" for renewal of policies. However, the statute adds: "Any changes to an existing policy, \* \* \* except changes in the limits of liability, do not create a new policy and do not require the completion of new uninsured motorist selection forms." The court rejected the negative inference that the change of statutory minimum resulted in a new policy and required completion of a new UM selection, without which there was a reversion to full liability limits.

The thing that surprised me about this case is that post-amendment, it took nine years before a claim arose and nearly 13 years before an opinion was rendered to address its effect on existing policies. However, it's not just a historical curiosity. In our current inflationary times, the legislature could conceivably raise the minimum levels again, and it is reassuring to know that this would not require everybody to execute new UM selections.

**Claims made and reported.** The Supreme Court has approved the distinction between occurrence policies (the peril insured is the occurrence) and claims-made policies (the peril insured is the making of the claim). *Anderson v. Ichinose*, 98-2157 (La. 9/8/99), 760 So. 2d 302. It has also approved the claims-made-and-reported policy (the peril insured is the making and reporting of the claim within the period specified by the policy). *Gorman v. City of Opelousas*, 13-1734 (La. 7/1/14), 148 So. 3d 888.

The differences came into focus in *United Home Care Inc. v. Simpson*, 54,797 (La. App. 2 Cir. 11/16/22), an opinion by Chief Judge Moore. United, a home healthcare provider, hired Gardner as its controller, in 2011. Six years later, it terminated him, reporting to the La. Workforce Commission “employee theft” and citing “theft and embezzlement” in a letter to employees. United then sued Gardner (and another officer, the titular Simpson) to recover the stolen moneys, estimated to be about \$3.5 million. Gardner reconvened for defamation, asserting the accusations of theft were “false and lack any good faith basis.” Later, through discovery, Gardner learned that United had a business liability policy, with Federal Insurance Co., in effect at the time of the firing; he amended his reconvention to add a direct action against Federal (United had by then declared bankruptcy). Federal filed a motion for summary judgment asserting no coverage because its insured, United, failed to report Gardner’s claim within the policy period. The district court granted summary judgment, and Gardner appealed.

Gardner brought some attractive yet old jurisprudence to the table. Those cases said that the right of a third-party plaintiff is fixed “at the time of the accident or injuries, and the insured’s later breach of the policy requirements for cooperation will not vitiate coverage.” *King v. King*, 253 La. 270, 217 So. 2d 395 (1968). Also, an insured’s “dilatatory conduct” could not negate the protection of “tort victims from insolvent tortfeasors.” *West v. Monroe Bakery*, 217 La. 189, 46 So. 2d 122 (1950). In essence, Gardner claimed, United’s failure (or refusal) to report the claim to Federal should not prejudice a good-faith claimant like himself.

The problem, the Second Circuit explained, was that *King*, *West* and other early cases all involved occurrence policies; in more recent cases, involving claims-made-and-reported policies, courts have enforced the reporting requirements. (They have also enforced the cooperation clauses, also discussed in the opinion.) In the modern world of business insurance, companies are likely to buy claims-made-and-reported policies. If you are a third-party claimant, you should perform discovery as soon as possible, identify the insurer and perhaps report the claim yourself. It’s a fair question: in *United Home Care*, the claimant was the plaintiff’s own controller, or accounting manager; how could he not know his employer had a business liability policy?

**Regular use exclusion.** Stewart, a homeowner in Minden, had an oak tree next to his house; he hired Patrick to remove it, and Patrick hired Bucklin as a helper. At some point in the process, the tree began to tilt over Stewart’s house, so they decided to tie a rope around it and pull it away from the house. Stewart, a technician employed by La. Dept. of Wildlife & Fisheries, offered to use his LDWF work truck, a Ford F-250 with four-wheel drive and a winch, for this operation. Unfortunately, Bucklin was literally “up a tree” when Stewart hit the gas and successfully dislodged the tree. Bucklin fell to the ground and was injured; by the time he filed

suit, in July 2020, he had undergone seven surgeries to repair his shattered leg.

