

THE BAR REVIEW

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EVENTS AT A GLANCE

10/22	SBA and Booth-Politz AIC Joint Member Luncheon 12:00 p.m. - Petroleum Club
10/23-24	SBA Trial Academy
11/5	SBA Member Luncheon 12:00 p.m. - Petroleum Club
11/6	Memorial & Recognition Ceremony 2:00 p.m - Caddo Parish Courthouse

From The President

by Elizabeth M. Carmody, elizabeth.carmody@cookyancey.com



GRACE UNDER PRESSURE

As I mentioned in my January article, my grandfather repeated to me and encouraged me from a very young age to learn to recite *Invictus*. The other poem that shared equal footing in his eyes with *Invictus* was *If* by Rudyard Kipling. I understand that Kipling wrote the poem as fatherly advice to his son. *If*, like *Invictus*, also hangs framed in my home where I can see it daily as a constant reminder of the virtues my family sought to instill in me and those I strive to achieve: honesty, staying steady under pressure, leading with humility and perseverance, even in the face of overwhelming challenges. These qualities feel especially relevant to the challenges of our profession.

This month, I share *If* as a reminder that wisdom sometimes comes to us in simple, steady words. I hope you find the same encouragement in it that generations before us found.

*If you can keep your head when all about you
Are losing theirs and blaming it on you;
If you can trust yourself when all men doubt you,
But make allowance for their doubting too;
If you can wait and not be tired by waiting,
Or being lied about, don't deal in lies,
Or being hated don't give way to hating,
And yet don't look too good, nor talk too wise;

If you can dream—and not make dreams your master;
If you can think—and not make thoughts your aim,
If you can meet with Triumph and Disaster
And treat those two impostors just the same:
If you can bear to hear the truth you've spoken
Twisted by knaves to make a trap for fools,
Or watch the things you gave your life to, broken,
And stoop and build 'em up with worn-out tools;

If you can make one heap of all your winnings
And risk it on one turn of pitch-and-toss,
And lose, and start again at your beginnings
And never breathe a word about your loss:
If you can force your heart and nerve and sinew
To serve your turn long after they are gone,
And so hold on when there is nothing in you
Except the Will which says to them: "Hold on!"

If you can talk with crowds and keep your virtue,
Or walk with Kings—nor lose the common touch,
If neither foes nor loving friends can hurt you,
If all men count with you, but none too much:
If you can fill the unforgiving minute
With sixty seconds' worth of distance run,
Yours is the Earth and everything that's in it,
And—which is more—you'll be a Man, my son!*

—Rudyard Kipling (publ'd 1910)



wishing you a
HAPPY FALL

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News from the SBA Legal Community Support Staff Committee Update

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

We are excited to welcome the newest members of our energetic and growing Committee:

Tera Bennett
Law Office of Lori Graham

Lucy Espree
Shreveport Bar Foundation

Zyen Sandifer
Rice & Kendig

Nila Thurston
Weems Schimpf Haines & Moore

Amalia Wise
Student Member
Caddo Magnet High School

The Committee has planned an exciting Fall. Members attended the September Bar luncheon celebrating the past presidents of the Shreveport Bar Association and Shreveport Bar Foundation.

They attended an educational meeting featuring guest speaker Caddo Parish Clerk of Court Mike Spence who spoke on the new digital filing rules that go into effect in the state district courts on January 1, 2026.

Future plans include a membership drive featuring visits with local high school students interested in working in the legal profession. Those who want to participate or receive a visit can contact Callie Jones at cjones@shreveportbar.com.

If you haven't yet had the chance, check out LCSSC's LinkedIn page. We will share more program, meeting and member information on that page, so be sure to "Follow." You can find us at "Shreveport Bar Association Legal Community Support Staff Committee."

Nonlawyers and those working in, or whose goal is to work in the legal profession, are encouraged to submit their voting or student membership application to be part of this groundbreaking Committee. As we close out this inaugural year of the Committee, dues for 2025 continue to be waived. Watch for SBA Communiqués, emails and SBA newsletters for information about professional education, networking, and service opportunities.



Callie Jones was the top axe thrower at the Bayou Axe Throwing event held in July.



Carol Paga, Dana Southern and Karen McGee.



Proclamation from Governor Jeff Landry.

On August 5, LCSSC held a reception to formally recognize August 6 as National Paralegal Day.

Special guest speaker was local legal legend, Carol Paga. Ms. Paga shared how she worked for decades in northwest Louisiana as a one-woman Job Bank, connecting employers looking for legal support staff with those looking for jobs in the legal profession.

How Write You Are

by Hal Odom Jr., rhodom@la2nd.org

The hand on autopilot. An internal office memo stated that the defendant “appeals, urging that his trial counsel failed to request a downward *department* from the mandatory minimum sentence[.]” This odd wording is not unprecedented. “He submits that he was entitled to a downward *department* from the mandatory minimum pursuant to *State v. Dorothy*.” *State v. Roth*, 52,359 (La. App. 2 Cir. 11/14/18), 260 So. 3d 1230. “Thompson filed a sentencing memorandum requesting a rejection of his plea agreement and a downward *department* or variance to his sentence.” *United States v. Thompson*, 2016 WL 6804354 (E.D. La. 2016).

