

# THE BAR REVIEW

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## EVENTS AT A GLANCE

4/4 SBA Pickleball Tournament –  
9:00 a.m. –  
Pierremont Oaks Tennis Club

4/30 SBA Law Day Luncheon –  
12:00 p.m. -  
Petroleum Club

5/2 Red Mass –  
8:30 a.m. –  
Holy Trinity Catholic Church

5/6 Give for Good Campaign



## From The President

by Elizabeth M. Carmody, [elizabeth.carmody@cookyancey.com](mailto:elizabeth.carmody@cookyancey.com)



Springtime in Shreveport is simply beautiful and probably one of my favorite times of the year here. The azaleas and dogwoods are in full bloom, the birds start to sing, days are longer, and we can enjoy the outdoors in (for the most part) 60-to-70-degree weather. Spring is a season of renewal. Everything feels alive, fresh and new, which is why it is the perfect season to reflect on gratitude and hope, especially as Easter approaches.

This renewal is not limited to nature but is about us, too. It is a reminder to let go of what is weighing us down and welcome new opportunities. Gratitude naturally fits into the spring season. When we see the beauty of spring, we are reminded to slow down and appreciate the little things – a walk around the botanical gardens at R.W. Norton Art Gallery, the sound of children laughing and playing outside or just the joy of sitting outside in the sunshine after a long, gray winter. When we notice and cherish these simple moments, they bring a sense of peace and happiness.

Easter, which falls in the middle of spring (and is a little later this year, in particular), is all about renewal and hope. For Christians, it is a time to reflect on the resurrection of Jesus Christ – a powerful symbol of love, faith and new beginnings. Even beyond its religious meaning, Easter is a time to come together, share meals, decorate eggs and celebrate the joy of life. It's a season of fresh starts.

Both Easter and spring teach us an important lesson: every challenge gives us a chance for something new. As winter turns to spring, hardships make way for growth. Whether it is through spiritual reflection, kindness or just taking a moment to appreciate the beauty around us, this season encourages us to welcome each day with hope and gratitude. Each and every day is a gift.

As the world around us wakes up and bursts into bloom, take a moment to soak it all in. Enjoy the beauty of spring, be thankful for the small things and celebrate Easter with a heart of hope and joy.

“This is a wonderful day. I’ve never seen this one before.”

~ Maya Angelou

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# News from the SBA Legal Community Support Staff Committee Update

by Karen McGee, Committee Chair, kgmcgee2@gmail.com

We are pleased to announce the newest members of the SBA Legal Community Support Staff Committee (LCSSC). Please welcome:

Rachael Cantu  
*Miramonte Law, Inc.*

Brianna Dunlop  
*Weems, Schimpf, Haines & Moore*

Penny Lynn File  
*Ryan Gatti Law Firm*

Sheila Lowery  
*Perkins & Associates LLC*

Victoria Mainiero  
*Richie Richie & Oberle LLP*

Y. Evette McGee  
*Ryan Gatti Law Firm*

Katie Poss  
*Hayter Reynolds*

Amber Steele  
*Richie Richie & Oberle LLP*

Nonlawyers who wish to be part of this groundbreaking committee are encouraged to submit their membership application. Please note that as we fully launch the Committee this year, dues for the 2025 year will be waived. To obtain a membership application, email Jan Melton at jan@hayterlaw.com.

A date you'll want to put on your calendar: Law Day 2025 is approaching, and its theme is "The Constitution's Promise: Out of Many, One." We will celebrate Law Day at the SBA luncheon at the Petroleum Club on April 30 with guest speaker United States District Court Judge Jerry Edwards.

Look for SBA Communiqué emails and the SBA newsletters for information about professional education, networking and service opportunities.

David F. Bienvenu  
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# SBA LEGAL COMMUNITY SUPPORT STAFF COMMITTEE



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## WE NEED YOUR FEEDBACK!

01

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your camera



02

Point at the  
QR Code



03

FILL OUT THE  
SURVEY AND  
CLICK SUBMIT

**SUBMIT THE SURVEY FOR A CHANCE TO WIN A DOOR PRIZE!**



# Second Circuit Highlights

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

**Nobody saw it.** In August 2019, Laronica, a student at Plain Dealing Middle/High School, entered a girls' restroom at the school, walked toward a stall, opened the door, stepped inside and then fell down. Only after she was on the floor did she notice it was wet, and she felt this was what caused her mishap. Her mother sued the Bossier Parish School Board alleging the condition of the floor was unreasonably dangerous, BPSB either caused it or had constructive knowledge of it and failed to correct it, and as a result Laronica sustained a broken malleolus fibula, leg and ankle fractures and other pain and suffering.