Bucklin sued, among others, Stewart’s auto liability carrier, Progressive. Progressive moved for summary judgment urging its “regular use” exclusion: the policy covered Stewart’s two personal vehicles, but not the LDWF truck, and excluded coverage for any vehicle “furnished for your regular use.” Progressive argued that the LDWF truck was exactly that – Stewart was authorized to drive it to and from work four days a week and park it at his house all other times. The district court denied summary judgment, finding that even though the regular use exclusion applied, another provision, the “other insurance” clause, might create coverage. Progressive took a writ, which the Second Circuit granted to docket.

After argument, the Second Circuit reversed, *Bucklin v. Stewart*, 54,487 (La. App. 2 Cir. 9/28/22), in an opinion by Judge Stone. The court quoted the applicable passages from Progressive’s auto policy (“regular use,” “covered auto,” “temporary substitute auto”) and found from the summary judgment evidence that the LDWF truck was not an additional auto, a replacement auto or a rental auto. The court then quoted the “other insurance” clause, finding that it would apply only if there was other valid and collectible insurance applicable to the same insured. Since there was none, the clause did not apply and did not create any genuine issue.

The court also reversed a ruling that denied LDWF’s motion for summary judgment, finding no genuine issue that Stewart was not in the course and scope of his employment when the accident happened. (Bucklin’s claim against Stewart’s homeowner’s carrier is, apparently, still pending.) The principal ruling of the case, however, is a reminder that in an insurance policy, a specific exclusion will always supersede a general coverage provision.

**Relating back; or, the value of due diligence.** The Bryants lived in a subdivision east of Monroe. Two days before prescription would run, they filed suit against the Ouachita Parish Police Jury and its alleged insurer, Tokio Marine HCC, for a sewage pump failure with foul backup into their house. After prescription had run, OPPJ moved for summary judgment on grounds that the Bryants’ house was outside OPPJ’s sewer system; it was served by a different and totally unrelated entity, the Greater Ouachita Water Co. Then, Tokio filed its own MSJ on grounds that it did not insure OPPJ; however, it *did* insure GOWC. The Bryants attempted to amend their petition to add GOWC and Tokio as GOWC’s insurer. Those parties filed exceptions of prescription, which the district court granted. The Bryants appealed.

The Second Circuit affirmed, *Bryant v. Tokio Marine HCC*, 54,771 (La. App. 2 Cir. 11/16/22), in an opinion by Judge Stephens. The opinion is a tutorial on the law of prescription, La. C.C. art. 3492, the exception of prescription, La. C.C.P. art. 927, and the rule of relating back, La. C.C.P. art. 1153. It didn’t matter that Tokio insured the right defendant: the plaintiff failed to sue the right defendant timely, in circumstances where the amended petition could not relate back. However, the whole morass could have been avoided by a little diligence on the part of plaintiffs’ counsel, perhaps starting with asking the clients where they pay their sewer bill.

# Shreveport Bar Association Trial Academy

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*Dana Southern, Executive Director*

Don Armand wanted to do something that would help the SBA, which, post-COVID, has struggled to balance the budget. Don came up with an idea, “a trial academy.” No doubt this was going to be a huge undertaking, but Don was committed, and on December 8-9, 2022, the SBA held its first Trial Academy. It was a success, and we thank everyone who took part in it. Special thanks go to the judges and staff of the U.S. Western District of La. and First Judicial District Court, the instructors and the actors who portrayed the client/witness and doctor.

Thanks to your generosity and devotion, and to your time and talent, it was everything we envisioned. We also could not have been able to do it without the support of the firms who sent their associates, our solo practitioners and the young attorneys who came from Alexandria, Monroe, and as far away as Houston, Texas. As Judge Hicks recognized in his courtroom, “It’s a unique opportunity

– I’m not aware of any other trial academy in which the participants have the privilege of conducting adversarial mock trial exercises in the very courtrooms and before the judges where they will practice”. The collaboration of the great judges and instructors makes it an outstanding program, but your participation and support make it unique. Thank you all for your support for the SBA Trial Academy.