The correct phrase is, of course, a downward *departure*, as is stated in the U.S. Sentencing Guidelines, § 4A1.3(b): “If reliable information indicates that the defendant’s criminal history category substantially over-represents the seriousness of the defendant’s criminal history or the likelihood that the defendant will commit other crimes, a downward *departure* may be warranted.” The La. Legislature has not entered the phrase into our statutes, but the Supreme Court has consistently recognized it. “[C]ounsel acts unprofessionally when he fails to conduct a reasonable investigation into factors which may warrant a downward *departure* from the mandatory minimum.” *State v. Thompson*, 22-01391 (La. 5/2/23), 359 So. 3d 1273.

This is likely a case of the hand acting on autopilot, reflexively typing the more common word, *department*. Spell Check will not catch this, so legal writers simply have to be on their guard! Courts sometimes catch it: “Melendez argues that the district court erred by failing to grant a ‘downward *department* adjustment’ based on his minor or minimal role in the offense[.]” *United States v. Melendez*, 341 Fed. Appx. 15 (5th Cir. 2009) (quote marks in original). And to be sure, our office memo was fixed before the opinion departed our office!

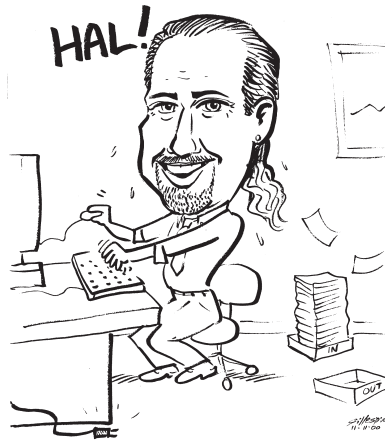
Colon care. No, not *that* colon, but the punctuation mark ... Most commonly, the colon is used to introduce an element or a series of elements that illustrate or amplify what has preceded the colon. In legal writing, we often make lists, illustrative or exhaustive. Should a colon precede such a list?

If the list is relatively short, it should be run in the text (we call it a *run-in list*, distinguished from a vertical list). If numerals or letters are used to mark the items in a run-in list, they should be enclosed in parentheses. (No one-sided parenthesis.) But here is the crucial part: if the introductory material forms a grammatically complete sentence, use a colon before the first parenthesis. If the introduction is not a complete sentence, don’t use a colon. Here are some correct examples that don’t use a colon.

“For the duration of the experiment, the dieters were instructed to avoid (a) meat, (b) bottled drinks, (c) packaged foods, and (d) nicotine.” (Chicago Manual of Style, 17 ed., § 6.129. Notice, you could not put a period after “to avoid” and still make sense.)

“Compose three sentences to illustrate analogous uses of (1) commas, (2) em dashes, and (3) parentheses.” *Id.*

“An applicant must show (1) a likelihood of success on the



merits, (2) a reasonable probability of obtaining certiorari, and (3) a likelihood of irreparable harm.” (Solicitor General filing quoted by Ross Guberman, who writes on Twitter/X @legalwritingpro.)

By contrast, here are some that use the colon.

“Data are available on three groups of counsel: (1) the public defender of Cook County, (2) the member attorneys of the Chicago Bar Association’s Defense of Prisoners Committee, and (3) all other attorneys.” (CMS, *op. cit.* The text in front of the colon forms a complete sentence.)

“The qualifications are as follows: a doctorate in physics, five years’ experience in a national laboratory, and an ability to communicate technical matters to a lay audience. *Id.*”

A note of thanks to Chris Slatten for forwarding Ross Guberman’s tweet to me. Chris confessed, “I’ve violated this at least a thousand times. I had no idea I was doing it wrong.” I was embarrassed to see I had missed one very recently. “In considering whether a defendant had a reasonable belief that the killing was necessary, courts consider: (1) the possibility of avoiding the need to take a human life, by retreat; (2) the excitement and confusion of the situation; * * *” *State v. Combs*, 56,232 (La. App. 2 Cir. 4/9/25), 410 So. 3d 405. Because the first part of that sentence is not grammatically complete, I should have struck the colon! I now resolve to be more attentive to (1) run-in lists, (2) vertical lists, (3) bulleted lists and (4) outline lists.

A thinking cap, of sorts. A magistrate judge recently quoted an inmate’s complaint, “without corrections to grammar or spelling,” as follows: “Mental Health told security to duck tape a *helment* on me[.]” *Bell v. Day*, 2025 WL 2157888 (E.D. La. 2025). This casual example of spelling-as-heard occasionally makes it into formal writing. “He testified that there was a very violent impact, and his safety *helment* flew off his head.” *Miller v. Fidelity & Cas. Co. of New York*, 269 So. 2d 253 (La. App. 3 Cir. 1972). There is no *n* in *helmet*.