After a considerable delay for discovery (and, one might assume, COVID lockdowns) BPSB moved for summary judgment. It filed the deposition of the school's maintenance tech, Scott, who stated he had been in the girls' restroom just four minutes before Laronica went in; he inspected it and, at that time, there was no water on the floor. Attached to the affidavit was footage from the school video surveillance camera confirming that Scott entered the restroom at 1:01 pm and left at 1:07; Laronica entered at 1:10 at left at 1:13. BPSB also filed Laronica's own deposition, in which she admitted she didn't see any water on the floor until after she fell. The plaintiff opposed the motion, filing the deposition of Ms. Isebaert, the school principal, who said "more likely than not" Scott caused the water to be on the floor, and an accident report which said that after Laronica was helped out of the restroom, the floor was indeed wet. The plaintiff felt these facts created a genuine issue for trial. The district court granted BPSB's motion, ruling that even if there was water on the floor, the mere four minutes between when Scott left and Laronica entered was not enough time for notice to the school board. The plaintiff appealed.

The Second Circuit affirmed, *Dupree v. Bossier Parish Sch. Bd.*, 56,091 (La. App. 2 Cir. 2/26/25), in an opinion by Judge Thompson. The court laid out the law of liability for damages caused by things in a public entity's custody, La. R.S. 9:2800, particularly the curiously phrased "facts which infer actual knowledge," under § 2800 D. The condition must have existed "for such a period of time that it should have been discovered and repaired," *Dorsey v. Pier Landings Shreveport*, 54,761 (La. App. 2 Cir. 10/12/22), 349 So. 3d 1103. Not even Laronica said she noticed water on the floor before she fell, and Scott flatly denied there was any; on these facts, actual knowledge was mere speculation. The court also noted the brief four minutes between Scott's inspection and Laronica's fall, confirmed by the time stamp on the video, as negating any reasonable opportunity to remedy the condition.

The requirement of actual knowledge makes slip-and-fall claims against public entities very challenging for plaintiffs. The proliferation of surveillance video will probably affect plaintiffs and defendants equally, but in this case the minuscule time frame negated the "reasonable opportunity to remedy" as a genuine issue.

**How much can an agent do?** In March 2018, Mr. Lynch executed a durable power of attorney ("POA") appointing his wife, Katherine, as his agent, his longtime friend Nolin as successor agent, and a friend and nurse, Crosslin, as additional successor agent. The POA authorized the agent to form, cause to be formed or join with other persons in forming "partnerships, limited liability companies, corporations, trusts, and other business

entities" (emphasis added). He executed a will the same day, giving his whole estate to Katherine and naming her executrix, zeroing out his surviving children and grandchildren, and naming Nolin and Crosslin successor executors. Unfortunately, in August 2021 both Mr. Lynch and Katherine caught COVID-19 and went down fast. Katherine died first, activating the successor agent provision of the POA.

While Mr. Lynch was still in the hospital and quarantined, Crosslin (who was, as noted, a nurse) felt he had "full mental capacity" and advised him to contact his lawyer, Mr. Williams, to get his affairs in order. They talked on the phone, but because of Mr. Lynch's health situation Mr. Williams could not get in to have Mr. Lynch execute a new will. Instead, he recommended using the POA to create a trust and transfer Mr. Lynch's property to it. That is what they did: as agent for Mr. Lynch, Crosslin created the trust, which named Nolin as trustee, and executed an assignment and warranty deed to transfer Mr. Lynch's property to the trust. Nolin accepted the transfers on behalf of the trust between 10:00 and 10:15 am on August 31, 2021; Mr. Lynch died at 2:12 pm that day.

Nolin, as successor executor, filed a petition to probate the will. The children and grandchildren, however, intervened contending they were entitled to the whole estate because the will made no alternative provisions for inheritance if Katherine died first. Nolin responded with exceptions of no right and no cause asserting the effect of Crosslin's actions taken on Mr. Lynch's behalf. After various hearings and amended pleadings, the matter went to trial in late 2023. The court found the POA was valid, the trust was valid, and Crosslin validly transferred Mr. Lynch's assets to the trust. The children and grandchildren appealed.

The Second Circuit affirmed, *Succession of Lynch*, 56,052 (La. App. 2 Cir. 2/26/25), in an opinion by Chief Judge Pitman. The main issue was whether the parties could use the POA to create a trust; the court conceded that, "at first glance," the facts might appear suspicious. However, the text of the POA expressly authorized the agent to "sell, convey, assign or otherwise dispose of [the property] in any manner," including "gratuitous \* \* \* donations"; and to form trusts. Again noting the "unique situation," the court saw no manifest error in the district court's finding that Mr. Lynch executed a valid POA and Crosslin was thereby authorized to transfer assets to it in accordance with Mr. Lynch's clear wishes. The court then found that unlike the general Civil Code rules (C.C. art. 1498), the Trust Code (R.S. 9:1731) does not require physical delivery to effect transfer of title to the trust. In short, the complex and interrelated notarial acts (greatly simplified for this synopsis!) were valid and successful in satisfying Mr. Lynch's last wishes.

Judge Thompson dissented, asserting that Crosslin exceeded her authority and improperly used the POA, without an express direction from Mr. Lynch, to create the trust and transfer most of his property to it. The dissent viewed the facts as showing that Mr. Lynch fully knew his children would inherit the property through intestacy, if Katherine died first; the phone calls by which Mr. Lynch arranged the complicated scheme were not really about estate planning; and the outcome violated the rules against self-dealing by an agent, La. C.C. arts. 2998, 3001. Judge Thompson admitted these parties were well-intentioned, but felt the effect would be to embolden less-noble players seeking to enrich themselves in a difficult situation.