Here are just a few of the positive comments received from our participants. ***This program is appropriate for trial lawyers of all levels of experience – I got so much-needed trial practice – Federal Courtroom experience was great – I would absolutely recommend this to a colleague – I appreciate that a real judge presided over our cases – I hope this is the beginning of an annual opportunity in Shreveport – Hats off to visionary planners and SBA President.***

## **Presiding Judges**

Hon. Elizabeth Foote, U.S. District Judge  
Hon. S. Maurice Hicks, U.S. District Judge  
Hon. Michael Pitman, District Judge  
Hon. Brady O’Callaghan, District Judge  
Hon. Edwin Byrd, District Judge

## **Instructors and Actors**

Hon. Mark Hornsby, U.S. Magistrate Judge  
Don Armand, Scott Chafin, Jim Colvin, Robert Dunkelman, Brian Homza, Bill Kendig, Jim McMichael, Alexander Mijalis, Jimmy Mijalis, Jason Nichols, Larry Pettiette, Ron Raney, Steve Soileau, Anna Maria Sparke, Charles Tabor, Alexander Van Hook, and Joseph Woodley

## **Courts and Staff**

U.S. District Court of the Western District  
Amy Greenwald, Chief Deputy Clerk  
Bree Singleton, Jeanne Guilhas, Gene Mitchell, Jimmy Lee, Travis Spence, and Kenneth Thomas

## **First Judicial District Court**

David McClatchey, Judicial Administrator  
Gailyn Dennis

## **Audio Visual Volunteers from Loyola High School**

Joe Landreneau, Law Studies and Mock Trial Sponsor; students Emma, Katelyn, Olivia, Ava, Allye, Jett, Lauren, Kensley, Peyton, Audrey, and Noah

## **Special Thanks**

Anna Maria Sparke for securing actors who portrayed the client/witness  
The Shreveport Little Theater  
Joseph Armand for coordinating and setting up all the audio-visual cameras in the courtrooms and instructing the volunteers on what to do.





# A Note of Thanks

by U.S. Magistrate Judge Mark L. Hornsby

Every member of the Shreveport Bar Association owes Don Armand our thanks for his hard work in arranging the SBA's Trial Academy on December 8-9, 2022. Don came up with the idea for the academy, drafted the rules and problem (which took a great deal of work), and solicited the help of the presiding judges and instructors. From every perspective, it was a huge success. Thanks, Don, for your excellent work on this project. Also, a special thanks to Dana Southern and Kendall Riggs for ensuring everything went smoothly.

We want to thank those who contributed to the SBA Trial Academy. Their gift of time and talent made this event successful. We acknowledge and greatly appreciate their work.



# Shreveport Bar Association Christmas Party

The Shreveport Bar Association hosted its annual Christmas party for its members and local law students at Silver Star Grille on Sunday, December 18, 2022.

Attendees gathered to visit with one another and enjoyed a spread of delicious food. It was great to see those who could come, and we understand for the ones who could not and look forward to seeing you at next year's party.











# Monroe Inn of Court

by Hal Odom Jr., [rhodom@la2nd.org](mailto:rhodom@la2nd.org)

## The Professor Takes On Torts and Procedure

“Holiday Tidings of Torts and Procedure 2022” was the topic of the December 2022 Judge Fred Fudickar Jr. AIC (Monroe, La.) meeting. Professor Bill Corbett, of the LSU Law Center, presented his special rundown of the major developments of the past year. He gave a deep and textured analysis of the jurisprudence, in his usual baritone with a touch of gentle humor.

Special attention was drawn to two cases. First, on certification from the U.S. Fifth Circuit, the La. Supreme Court addressed the “duty not to negligently precipitate the crime of a third party,” in *Doe v. Mckesson*, 21-00929 (La. 3/25/22), 339 So. 3d 524. The case was a claim by a police officer who was struck in the head by a chunk of concrete hurled by a person participating in a protest over the Alton Sterling shooting, in July 2016. The anonymous officer sued Deray Mckesson, who had organized the protest, in federal court; the Fifth Circuit sent the question to the state high court whether such a duty existed. The majority opinion said yes, Louisiana recognizes a duty not to precipitate a crime as alleged in the complaint, but it did not address the interplay of First Amendment rights.