A similar error has occurred in the medical brand name for Cimetidine, a receptor antagonist that inhibits stomach acid production. “Dr. Paraguya then recommended she begin taking *Tagament*, ‘an antacid or antiulcer medication.’” *Brewington v. Summit Inst.*, 96-694 (La. App. 3 Cir. 1/8/97), 689 So. 2d 498. “The prices of both *Tagament* and Zantac also increased when additional competitors, Pepcid and Axid, were introduced.” Christine Chasse, Caps on Capsules: Prescription for Lower Drug Prices in the United States, 75 Food & Drug L.J. 280 (2020). The brand name is *Tagamet*, no *n*. The fact that Spell Check recognizes the brand name puts my stomach at ease.

Fortunately, there are not many English words that end in *-met* and lend themselves to this error. However, Amazon.com has a prominent listing for Jeff Smith’s fourth bestselling cookbook, “Frugal Gourment Cooks American” (New York: William Morrow & Co., 1987). That typo is a little hard to swallow ...



Federal Update

by Chris Slatten, Chris_Slatten@lawd.uscourts.gov

Mineral Servitude Acknowledgment:

The Mineral Code provides that a mineral servitude is extinguished by prescription resulting from nonuse for ten years. The prescription of nonuse may be interrupted by an acknowledgment from the landowner. Article 54 says the acknowledgment “must be in writing, and, to affect third parties, must be filed for registry.” Article 55 says an acknowledgment “must express the intent of the landowner to interrupt prescription and clearly identify the party making it and the mineral servitude or servitudes acknowledged.”

Imagine a servitude with multiple co-owners. What if the landowner signs a document that acknowledges the servitude broadly and also specifically acknowledges that prescription is interrupted as to a particular co-owner of the servitude? Does that interrupt prescription as to all the co-owners or just the one who was mentioned in the document?

Judge Hornsby made an *Erie* guess that the acknowledgment benefitted all co-owners of the servitude. First, mineral servitudes are generally not divisible, so the transfer of a portion of an owner’s interest does not create separate servitudes held by individual co-owners (so that each servitude would require a separate acknowledgment); it results in multiple co-owners of a single servitude. Second, with respect to the structure of the acknowledgment, “When the parties intend a contract of general scope but, to eliminate doubt, include a provision that describes a specific situation, interpretation must not restrict the scope of the contract to that situation alone.” La. Civ. Code art. 2052. *FTC Energy LTD, Inc. v. Aethon Energy Operating, LLC*, 2025 WL 2490080 (W.D. La. 2025).

Search Warrant Invalid: A witness gave police solid evidence that Mr. Wilson pulled a gun in Waffle House and threatened a customer. Two weeks later, police got an arrest warrant for Wilson and a search warrant to look for the gun and related evidence. The SW application was for an address a few miles from the Waffle House that was described as the defendant’s residence that was rented by his girlfriend and where witnesses confirmed seeing Wilson. The application did not explain why evidence of the crime was thought to be present in the home. A search of the home found a gun with an obliterated serial number, ammo, and drugs. The district court suppressed, and the 5CA affirmed 2-1.

“The fact that there is probable cause to believe that a person has committed a crime does not automatically give the police probable cause to search his house for evidence of that crime.” Judges Willet and Wiener applied that rule and faulted the SW application for a lack of any facts suggesting a nexus between the residence and evidence of the Waffle House crime. The SW was deemed so bare bones as to not even allow for the good faith exception. Judge Ho dissented. He faulted the majority for not accepting “the normal, common sense inference that people keep their personal

possessions at home.” *U.S. v. Wilson*, __ F4th __, 2025 WL 2490719 (5th Cir. 2025). The U.S. has obtained an extension of time to file an application for rehearing, so this one is not over yet.

Criminal Appellate Procedure: Defendant was charged with possession of drugs found in a traffic stop. He moved to suppress the evidence. The district court denied his motion. He was offered a conditional plea (*Crosby* plea in Louisiana) that would allow him to appeal the suppression ruling, but he chose instead a plea offer that included an unconditional guilty plea.

An unconditional plea waives the right to appeal any non-jurisdictional issues, including suppression rulings. But the defendant nonetheless appealed the denial of his motion to suppress. The U.S. responded on the merits but overlooked the slam dunk argument that the unconditional plea waived the issue.

The 5CA asked, “Must we raise the waiver on our own motion?” The 5CA held that it had subject matter jurisdiction over the appeal despite the plea-waiver, it did not have to raise the plea-waiver on its own, and the U.S. forfeited the defendant’s waiver by not raising it in their brief. In the end, it didn’t matter because the suppression argument lacked merit. *U.S. v. Riojas*, 139 F.4th 465 (5th Cir. 2025).

The most surprising thing about this case is that the issue arises so often. There are multiple reported cases where (1) a defendant raised an issue on appeal despite waiving it by an unconditional plea, (2) the U.S. dropped the ball and did not argue the waiver, and (3) the appellate court picked up on the waiver. There are so many such cases that a serious circuit split has developed about what the appellate court should do. We now have the answer in the 5CA; proceed to the merits.