Still, the majority's view was to read the POA literally: it conferred the authority to create a trust and move the principal's estate into it. As always, be careful what you place in a POA.

**Public records for beginners.** Back in 1996, a grand jury indicted Everfield on first degree murder, aggravated kidnapping and other related crimes; he was convicted and is now serving life in Angola. In early 2024 – nearly 30 years later – he requested a copy of his “true bill,” seeking the votes of the individual grand jury members, and soon filed a writ of mandamus to make the clerk of court hand this over. The clerk's office sent him copies of the indictment, grand jury charge, report of the foreperson and minutes. The district court found this more than satisfied Everfield's mandamus request and dismissed his claim. He appealed.

The Second Circuit affirmed, *Everfield v. Madison Parish Clerk of Court*, 56,092 (La. App. 2 Cir. 2/26/25), in an opinion by Judge Stone. The court summarized Louisiana's law of “free and unrestricted” access to public records, La. Const. art. XII, § 3; R.S. 44:31, et seq.; La. C. Cr. P. art. 930.3. However, most grand jury proceedings are confidential, La. C. Cr. P. art. 434, so the court is not required to record the individual votes of the grand jurors. The message is that the custodian need not produce documents that do not exist.

Everfield was, of course, self-represented, but it is worthwhile to recall that some public records requests cannot be answered.

**The limits of nullity, a continuing story.** Mr. Pentecost was the principal of K.P. Trucking, and in October 2016 he won a trial court judgment, by involuntary dismissal, that dismissed K.P. from a claim of \$670,000 in unpaid unemployment insurance premiums. Unfortunately for him, the Second Circuit reversed, held that he was solidarily liable with another entity for \$748,930 plus attorney fees, rendered judgment to that effect and denied rehearing; the Supremes denied his writ. *La. Safety Ass'n of Timbermen-Self-Ins. Fund v. Will Transp.*, 51,798 (La. App. 2 Cir. 2/28/18), 245 So. 3d 1194, writs denied, 18-0734, -0731 (La. 9/14/18), 252 So. 3d 485. Stung by this setback, Pentecost filed, in September 2019, a pro se legal malpractice action against his attorneys; the attorneys responded with an exception of peremption, La. R.S. 9:5605, which the district court granted and this court affirmed, *Pentecost v. Grassi*, 54,836 (La. App. 2 Cir. 3/1/23), 357 So. 3d 588, writ denied, 23-00476 (La. 5/23/23), 360 So. 3d 1258.

Under two months later, and still acting pro se, Mr. Pentecost filed a “Petition to Nullification [*sic*] of Final Judgment,” under La. C.C.P. art. 2004. He alleged, as fraud and ill practices, that his lawyer concealed the fact that he failed to appear for oral argument when he lost his initial appeal in *La. Safety Ass'n of Timbermen* and did not obtain his informed consent before seeking the involuntary dismissal in the trial of that matter. The lawyer and his firm filed exceptions of res judicata and no cause of action. The district court granted these, dismissing all of Mr. Pentecost's claims, and he appealed.

The Second Circuit affirmed, *Pentecost v. Grassi*, 56,113 (La. App. 2 Cir. 2/26/25), in an opinion by Judge Stephens. The court first noted Mr. Pentecost's pro se status and the judicial policy of indulgently reading the filings of unrepresented parties, *Linn v. Ouachita Parish Police Jury*, 55,480 (La. App. 2 Cir. 4/10/24), 383 So. 3d 1171. The court then traced the contours of the peremption statute, R.S. 9:5605, and carefully distinguished the case from *Lomont v. Bennett*, 14-2483 (La. 6/30/15), 172 So. 3d 620, in which the Supreme Court found such pervasive fraud that it removed the case from the coverage of 9:5605 (peremptive period may not

be renounced, interrupted or suspended) and into that of basic tort, La. C.C. art. 3492 (prescriptive period is suspended as long as the defendant “effectively hid her malpractice”). Instead, the court applied res judicata: Mr. Pentecost previously sued the attorneys (by original and amended petitions) for malpractice but never alleged fraud; under La. C.C.P. art. 891, all causes of action arising out of the same transaction or occurrence must be asserted at the same time. The first suit went to a valid, final judgment; the second suit arose from the same transaction or occurrence and the parties were the same; hence, res judicata barred the second suit.

After his initial courtroom success, by involuntary dismissal, Mr. Pentecost has had a record of consistent, serial failure. He obviously saved a lot on attorney fees by representing himself in claims against his old attorneys, but his results were worth what he paid for them.