Prof. Corbett commended various points from the concurring opinions and the dissent, particularly the latter’s query whether the “cost of defending such suits would be significant” and, ultimately, whether “the flow of political speech could hinge on which viewpoint’s proponents had deeper pockets.” He also noted the deferral of the First Amendment question.

The second major topic was pursuing the cause of action for vicarious liability (respondeat superior) and negligence (negligent hiring, training, supervision, etc.). The case was the Second Circuit’s own *Martin v. Thomas*, 54,009 (La. App. 2 Cir. 8/11/21), 326 So. 3d 334, which

found that if the employer admitted course and scope, and hence conceded its Art. 2320 liability, it was insulated from additional negligence claims. The Supreme Court, however, found that the comparative fault regime required an assignment of appropriate fault to each person who caused the harm, and the employer’s negligence is not foreclosed by its employer status. *Martin v. Thomas*, 21-01490 (La. 6/1/22), 346 So. 3d 238. In other words, a separate claim

exists for negligent hiring or supervision. Still, Prof. Corbett stressed, “there must be causation. If the employee is not negligent, there is no further question.” He added, “The major result is that there is no reason for the employer to stipulate to course and scope anymore.”

Prof. Corbett then surveyed the rest of the field, notably the new La. R.S. 9:5605.2, which limits damages in a legal malpractice action to the maximum amount that

the client could have received in the underlying case, abrogating *Ewing v. Westport Ins. Corp.*, 20-00339 (La. 11/19/20), 315 So. 3d 175, and the intriguing case of *Shear v. Trail Blazers Inc.*, 21-00873 (La. 12/21/21), 329 So. 3d 819, which absolved the (former) New Orleans Hornets from having to erect a barrier to protect special guests sitting courtside. He added, drolly, “Thanks goodness! It’s basketball, not hockey.”

The meeting was held Monday, December 12, 2022, at The Lotus Club, on the 9th floor of the historic Vantage/ONB Building in downtown Monroe. Mostly owing to Prof. Corbett’s reputation, a strong 21 attended, although the last-minute crush for CLE credits may have been an additional inducement! The Inn’s president, Charlen Campbell, wished everyone a happy holiday season, and strongly urged them to keep up the participation in 2023.



Showing some holiday spirit, left to right: Ashley Herring, Chapter 13 Trustees Office; Prof. Bill Corbett, LSU Law Center; Charlen Campbell, Campbell Law & Mediation; and Cyd Sheree Page, Voorhies & Labbé; shared some jovial moments before the December IOC program.

# THANK YOU TO DR. MARKEY PIERRE!

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by Justice Scott Crichton, [scrichton@lasc.org](mailto:scrichton@lasc.org)

One of my administrative responsibilities as a justice of the Louisiana Supreme Court, along with my six colleagues, is appointing members of the Louisiana Attorney Disciplinary Board. I take this charge very seriously, because the Board is tasked with the solemn responsibility of investigating all allegations of lawyer misconduct and making recommendations to the Louisiana Supreme Court when discipline is warranted. The Board is composed of 14 members appointed by the Court, all of whom volunteer their time and service. Of the 14 members, four are members of the general public with diverse backgrounds.