E-Signature and Notice of Removal: A notice of removal must be “signed pursuant to Rule 11” and state the grounds for removal. 28 U.S.C. § 1446(a). A plaintiff filed a motion to remand and argued that the notice of removal was ineffective because it had a signature block with the names of three defense attorneys typed beneath it, but the signature line did not bear an actual signature or a typed s/ Name form of signature.

The court considered the notice properly signed by counsel because it was filed through the court’s Electronic Filing System. Local Rule 5.7.08 provides: “The user log-in and password required to submit documents to the Electronic Filing System is the User’s signature for all purposes.” The notice was filed using the log-in and password of an admitted attorney, and that constituted her signature for purposes of Rule 11 and satisfied § 1446(a). It is common for attorneys to also place an s/Name signature, but the local rule requires that only when the filer is indicating the consent of attorneys for other parties. *Banks v. Wal-Mart*, 25 CV 794, Doc. 18.



Second Circuit Highlights

by Hal Odom Jr., rhodom@la2nd.org

When proof (of insurance) is not proof. Ms. Seaberry was trying to exit the parking lot of a convenience store in Monroe when a red GMC Canyon pickup truck backed into the rear passenger side

of her Kia Spectra. The driver of the GMC Canyon did not give Ms. Seaberry his driver's license, but an unidentified woman walked up and handed her an insurance ID card and booklet issued by GoAuto Insurance. The card said GoAuto covered a Buick Envision SUV owned by someone named Purvis Thompson. Later, at the police station, Ms. Seaberry found out the red GMC Canyon (she had taken cellphone pictures of its license plate) was actually owned by somebody named Humphrey. Nevertheless, she filed a suit against GoAuto and Thompson, alleging Thompson was operating "his 2017 Buick" at the time of the accident, and that Thompson provided the insurance ID after an unnamed female brought it to him at the site.

Thompson and GoAuto moved for summary judgment, attaching photos of the GMC Canyon involved in the accident. They also attached the affidavit of a GoAuto manager, who said the only policy it issued to Thompson was for the Envision; it never issued a policy for the GMC Canyon or for Humphrey. They also attached the deposition of Thompson, saying he did not own a GMC Canyon and, in fact, he was in Texas on the date of the accident.

The Monroe City court found a genuine issue of material fact as to how Thompson's insurance ID card turned up at the scene of the accident; it denied the MSJ. Thompson and GoAuto took a writ.

The Second Circuit granted the writ and reversed, **Seaberry v. GoAuto Ins. Co.**, 56,181 (La. App. 2 Cir. 7/16/25), in an opinion by Judge Hunter. The court first corrected the city court's decision to accept the plaintiff's untimely opposition to MSJ (under 15 days before the hearing), contrary to La. C.C.P. art. 966 B(2). The court then stated the obvious: Ms. Seaberry failed to offer any evidence that Thompson owned the GMC Canyon, was connected to the driver of the GMC Canyon, or conspired with the driver or with the unnamed woman who handed over the GoAuto ID card. In short, there was no evidence that Thompson caused the injuries. The court granted MSJ and dismissed all claims.

The court occasionally sees claims involving bogus or modified insurance ID cards, but it's truly baffling how this GoAuto card wound up at the scene of Ms. Seaberry's fender-bender. Still, it should be obvious that when the ID card names neither the vehicle nor the driver involved, a lot more due diligence is needed.

No right vs. no cause. In the wake of Hurricane Ida, the state hired ServPro of East Baton Rouge to repair damages to a hospital, a community college and a marine research center; ServPro, in turn, hired SRP Environmental to perform moisture mapping services for the projects. (All three facilities are located in south Louisiana, but a governing-law clause placed venue in Caddo Parish.) SRP sent its invoices

to ServPro, which in turn sent them to the state, but not all of them were paid; ServPro apparently felt SRP's work was untimely and inefficient. By March 2022, ServPro had sent SRP \$100,000 as a partial payment, but had an unpaid balance of \$381,223. In July, ServPro emailed a settlement offer of \$229,394, which did "not include the \$100k payment that has already been made"; SRP accepted. Then, however, ServPro cut a check for \$129,394, which it contended was the full amount due. SRP filed suit for the unpaid balance.

ServPro filed an answer, affirmative defense, a counterclaim and, critically, an exception of no right of action. After a hearing, the district court granted the exception and dismissed SRP's claims against ServPro. SRP appealed.

The Second Circuit reversed and remanded, **SRP Env't v. Burychka Enters. LLC**, 56,354 (La. App. 2 Cir. 7/16/25), in an opinion by Judge Thompson. The court did not reach the potential merits of the case (offer-acceptance, performance of the contract, etc.); instead, it addressed the technical point: an exception of no right questions only whether the plaintiff has an interest in the claim sued on. La. C.C.P. art. 927 A(6). SRP, as a party to the contract, has a real and actual interest in the breach of contract claim. The court speculated that, in certain circumstances, a district court might treat an exception of no right as an exception of no cause; if this happened, and the record showed the cause of action was extinguished, then the judgment could have been affirmed. This record, however, made no such showing, so the case went back to the First JDC.