**The “exclusive servitude” comes to Caddo.** ETC Tiger, a local gas pipeline system and part of Energy Transfer Partners, a large midstream pipeline company, uses a permanent easement agreement containing language (§ 4) which, ETC Tiger contended, granted it an *exclusive* servitude over the affected land. ETC Tiger has asserted § 4 to enjoin La. Energy Gateway, a relatively new gas pipeline company, from crossing these easements with its own pipelines. In three cases from DeSoto Parish, the district court agreed the permanent easement was exclusive, but the Second Circuit held otherwise, dissolving the preliminary injunctions. *ETC Tiger Pipeline LLC v. DT Midstream Inc.*, 55,534 (La. App. 2 Cir. 4/10/24), 384 So. 3d 458, writ denied, 24-00763 (La. 10/8/24), 394 So. 3d 271; *ETC Tiger Pipeline LLC v. La. Energy Gateway LLC*, 55,913 (La. App. 2 Cir. 10/2/24), 400 So. 3d 1123, writ denied, 24-01350 (La. 1/14/25), 398 So. 3d 1168; *Enable Midstream Partners LP v. La. Energy Gateway LLC*, 55,916 (La. App. 2 Cir. 10/2/24), 400 So. 3d 1168.

The issue has now come to Caddo Parish, involving the same parties, ETC Tiger using the permanent easement agreement and La. Energy Gateway, its pipeline servitude and right-of-way agreement, over farmland in south Caddo. The district court granted ETC Tiger's preliminary injunction (before the Second Circuit's opinions had been rendered), and the defendant appealed. Following its precedent, the Second Circuit reversed, *ETC Tiger Pipeline LLC v. La. Energy Gateway LLC*, 56,073 (La. App. 2 Cir. 2/26/25), in an opinion by Judge Ellender.

It is fair to note that all these cases have involved *preliminary* injunctions. Conceivably, the plaintiff could produce some evidence to prove irreparable injury, loss or damage when it goes to a hearing on a permanent injunction. However, under these cases, the wording of § 4 of the permanent easement agreement will not suffice.

**Where's the issue?** In January, I wrote about *Mitchell v. Chambers*, 55,949 (La. App. 2 Cir. 11/20/24), in which the Second Circuit affirmed a summary judgment in favor of the driver of the lead vehicle, finding no genuine issue that the driver of the following vehicle, which rear-ended him, was completely at fault in the accident. The plaintiff, the passenger in the lead driver's truck, argued that the lead driver's trailer might have obscured his brake lights and, thus, contributed to the accident. The district court and the Second Circuit rejected this as insufficient to create a genuine issue, but the Supreme Court now has ruled otherwise, peremptorily decreeing that “genuine issues of material fact remain[.]” *Mitchell v. Chambers*, 24-01526 (La. 2/25/25) (per curiam). Even a simple rear-end collision may be not so simple after all.



# Federal Update

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

## Suppressor Not a Second Amendment Arm: ATF found defendant in possession of a firearm suppressor (silencer) that was

homemade from a kit and lacked a serial number or proper registration. The defendant entered a conditional guilty plea and appealed the denial of his motion to dismiss on Second Amendment grounds.

The Second Amendment protects “the right of the people to keep and bear Arms.” The 5CA, looking to *Heller*, said that to constitute an “arm,” the object in question must be a weapon. In an issue of first impression, the court held that, “A suppressor, by itself, is not a weapon.” It is a firearm accessory, but possession of accessories is not protected by the Second Amendment. *U.S. v. Peterson*, 127 F.4th 941 (5th Cir. 2025).

**Weed and Guns:** 18 U.S.C. § 922(g)(3) bars an individual from possessing a firearm if he is an “unlawful user” of a controlled substance. A traffic stop found Daniels with weed and firearms. He admitted to smoking for years, but he was not drug tested or noted to be under the influence when arrested. It violated the Second Amendment to convict him based on mere habitual or occasional drug use with no requirement that the jury find a tight temporal nexus between drug use and possession of firearms. *U.S. v. Daniels*, 124 F.4th 967 (5th Cir. 2025).

**Initial Disclosures and Damages Calculation:** Fed. R. Civ. P. 26(a) requires that each party disclose a “computation of each category of damages claimed by the disclosing party.” If a party fails to do so, “the party is not allowed to use that information ... to supply evidence on a motion, at a hearing, or at a trial, unless the failure was substantially justified or is harmless.” Fed. R. Civ. P. 37(c) (1); see also Fed. R. Civ. P. 37(b)(2)(A)(ii) (permitting court to prohibit disobedient parties from introducing evidence).

The plaintiffs in *King v. King*, 117 F.4th 301, 306 (5th Cir. 2024) were beneficiaries of a trust who alleged that the trustees diverted money. The plaintiffs did not serve a calculation of damages even within a twice-extended discovery deadline. The defendants filed a motion to exclude evidence of damages and a motion for summary judgment, both of which rested primarily on the plaintiffs’ failure to serve a damages calculation. Only then did the plaintiffs cough up an untimely estimate of more than \$36,000,000.

Judge Doughty looked at the relevant factors, including the plaintiffs’ lack of any explanation for not acting timely. He excluded the evidence of damages and granted summary judgment for the defendants. The 5CA found no

abuse of discretion. Folks, Rule 26 is a case killer. Ignore it at great peril.