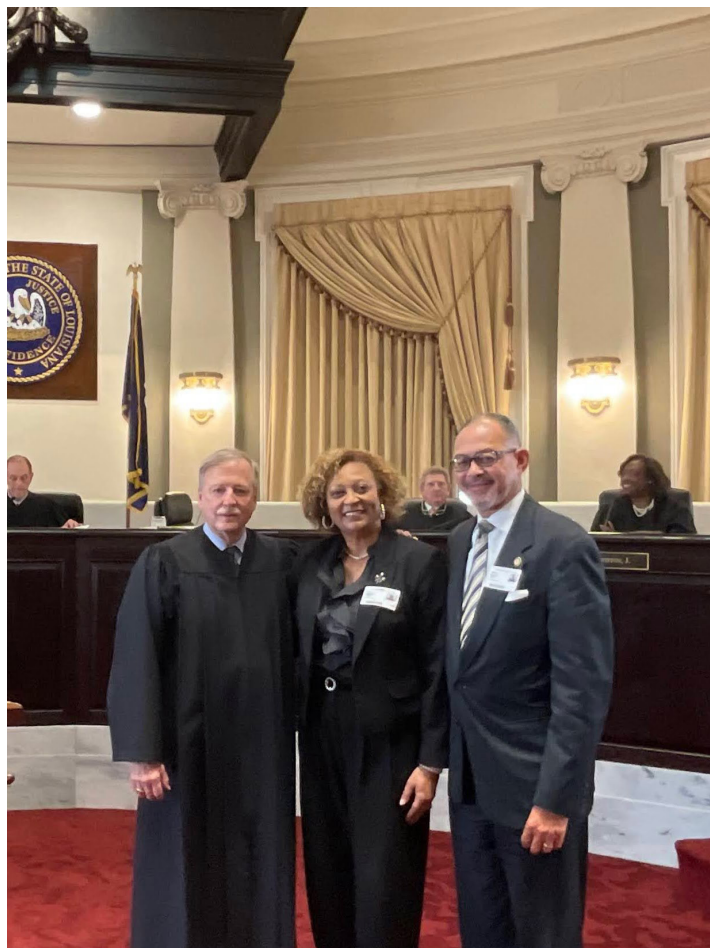
In 2017, it was my great honor to appoint Dr. Markey Pierre to the Board, and she recently concluded two consecutive three-year terms as a public member. I chose Dr. Pierre to serve based upon her demonstrated lifetime commitment to professional excellence, community service and sound public policy solutions. Her work has led to substantive progress for the State of Louisiana in many areas, including K-12 and higher education, construction, health care, maritime law and municipal government.

In addition to her service on the Disciplinary Board, Dr. Pierre has served the greater Shreveport and broader Louisiana community for years, including as a chairman of the Independence Bowl Foundation, a board member of Bossier Parish Community College Foundation and a Board Member of LSU's Reilly Center for Media and Public Affairs. Our community has recognized her work numerous times with many honors and accolades, including the Lifetime Achievement and Business Woman of the Year Award for the Shreveport-Bossier African American Chamber of Commerce; the Virginia K. Shehee Most Influential Woman Award; the Friend of Public Education Award from the Louisiana School Board Association; and being named one of

the Top Businesswomen in Shreveport Bossier by SB Magazine. Dr. Pierre was also the first African American woman to chair the Greater Shreveport Chamber of Commerce.

Dr. Pierre is currently the Vice Chancellor of External Affairs and Chief of Staff for LSU Health Sciences Center, a position in which she continues to make a difference in our community.

We are all fortunate to have such an accomplished woman committed to the betterment of our community, and our noble profession is particularly blessed to have benefited from Dr. Pierre's substantial contributions to the Louisiana Attorney Disciplinary Board.



Justice Scott Crichton, Markey Pierre and  
Louisiana Senator Ed Murray (served 2005-2016)



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APR

6

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Argument  
Tips from the Bench

JUNE

15

Lunch & Learn Series II  
Perfecting the Art  
of Cross-Examination

AUG

24

Lunch & Learn Series III  
Refresher on Trying a  
Civil Jury Trial  
Tips from the Pros

SEPT

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13

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# DECEMBER CLE BY THE HOUR

## Thanks For Your Valuable Contribution!

The planners and speakers of the SBA December CLE By The Hour Seminar CLE seminar are volunteers. Their gift of time and talent make this event successful. We acknowledge and greatly appreciate their work.