I am always surprised at how many sophisticated lawyers (and trial judges) continue to confuse these two exceptions. *National Collegiate Student Loan Tr. 2006-1 v. Huggins*, 55,786 (La. App. 2 Cir. 10/2/24), 399 So. 3d 847; *Hendry v. Hendry*, 53,914 (La. App. 2 Cir. 4/14/21), 316 So. 3d 592; *Sanders v. Dupree*, 53,296 (La. App. 2 Cir. 3/4/20), 293 So. 3d 138; *Rushing v. Simpson*, 52,443 (La. App. 2 Cir. 1/16/19), 264 So. 3d 612; and the list goes on. "No right" means "no standing," pure and simple.

Tort vs. breach of contract. Pursuant to a long-running EPA investigation of its sewer system, the City of Shreveport hired Burk-Kleinpeter Inc. ("BKI") to create, calibrate and verify a hydraulic model. In 2019 the city's new program manager determined that BKI's hydraulic model was defective, largely useless and would have to be reworked, all at great cost. In September 2022, the city sued BKI for breach of contract, gross negligence and other allegations of fault. BKI filed an answer with affirmative defenses, including an argument that the city's claims were barred by preemption or prescription.

BKI then framed the issue with a partial peremptory exception of prescription urging the last work it performed for the city was in July 2021, but suit was not filed until September 2022 – over one year later. (Obviously, these facts predated the new two-year prescriptive period of La. C.C. art. 3493.1, which took effect in July 2024.) BKI sought dismissal of any part of the city's claim that was based on tort. The city responded that its claim was subject to the five-year

peremptive period of La. R.S. 9:5607 and, thus, was timely. The district court sustained the exception, and the city took a writ.

The Second Circuit granted the writ and reversed, *City of Shreveport v. CDM Smith Inc.*, 56,154 (La. App. 2 Cir. 7/16/25), in an opinion by Chief Judge Pitman. The court acknowledged a split of authority: a 2019 case from the First Circuit used the five-year period of R.S. 9:5607, while a 2015 case from the Fourth Circuit used the one-year period of Art. 3492. The court closely parsed the language of § 5607 and found it more closely fit the city's claim than did Art. 3492. The court also considered an analogous statute, R.S. 9:5605 (legal malpractice), which like § 5607 contains a special fraud provision; the Supreme Court has found that fraud clause is the only portion of the statute subject to the tort prescriptive period, *Lomont v. Bennett*, 14-2483 (La. 6/30/15), 172 So. 3d 620. Finally, the court found that the First Circuit's analysis was much sounder and more convincing than the Fourth Circuit's. Hence, all the city's claims were timely, as suit was filed within five years.

In general, the Title 9 prescriptive/peremptive periods can be considered specific, while those in the Civil Code can be considered general; in such cases, the special statute usually prevails. *S. Lafourche Levee Dist. v. Jarreau*, 16-0788 (La. 3/31/17), 217 So. 3d 298. However, the divided jurisprudence, and the strong arguments in this case, show that the distinction is not always intuitive.

Drainage vs. plumbing. The Simontons own a house not far from scenic Bayou DeSiard, in the northeast part of Monroe. Around 3:00 one morning, they had a plumbing mishap: someone flushed the toilet, and it stuck in the "flow" mode (water wouldn't stop running); unfortunately, there was also a partial stoppage in the sewer line connected to that toilet, allowing water to overflow for hours (they didn't discover it until about 6:30 am). This caused some \$33,862 worth of damage. They filed a claim with their homeowners' carrier, Shelter Mutual, citing their plumber's report, which attributed the accident to the broken fill valve. Shelter invoked the policy's drainage system endorsement, which carried a \$10,000 limit, and contended the sewer blockage caused the damage. Shelter tendered the \$10,000; the Simontons filed suit.

Shelter filed an MSJ contending the toilet, its component parts and the sewer line all constituted a "drainage system" so its coverage was limited to \$10,000. The Simontons countered with definitions from the International Plumbing Code, which La. adopted in 2016, La. R.S. 40:1730.28. Under the IPC, they argued, a toilet is a "plumbing fixture," not a "drainage system." After a hearing, the district court ruled the endorsement was clear and unambiguous, and covered this claim; it granted summary judgment and dismissed the claim. The Simontons appealed.

The Second Circuit reversed and remanded, *Simonton v. Shelter Mut. Ins. Co.*, 56,424 (La. App. 2 Cir. 8/27/25), in an opinion by Judge Robinson. The Simontons mostly relied on La. C.C. art. 2047, "Words of art and technical terms must be given their technical meaning when the contract involves a technical matter." The court, however, looked back at the policy: it defined a "drainage system" as a "man-made system,

on the residence premises, designed to collect and remove water and water borne contaminants and materials from the residence premises." A toilet, however, does not "collect" water or contaminants in the normal sense of the word; rather, the sewer line does this when the toilet is flushed. Further, it was the fill valve that malfunctioned, not the portion of the toilet that actually removes water and waste. Given the ill fit between the facts and the policy, the court found summary judgment was not proper.