**Sentencing Guidelines; Counting CP Images:** A child porn sentencing guideline states that “[i]f the offense involved . . . 600 or more images, increase [the sentence] by 5 levels.” USSG § 2G2.2(b)(7)(D). The commentary explains that “images means any visual depiction, as defined in 18 U.S.C. § 2256(5), that constitutes child pornography.” *Id.* § 2G2.2 cmt. n.6(A). The commentary further directs that “(f)or purposes of determining the number of images . . . [e]ach photograph, picture, computer or *computer-generated image*, or any similar visual depiction shall be considered to be one image.” *Id.* § 2G2.2 cmt. n.6(B)(i) (emphasis added).

The defendant in *U.S. v. Fucito*, 129 F.4th 289 (5th Cir. 2025) challenged the counting of duplicate digital images. The 5CA held that, given the commentary’s plain language, the trial court did not err in counting the duplicates and imposing a five-level enhancement. The Court noted that other circuits have all agreed, and courts have also approved counting duplicate hard copies as discrete images.

**Right-of-Way Obligations:** Kinderhawk paid \$1.3M for a pipeline right of way (ROW). The agreement required Kinderhawk to furnish an as-built survey within 60 days after construction and mow the grass monthly from March to October. Kinderhawk did not start mowing until nine years later and delivered the survey 10 years late.

The survey showed that Kinderhawk’s pipeline exceeded the designated land by over 5,000 square feet. Kinderhawk quibbled over the rate it should pay for the excess area. Judge Edwards ruled that compensation should be based on the price per foot paid under the ROW agreement for a total of about \$120,000.

The landowner mowed its own grass for years until Kinderhawk hired a contractor. Kinderhawk argued that the landowner didn’t prove its precise out of pocket costs and that there was no grass during some early years. The court ruled that the landowner was entitled to damages for the number of mowings due under the contract, which had no exemption for lack of vegetation. The rate per missed mowing was assessed as the rate charged by the contractor who took the job. Total damages: \$88,665.

Kinderhawk’s liability appears to have been clear, and the amounts at issue were relatively small and seemingly ripe for settlement. Nonetheless, the case was litigated for four years. Next will come the contractual attorneys’ fee award, amount to be determined. *Forbing Bluff Timber Co. LLC v. Kinderhawk Field Services, LLC*, 2025 WL 622670 (W.D. La. 2025).

# How Write You Are

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

**This comes after third.** This numerical homophone occasionally crops up. “The discovery statutes are to be liberally and broadly construed to achieve its intended objectives.’ *Hodges* [citation], set fourth those objectives as follows[.]” *In re Marshall Legacy Found.*, 16-527 (La. App. 3 Cir. 2/15/17), 212 So. 3d 656. “[T]he Court finds that the additional relief set fourth above complies in all respects with the provisions of 18 U.S.C. § 3626(a).” *Jones v. Gusman*, 515 F. Supp. 520 (E.D. La. 2021) (quoting a stipulated order). “First, the record must show that the trial court took cognizance of the criteria set fourth in La. C. Cr. P. art. 894.1.” *State v. Stokes*, 10-1072 (La. App. 3 Cir. 3/9/11), 58 So. 3d 655.

Everyone will notice that the word used means *next ordinal after third* or 25%. The intended word, *forth*, means *onward in time* or *starting from*; the expression *set forth* means to *state or describe something in detail*. As good as Spell Check is, it won’t catch this error.

Just as an aside, one of the examples printed above appeared in a block-quote from a Second Circuit opinion, *State v. Brown*, 41,883 (La. App. 2 Cir. 4/4/07), 956 So. 2d 53. Please be advised that *Brown*, authored by the late Judge John Larry Lolley, correctly referred to the “criteria set forth in La. C. Cr. P. art. 894.1.” I guess it wasn’t a copy-and-paste job after all!

**More casual writing.** A more frequent typo is the transposition of letters between a common adjective and a less common one. “[A]s recognized by *Billiot*, there is no *casual connection* that would relieve Defendant from liability.” *Eastman v. State Farm*, 23-01107 (La. 5/10/24), 384 So. 3d 865 (Hughes, dissenting). “In order for the plaintiff to prove her claim of retaliation under the ADA, the plaintiff must prove \* \* \* [t]here is a *casual connection* between the protected activity and the adverse action.” *Dobyns v. University of La. Sys.*, 18-0811 (La. App. 3 Cir. 4/12/19), 275 So. 3d 911.

The intended expression, of course, is a *causal connection*, meaning that *one thing resulted from the other*. Notably, the *Billiot* opinion, from 1959, correctly found the second driver’s negligence, “if any, \* \* \* has no *causal connection* with the collision.” And in the ADA case, I wonder, is a *casual connection* ever sufficient to create liability?

The legislature got it right, in La. C.E. art. 412.4: “Dating partner’ shall not include a *casual relationship* or ordinary association between persons in a business or social context.”