Christopher Bowman  
William C. Bradford Jr.  
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Mary Lou Salley Bylsma  
Patrick Cole  
Melissa Scott Flores  
Honorable Scott Crichton  
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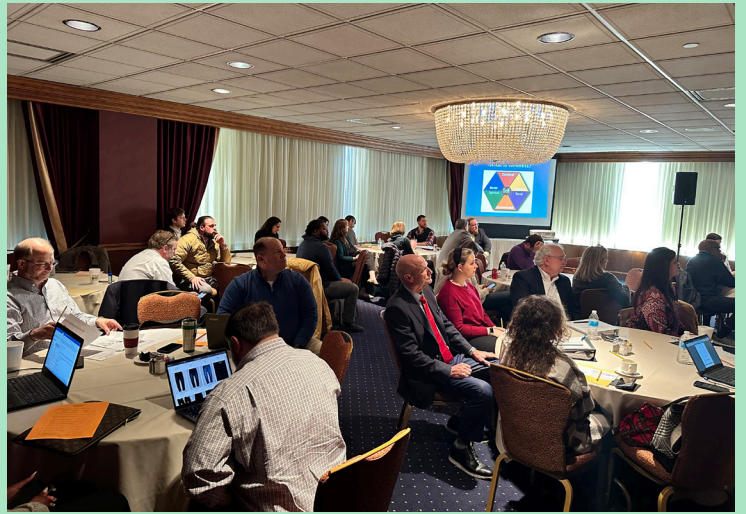




# DECEMBER CLE BY T







# THE HOUR Highlights





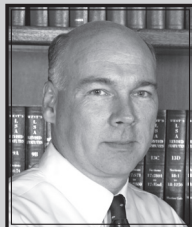
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With 39 years' experience as a licensed CPA in Louisiana and Texas, Chad M. Garland has the knowledge, skills, experience and certifications necessary to handle your forensic accounting, expert witness and business valuation requirements.

In his forensic accountant capacity, Chad M. Garland can help resolve disputes before they reach the courtroom. In cases where disputes do go to court, Mr. Garland can be called upon by the attorney and their client to provide "expert witness" testimony in any given case. He has served as an expert witness on a variety of cases in district and federal court. Mr. Garland is trained to investigate, identify, and prevent financial crime and fraud.

Chad M. Garland operates within a policy of integrity, trust and competence. Know that your forensic accounting, expert witness and business valuation requirements will be handled with the utmost care, concern and attention to detail.

**CREDENTIALS:**

- Certified Public Accountant (CPA)*
- Accredited in Business Valuation (ABV)*
- Certified in Financial Forensics (CFF)*
- Certified Global Management Accountant (CGMA)*
- Accredited Senior Appraiser (ASA)*
- Certified Valuation Analyst (CVA)*
- Master Analyst in Financial Forensics (MAFF)*
- Certified Fraud Examiner (CFE)*
- Certified Treasury Professional (CTP)*
- Master in Business Administration (MBA)*

**CASE TYPES:**

- Business Valuation Services · Bankruptcy*
- Embezzlement · Insurance Claims*
- Shareholders/Partnership Disputes*
- Mediation · Personal Injury Claims*
- Business Economic Losses*
- Divorce Settlements/Marital Disputes*

PHONE 318.220.4416  
 CGARLAND@CHADGARLANDCPA.COM  
 900 PIERREMONT RD, STE 120 · SHREVEPORT, LA 71106  
 WWW.CHADGARLANDCPA.COM





# UPCOMING EVENTS

## \*2023 SBA MEMBERSHIP LUNCHEONS

12:00 Noon at the Petroleum Club (15th Floor)

### **JANUARY 20**

Krewe of Justinian Bal  
Horseshoe Casino Riverdome

### \***JANUARY 25**

*SBA Member Luncheon*  
*Speaker: District Attorney*  
*James E. Stewart Sr.*

### **FEBRUARY 11**

Krewe of Centaur Parade  
Krewe of Justinian Participates

### **FEBRUARY 19**

Krewe of Highland Parade  
Krewe of Justinian Participate

### \***FEBRUARY 22**

*SBA Member Luncheon*  
*Speaker: TBD.*

### **MARCH 2-3**

BAFFC Appellate Advocacy Seminar and  
5th Annual North Louisiana Appellate Conference  
Cocktail Reception and Dinner  
Honoring Judge Carl Stewart Sr.  
Petroleum Club of Shreveport

### \***MARCH 22**

*SBA Member Luncheon*  
*Speaker: TBD.*

You can now use the Amazon Shopping app on your mobile phone to sign up for AmazonSmile and select "Shreveport Bar Foundation Pro Bono Project" as your favorite charity.