The court did not expressly adopt the definitions provided in the IPC, which is now part of La.'s construction code, but the plaintiffs made a good showing that if the IPC differs from the policy, this creates a genuine issue precluding summary judgment. I expect that Shelter, and other insurers, will be revising their policies to make the limit apply to all three concepts – drainage systems, plumbing fixtures and plumbing systems.

How long is a protective order? Ms. Garrison had five children, born between 2010 and 2018; her mother, Ms. Whatley, felt she was abusive toward her and the children, with acts of physical abuse, uncontrolled anger and untreated PTSD. In August 2024, Ms. Whatley filed a petition for protection from abuse under the Protection from Family Violence Act, La. R.S. 46:2131, citing some specific instances (one resulted in Ms. Garrison's arrest for domestic abuse with child endangerment). At a hearing on September 30, 2024, the parties offered a smorgasbord of lurid testimony (please see the opinion for details). The district court granted the protective order, awarded Ms. Whatley temporary custody, and ordered Ms. Garrison to have no contact with Ms. Whatley or the children, to stay at least 100 yards away from them, and to complete anger management and parenting classes. Critically, the court made this order effective until May 23, 2036, when the youngest child would turn 18. Ms. Garrison appealed.

The Second Circuit affirmed in part and reversed in part, *Whatley v. Garrison*, 56,311 (La. App. 2 Cir. 7/16/25), in an opinion by Judge Cox. The court had no difficulty finding the conduct described at the hearing warranted a protective order; the standard of review is, after all, abuse of discretion, *Spillers v. Senn*, 54,521 (La. App. 2 Cir. 5/25/22), 339 So. 3d 778. The duration of the protective order, however, was a different matter; under La. R.S. 46:2136 F, a protective order under the PFVA "shall be for a fixed period of time, not to exceed eighteen months," and may be extended after a contradictory hearing. Without a contradictory hearing, there was no way the district court could issue an 18-year protective order, 12 times over the statutory limit. The court affirmed the grant of protective order but reduced it to 18 months and remanded the case for further proceedings.

The statute, R.S. 46:2136 F, puts a limit on the initial protective order but, notably, puts none on subsequent protective orders, those issued pursuant to the contradictory hearing. After this case is returned to the 42nd JDC and the inevitable contradictory hearing is held, could the court issue a protective order for 16½ years, until May 23, 2036, when the youngest child turns 18? Somehow, I think this issue is bound to come up.

CPT Cody Grosshart, a Judge Advocate with the 13th Regional Support Group of the La. Army National Guard, is pictured at Camp Kosciusko, Poland. The 139th RSG recently spent nine months providing base operational support in Poland and the Baltics under the direction of V Corps as part of Operation Assure, Deter, and Reinforce. CPT Grosshart's responsibilities included overseeing investigations, as well as providing counsel for administrative boards, nonjudicial punishment and military justice. CPT Grosshart is also a staff attorney at the La. Second Circuit Court of Appeal. The court appreciated his military service and was excited to welcome him back.



MAJ Cody Grosshart, who recently came back from a one-year Reserve assignment in Poland.

SHREVEPORT BAR ASSOCIATION HONORS PAST PRESIDENTS AT RECOGNITION LUNCHEON

The Shreveport Bar Association recently hosted a Recognition Luncheon at the Petroleum Club of Shreveport to honor the distinguished men and women who have served as past presidents of both the Association and the Foundation. This special event provided a meaningful opportunity to celebrate their leadership and reflect on the legacy of service that continues to guide the SBA and SBF today.

During the luncheon, attendees expressed their appreciation for the dedication and vision of those who have led both organizations over the years. SBA President Elizabeth Carmody and SBF President Allison Foster recognized the significant contributions of past leaders and emphasized the importance of strong leadership in advancing the missions of the SBA and SBF while supporting the legal profession and promoting justice in our community.

A highlight of the occasion was the group photograph of the past presidents in attendance, representing decades of commitment, service and professional excellence. Their presence served as a reminder of the enduring strength of the SBA and SBF and the solid foundation built through dedicated leadership.

We are especially grateful to **Cook, Yancey, King & Galloway** for generously sponsoring this event. Their support made it possible to celebrate the achievements and service of our past presidents.

We extend our deepest gratitude to our past presidents for their continued involvement, support and invaluable contributions to the Shreveport Bar Association and the Shreveport Bar Foundation.

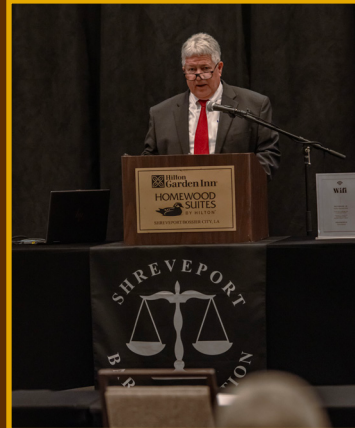


Pictured in front row, left to right: Zelda Tucker, Julie Lafargue, Elizabeth Carmody, Allison Foster, Nancy Cooper, Rebecca Edwards.