**One of my “principal” themes.** This time, it was from a newspaper reporter on the crime beat: “His grandmother, Cathy Conley, was also arrested on *principle* to second-degree murder.” Aidan McCahill, “Family members arrested after body found on Huey P. Long Bridge; 18-year-old accused of murder,” *The Advocate* (Baton Rouge), Feb. 16, 2025. Sometimes, even experienced legal writers confound the homophones. “To say so much more ‘run[s] contrary to the fundamental *principal*



of judicial restraint[.]” *Agency for Int’l Dev. v. Alliance for Open Society Int’l*, 591 U.S. 430, 140 S. Ct. 2082 (2020) (Breyer, J, dissenting). “[T]he defendant was convicted as a *principle* to that crime.” *State v. Debrow*, 52,732 (La. App. 2 Cir. 6/26/19), 277 So. 3d 897 (quoting trial court). “All persons concerned in the commission of a crime \* \* \* are *principles*.” *State v. Wright*, 98-0601 (La. App. 1 Cir. 2/19/99), 730 So. 2d 485.

In other words, it’s time for a refresher on that mother of all homophones:

**PRINCIPLE.** This is a noun meaning *concept, rule or source*. This word is always a noun; the mnemonic is that *principle* and *rule* both end in *-le*. The

former U.S. Supreme Court Justice meant to write *fundamental principle*.

**PRINCIPAL.** This is usually an adjective meaning *most important* or *primary*. The *principal* argument is more important than a subsidiary one. The mnemonic is that *principal* is spelled with an *a*, like the first letter of *adjective*.

However, *principal* can also be a noun; here are its principal uses:

**Criminal principal:** All persons concerned in the commission of a crime, whether present or absent, and whether they directly commit the act constituting the offense, aid and abet in its commission, or directly or indirectly procure another to commit the crime, are principals. La. R.S. 14:24. (The other kind of criminal party is accessory after the fact, R.S. 14:25.)

**Agency principal:** A person who confers authority on another person (the mandatary), to transact one or more affairs for the first person, is a principal. La. C.C. art. 2299. (The mandatary is more commonly called the *agent*.)

**Organization principal:** Any “key person” in an organization is a principal. According to one statute, this could be “any officer, director, owner, sole proprietor, partner, member, joint venturer, manager, or other person with similar managerial or supervisory responsibilities.” La. R.S. 9:3574.2 (6).

**School principal:** “Your principal is your pal.”

**Financial principal:** Money deposited in the bank is *principal*, as distinguished from *interest*. Similarly, the trust corpus is sometimes called the *principal*, as in La. R.S. 9:1847.

Spell Check will catch some of these errors, but not all, so make it your principle to sort out these words.

**It’s not just rumor.** One court discreetly corrected the lower court’s special master: “Although the special master characterized that evidence as ‘antidotal’ [sic] (anecdotal), it may more appropriately be described as circumstantial.” *Boyd v. Allied Signal Inc.*, 03-1840 (La. App. 1 Cir. 12/30/04), 898 So. 2d 450. The special master apparently meant the evidence was *not scientifically gathered*. A correction like this might be the *antidote* to such a slip!



# Red Mass 2025 Set For May 2

by Larry Pettiette, [lpettiette@padwbc.com](mailto:lpettiette@padwbc.com)

On Friday, May 2, 2025, the annual Red Mass will be celebrated at Holy Trinity Catholic Church.

Father Raney C. Johnson will be the homilist; Bishop Francis I. Malone, the principal celebrant; and Father Duane Trombetta, master of ceremonies. The honoree this year is the St Vincent de Paul Society, which provides financial aid, food, clothing and other needed assistance to deserving families in their respective parishes.

Music by the Zion Baptist Choir under the direction of Pastor Brady Blade will begin at 8:30 AM. Liturgical music will be provided by the St. Cecilia Choir under the direction of Aaron Wilson. The mass will start at 9:00 AM.

Patrick Jackson and Larry Pettiette are co-chairs for the 2025 Red Mass.

The Red Mass takes its name from the red vestments worn for the liturgy of the solemn votive mass of

the Holy Spirit praying for guidance for the judges, lawyers and other members of the legal profession for the upcoming year. The Red Mass is celebrated in Shreveport during the national observance of Law Week.

The tradition of Red Mass dates back many centuries. A Red Mass is now held at the opening of the U.S. Supreme Court in Washington DC, the Louisiana Supreme Court in New Orleans and at the beginning of the other judicial years around the world.

Holy Trinity Catholic Church has been designated a national minor shrine for the five priests who gave their lives to the Shreveport community during the 1873 yellow fever epidemic.

A reception following the Mass will take place at the Second Circuit Court of Appeal, directly across from Holy Trinity.

**Shreveport RED MASS SOCIETY**

**Annual Red Mass**

**Friday, May 2, 2025**

A Red Mass is a Catholic Mass annually offered for all members of the legal profession, regardless of religious affiliation. The religious service requests guidance from the Holy Spirit for all who seek justice, and offers the legal community an opportunity to reflect on the power and responsibility of all in the legal profession. All are welcome.