This is a great opportunity for you to support us through AmazonSmile donations.

Do you want to help make a difference while you shop in the Amazon app, at no extra cost to you?

Simply follow the instructions to select "Shreveport Bar Foundation Pro Bono Project" as your charity and activate AmazonSmile in the app. They'll donate a portion of your eligible mobile app purchases to us.

How it works:

1. - Open the Amazon app on your phone.
2. - Select the main menu (=) & tap on "AmazonSmile" within Programs & Features.
3. - Select "Shreveport Bar Foundation Pro Bono Project" as your charity.
4. - Follow the on-screen instructions to activate AmazonSmile in the mobile app.

Be Mine...

and Donate too!

@ [smile.amazon.com](https://smile.amazon.com)

amazon smile

Shreveport Bar Foundation  
Pro Bono Project



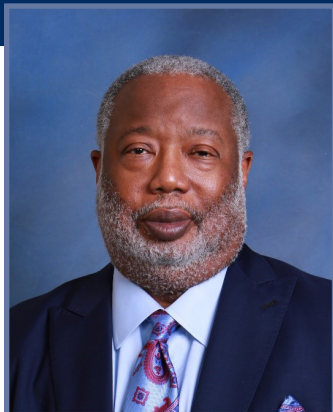
Support Us  
and Find All  
Your Valentine's Gifts!  
You Shop. Amazon Gives.

## SBA LUNCHEON MEETING — JANUARY 25

*Petroleum Club (15th Floor) Buffet opens at 11:30 a.m.*

*Program and Speaker from 12:00 Noon to 1:00 pm.*

*\$30.00 for SBA members; \$35.00 for non-SBA members. Advance reservation is required no later than 5 p.m. Monday, January 23.*



**When:** 12:00 Noon on Wednesday, January 25

**Where:** Petroleum Club (15th floor)

**Featuring:** Caddo District Attorney James E. Stewart Sr.

Please join us on Wednesday, January 25, for the first SBA meeting of 2023 as we welcome Caddo District Attorney James E. Stewart Sr. as our guest speaker.

James E. Stewart Sr. was elected Caddo Parish District Attorney on November 21, 2015, after serving 25 years as a district and appellate court judge. D.A. Stewart has received numerous honors for his civic involvement and professional achievements. In 2016, the Shreveport Bar Association honored District Attorney Stewart with the 18th Annual Professionalism Award in recognition of his personal courtesy and professional integrity during his many years of service in the legal community, and in 2020 the Law Day Liberty Bell Award. He was the recipient of the 2017 Freedom Fighter Award from the FREE Coalition for his dedication and outstanding work as district attorney in combating human trafficking. District Attorney Stewart was also recognized as the 2018 Public Official of the Year by the Shreveport Region of the National Association of Social Workers. In 2019, District Attorney Stewart was honored by Volunteers for Youth Justice as the 2019 VYJ Hero of the Year for his exceptional commitment to children. He is a deacon and assistant Sunday school teacher at the Zion Baptist Church. He is a Life Member of the Rho Omega Chapter of Omega Psi Phi Fraternity Incorporated. He is married to Helen Ewing Stewart and the proud father of five children, two stepchildren, and five grandchildren.

# #SHREVEPORTBARASSOCIATION

You may confirm your reservation(s) by email [dsouthern@shreveportbar.com](mailto:dsouthern@shreveportbar.com),  
Phone 222-3643 Ext 3 or Fax 222-9272.

I plan to attend the January Luncheon.

Attorney: \_\_\_\_\_

**Please remember to call and cancel if you are unable to attend.**

**The SBA pays for each reservation made.**

**No-shows will be invoiced.**

**Thank You!**