Second row: Herschel Richard, John Cox, Allison Jones, Don Armand, John Frazier, Drew Martin, Kenny Haines, Larry Pettiette, Tommy Johnson, Stacey Williams, Ron Miciotto.

Third row: Bernard Johnson, John Nickelson, Judge Donald Hathaway, Curtis Joseph, David White, Ben Politz, Haller Jackson and Jim Bolin.

RECENT DEVELOPMENTS BY THE JUDICIARY HIGHLIGHTS



Memorial & Recognition Ceremony



Members of the Shreveport Bar Association are encouraged to participate in the annual Memorial & Recognition Ceremony to be held Thursday, November 6 at 2:00 p.m. at the Caddo Parish Courthouse in Courtroom G. It is an opportunity for SBA members to honor the deceased and celebrate their contributions to the profession and to the sanctity of law. Their families are also invited and truly appreciate this show of honor and respect. The memorial service is followed by the introduction of new lawyers which is an important and meaningful kickoff tradition for those just starting to serve the legal profession.

In addition to honoring deceased members and recognizing new members, this gathering presents an occasion to reflect on your own legal career and to encourage those who are just entering the profession.

A reception following the Memorial & Recognition Ceremony will be held in Courtroom B.

Attention All Attorneys!

New attorneys will be honored on November 14. Please pass this information along to anyone who passed the Louisiana Bar Exam after November 2024.

In connection with the SBA's Memorial and Recognition Ceremony being held on Thursday, November 6, 2025, the following events have been planned for area new attorneys:

8:30 AM – 1:15 PM – New Attorney Seminar – Shreveport Bar Center - 625 Texas Street (includes lunch). All new attorneys who passed the Bar Exam in 2025 are invited to the seminar.

2:00 PM – Memorial & Recognition Ceremony – Courtroom G – Caddo Parish Courthouse

Reception immediately follows in Courtroom B.

All attorneys who passed the Louisiana Bar Exam in 2025 will be recognized during the ceremony. Attorneys and judicial offices are asked to turn in any names of attorneys who have passed the bar to Dana at the SBA Office either by email: dsouthern@shreveportbar.com or telephone (222-3643 Ext. 3).



In Memory of:

Robert W. Gillespie

Norman R. Gordon

Whitley Robert Graves

Sean Landry

William Ledbetter Jr.

James R. Madison

Jay Pierson

Cecil "Chip" Talley



The Shreveport Bar Association
and Judges of the
First Judicial District Court
cordially invite you
to attend the annual

Memorial & Recognition Ceremony

honoring deceased and
new members of the Bar
Thursday, the fourteenth of November at
Two o'clock in the afternoon
Courtroom G
Caddo Parish Courthouse
501 Texas Street
Shreveport, Louisiana
Reception to follow In Courtroom B

SEPTEMBER LUNCHEON HIGHLIGHTS





SBA TRIAL ACADEMY

October 23-24, 2025

U.S. District Court Western District of Louisiana

First Judicial District Court

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and 1 Hour Professionalism

U.S. District Court Western District of Louisiana
300 Fannin Street, Shreveport LA

First Judicial District Court
501 Texas Street, Shreveport, LA

The SBA proudly presents its Trial Academy. Judges and attorneys will be giving their time to teach two days of in-court, real-time trial training for young lawyers and experienced lawyers looking to refresh and hone their trial skills.

- Instructional sessions in courtrooms at the U.S. Western District, Shreveport Division and First JDC. Courtroom assignments will be provided.
- Federal and State District Judges presiding over exercises.
- Veteran plaintiff and defense trial lawyers as instructors.
- Mock-trial case materials provided to all participants.
- Participants will conduct opening and closing statements, direct and cross exams of fact witnesses, direct and cross-exams of expert witnesses, with real-time instruction by faculty lawyers and judges.

SCHEDULE:

Thursday, October 23

8:30 a.m.	Check in
9:00 a.m.-Noon	Trial Practice
Noon	Lunch (on your own)
1:00 p.m.-4:15 p.m.	Trial Practice

Friday, October 24

8:30 a.m.	Check in
9:00 a.m.-Noon	Trial Practice
Noon	Lunch (on your own)
1:00 p.m.-4:15 p.m.	Trial Practice

DRESS:

Courtroom attire, please.

CANCELLATION POLICY:

Registration fees will be refunded ONLY if a written cancellation notice is received by October 1, 2025. A \$100.00 administrative fee will be deducted from any refund. Any cancellation made after October 1, 2025 will not be refunded.