**Holy Trinity Catholic Church**

**Music 8:30A**

**Mass 9A**

**Reception to follow at the Second Circuit Court of Appeal**

**Principal Celebrant**  
**Most Reverend Francis I. Malone**

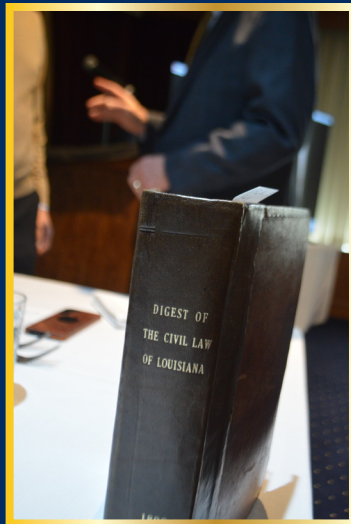
**Homilist**  
**Very Reverend Raney Johnson**

**Master of Ceremonies**  
**Reverend Duane Trombetta**

**Zion Baptist Church Choir**

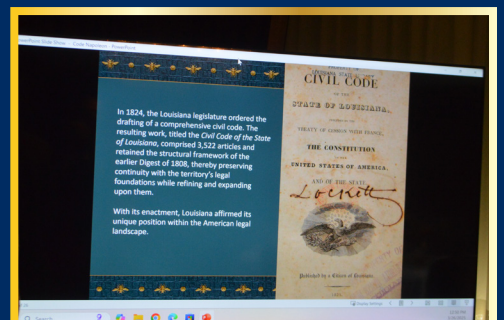
**St. Cecilia Choral Society**





# MARCH LUNCHEON

## Highlights



JOIN US FOR



OPEN HOUSE

TUES APRIL 29  
4:30 – 6:00PM

625 Texas St

short presentation at 5:15pm to hear about our programs and meet our team

*Wine Night*

HOSTED BY JUDGE DORROH



*Join the Women's Section for wine and snacks*

THURSDAY, APRIL 17  
6 P. M.

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**MARY WATSON SMITH**





Tuesday, May 6 please join us in giving for good. We will be set up at Lowder Baking Company from 8:00 a.m. - 1:00 p.m. Please stop by for breakfast, lunch, or dinner. Lowder will donate a percentage from their total sales to the Shreveport Bar Foundation.

[www.giveforgoodnla.org/organization/sbprobono](http://www.giveforgoodnla.org/organization/sbprobono)

**GIVE** *for* **GOOD**

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May 6, 2025

**JOIN US FOR THE SHREVEPORT  
BAR FOUNDATION'S  
BREAKFAST, LUNCH AND DINNER  
FUNDRAISER**



**7:00 a.m. - 6:00 p.m**  
The Shoppes at Madison  
Park 4019 Fern Ave



## 2025 Liberty Bell Award Nominations Nominate Someone Who Deserves to Be Honored

The Shreveport Bar Association "SBA" Liberty Bell Award will be presented at the Law Day luncheon meeting. A few prior recipients of this prestigious award are Rev. E. Edward Jones, John T. Porter, Rev. G.S. "Mack" McCarter, Ron Anderson, Myrtle Pickering, Mayor George Dement, Donald L. Horton, Rachel Scott, Judge Carl E. Stewart, Dr. Phillip A. Rozeman, Dr. Donald G. Mack, Charles E. "Chuck" Meehan, Sheriff Steve Prator, Chief Henry L. Whitehorn, Rose Van Thyn, Simone Hennessee, Common Ground Community, Gingerbread House, The Cara Center, Pastor Brady Blade, Liz Swain, Gary Loftin, Col. Steve DePyssler, Arthur Thompson and last year's recipient, Karen Soileau.

To aid in the selection of this year's recipient, we are opening the nomination process to all SBA members. Please see the criteria for the award for you to keep in mind when making your nomination:

The SBA Liberty Bell award may be presented to a nonlawyer who has demonstrated a commitment to selfless community service which strengthens the effectiveness of the American system of freedom under law. Promotes a better understanding of our form of government, particularly the Bill of Rights. Promotes a greater respect for law and the courts. Promotes a deeper sense of individual responsibility in recognition of the duties as well as rights of citizens. Promotes effective functioning of our institutions of government and promotes a better understanding and appreciation of the Rule of Law.

An individual or organization who meets the above criteria may be nominated. All nominations should be submitted in writing by **Tuesday, April 15, 2025**, and hand-delivered or mailed to:

**Ms. Dana Southern  
Shreveport Bar Association  
625 Texas Street  
Shreveport, LA 71101**

When submitting your nominations, please include why you think the person or organization you are nominating should receive this award, and any additional information that would help the committee in its selection process.

### SBA Liberty Bell Award Nomination Form DEADLINE: Tuesday, April 15, 2025

**I would like to nominate the following person or organization to receive the 2025 Liberty Bell Award (please complete as much as possible)**

Name	
Street Address	
City, State, Zip Code	
Home Phone	
Work Phone	
Email	

**Reason they should receive the award (you may attach additional information)**

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<b>Name (printed)</b>	
<b>Signature</b>	

# PICKLEBALL TOURNAMENT

**SHREVEPORT BAR  
ASSOCIATION**

**\$120**  
Per Team  
Entry

**FRIDAY**  
**APRIL 4**  
**2025**

**STARTS AT 9AM**



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# CLASSIFIEDS

## **Brief writing/legal research.**

Columbia Law School graduate; former U.S. 5th Circuit staff attorney; former U.S. District Court, Western District of Louisiana, law clerk; more than 20 years of legal experience; available for brief writing and legal research; references and résumé available on request. Appellate Practice specialist, certified by the Louisiana Board of Legal Specialization.