ACADEMY TUITION:

NON SBA Members - \$700	SBA Members - \$600
Government Lawyers - \$500	

REGISTER ONLINE TODAY! www.shreveportbar.com REGISTRATION

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Email _____

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Expiration Date _____ SIC#: _____
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Please remit with payment to:

Shreveport Bar Association, 625 Texas Street, Shreveport, LA 71101
Questions? Call (318) 222-3643 or Email dsouthern@shreveportbar.com

Multiple Attendee Discount for Firms/Agencies – Firms or agencies sending 3 or more participants receive a \$25 discount for each participant. Discount applies when enrolled under one registration. Government employee discount not eligible for multiple attendee discount. **Registration closes on October 1, 2025. Course materials to be provided to participants by October 6, 2025.**

ACCOMMODATIONS - The Hilton Shreveport Convention Center Hotel, 104 Market Street, Shreveport, LA 71101. The SBA has secured a discounted rate block of room for Wednesday, Thursday and Friday evenings. Call 1-800-445-8667 to make your reservation. The discount code is "**SBA Trial Academy**" or you can book online at <https://book.passkey.com/go/SBATrialAcademy2025>. All reservations must be made by **October 1, 2025**, in order to receive the discounted group rate. The hotel will continue to accept reservations from guests after this date, however, rooms will be at the prevailing rate and subject to availability.

VETERANS DAY PROGRAM



Major General Thomas C. Friloux

The Shreveport Bar Association
2025 Veterans Day program will be held on
Wednesday, November 5, beginning at 12:00
Noon at the Petroleum Club (15th floor).

Our Veterans Day Program special guest speaker is
Major General Thomas C. Friloux
Commanding General of both Louisiana Army National
Guard and the Louisiana Air National Guard

Whether you have served or not, please join us on
Wednesday, November 5 as we honor our SBA Veterans.



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Contact the SBF office to get involved.

Lucy Espree, Pro Bono Coordinator,
lucy@shreveportbar.com | 318.703.8381.

National Pro Bono Celebration Week

October 19 - 25

JOIN THE SBF AS WE CELEBRATE OUR
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US TO YOU!

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5:30 - 7:30 PM THURSDAY OCTOBER 23

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*2025 SBA MEMBERSHIP LUNCHEONS

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

OCTOBER 22

SBA and Booth-Politz American Inn of Court
Joint Member Luncheon/CLE
Speaker: H. Alston Johnson

OCTOBER 23-24

SBA Trial Academy
Tom Stagg Court House and
Caddo Parish Courthouse

***NOVEMBER 5**

VETERANS PROGRAM

Speaker: Major General Thomas C. Friloux,
Commanding General
Louisiana Army National Guard and the
Louisiana Air National Guard

NOVEMBER 6

SBA Memorial &
Recognition Ceremony
2:00 p.m. at Caddo Parish Courthouse

DECEMBER 7

SBA Christmas Party
3:00 p.m. to 5:00 p.m.
Silver Star Grille

DECEMBER 17-18

December CLE by the Hour
Hilton Garden Inn, Bossier City

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

Or scan the QR code.



SBA and Booth-Politz Inn of Court Luncheon Meeting-October 22

Petroleum Club (15th Floor) – Buffet opens at 11:30 a.m. Program and Speaker from 12:00 Noon to 1:15 p.m.

\$55.00 for SBA members includes lunch and one hour CLE credit or \$35 for lunch only;

\$65.00 for non-SBA members includes lunch one hour CLE credit or \$40 for lunch only;

Advance reservation is required no later than 5 p.m. Monday, October 20



H. Alston Johnson, III

2025 Legislative Updates

When: 12:00 Noon on Wednesday, October 22

Where: Petroleum Club (15th Floor)

Featuring: H. Alston Johnson, III

Mr. Johnson's presentation is eligible for 1 hour CLE credit

ABOUT THE SPEAKER

H. Alston Johnson is a favorite presenter at the SBA luncheons. His annual Louisiana legislative update CLE is highly anticipated and well-attended. Johnson was for many years senior counsel in the Baton Rouge office of Phelps Dunbar LLP, with a particular emphasis on complex litigation and appellate matters. He received his J.D. from the Paul M. Hebert Law Center and is now an adjunct member of the LSU Law faculty.

He is the author or co-author of three books on Louisiana law, published by West Publishing Company in the Louisiana Civil Law Treatise series: *Louisiana Workers' Compensation Law and Practice* (Fifth Edition); *Louisiana Insurance Law and Practice* (Fourth Edition, with Shelby McKenzie); and *Louisiana Civil Jury Instructions* (Third Edition). He was associate editor of the Louisiana Law Review and a member of the Order of the Coif. In 2005, he was chosen for the Curtis R. Boisfontaine Trial Advocacy Award by the Louisiana State Bar Association. In May 2006, he was honored by the Louisiana Bar Foundation with its Distinguished Attorney Award for 2005.

#SHREVEPORTBARASSOCIATION

Inn of Court members will confirm reservation(s) to Heidi Kemple Martin by email to hmartin@26jdc.com.

Non-Inn of Court members will confirm reservation(s) by email to dsouthern@shreveportbar.com, Phone 222-3643 Ext 3.