Douglas Lee Harville, lee.harville@theharvillelawfirm.com,  
(318)470-9582.

## **Paralegal Needed**

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For questions, contact Mary or Lenae at 747-7023

## **Acadiana Legal Service Corporation**

seeks licensed, full-time staff attorneys to represent low-income and elderly clients with civil legal matters in its 42-parish service area. Offices are in Shreveport, Monroe, Natchitoches, Alexandria, Lake Charles, and Lafayette. Excellent fringe benefits available. Writing sample and cover letter required. Visit [www.la-law.org/careers](http://www.la-law.org/careers) to apply.

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# UPCOMING EVENTS

## \*2025 SBA MEMBERSHIP LUNCHEON

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

**APRIL 4**

**SBA PICKLEBALL  
TOURNAMENT**  
9 a.m. at Pierremont Oaks  
Tennis Club

**APRIL 30**

**LAW DAY LUNCHEON**  
12:00 Noon at the Petroleum Club  
(15th Floor)  
Speaker: Hon. Jerry Edwards

**MAY 2**

**31<sup>ST</sup> ANNUAL RED MASS**  
Music 8:30 a.m. Mass 9:00 a.m.  
Holy Trinity Catholic Church

**MAY 6**

**Give for Good Campaign**  
Event Locations and  
Times are TBD

**AUGUST 15**

**6th North Louisiana Appellate  
Conference**  
Second Circuit Court of Appeal  
430 FANNIN STREET

**\*SEPTEMBER 25  
SBA MEMBER LUNCHEON**

Speaker:TBD

**\*OCTOBER 22**

**SBA MEMBER LUNCHEON/CLE**  
Speaker: H. Alston Johnson

## AMAZON WISH LIST

The Shreveport Bar Foundation is excited to announce the launch of its Wish List program for the Pro Bono Project, Legal Representation for Victims of Domestic Violence programs, and the Shreveport Bar Center through Amazon. This new wish list program allows our supporters to purchase supplies and other items needed to run our programs. This can range from pens (for the AAL clinics) to soap and paper products (for the building)! [Check out the full list of options!](https://www.amazon.com/hz/wishlist/ls/3EW9JTZSJNVEZ?ref=wl_share)

[https://www.amazon.com/hz/wishlist/ls/3EW9JTZSJNVEZ?ref=wl\\_share](https://www.amazon.com/hz/wishlist/ls/3EW9JTZSJNVEZ?ref=wl_share)

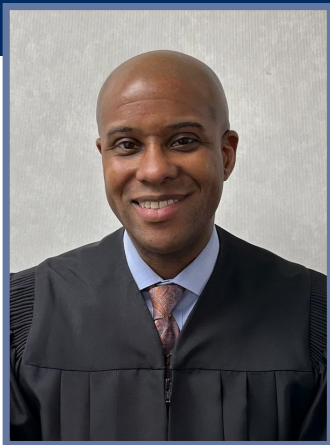
Or scan the QR code.



## SBA Law Day Luncheon Meeting – April 30

*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 and \$35.00 for non-SBA members. Advance reservations are required by 5 p.m. Monday, April 28.*



Honorable Jerry Edwards

**When:** 12:00 Noon on Wednesday, April 30

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

**Featuring:** Honorable Jerry Edwards, U.S. District Judge,  
Western District of Louisiana

*"Out of Many, One"*

### ABOUT THE SPEAKER

Honorable Jerry Edwards was appointed U. S. District Judge for the Western District of Louisiana in December 2023. Judge Edwards received a Bachelor of Arts from Georgia State University in 2002 and his Juris Doctor from Vermont Law and Graduate School in 2005. From 2005 to 2006, he served as a law clerk for Judges Jeanette Garrett and Scott Crichton of the Caddo Parish District Court. From 2006 to 2014, he was an associate at Blanchard, Walker, O'Quin & Roberts, A.P.L.C. in Shreveport and from 2014 to 2019, he was a shareholder and director at the same firm, where he focused on civil law, including torts and contracts. From 2019 to 2023, he served as an assistant United States attorney at the U.S. Attorney's Office for the Western District of Louisiana. While at the U.S. Attorney's Office, he served as Chief of the Civil Division from 2020 to 2022, and from 2022 to 2023 he served as the First Assistant U.S. Attorney. Please join us on April 30 as we celebrate Law Day.

THE CONSTITUTION'S PROMISE:

OUT OF MANY,



LAW DAY 2025

# #SHREVEPORTBARASSOCIATION

Confirm your reservation(s) by email at [dsouthern@shreveportbar.com](mailto:dsouthern@shreveportbar.com) or by phone at 703-8372.

Please remember to call and cancel if you can't attend.

The SBA pays for each reservation made. No-shows will be invoiced.