

ROD DEMERY

NUMBER

578945-4B  
AD

VERSUS

1ST JUDICIAL DISTRICT COURT

WILLIE SHAW, INDIVIDUALLY AND  
IN HIS OFFICIAL CAPACITY AS CHIEF  
OF POLICE AND THE CITY OF  
SHREVEPORT

CADDO PARISH, LOUISIANA

**PETITION FOR DAMAGES AND INJUNCTIVE RELIEF**

ROD DEMERY, ("Det. Demery"), an adult domiciliary of Caddo Parish, plaintiff  
herein through undersigned counsel, respectfully shows:

1.

Made defendant herein is WILLILE SHAW, individually and in his official capacity  
as Chief of Police ("Shaw") and the City of Shreveport ("City"), a political subdivision of  
the State of Louisiana located in Caddo Parish.

2.

Det. Demery has been employed by the Shreveport Police Department ("SPD"), a  
department of the City, since 1999.

3.

Det. Demery has been assigned to the Investigations Unit of SPD since 2001, which  
included homicide. In approximately 2003, he was transferred to the Armed Robbery and  
Sex Crimes Investigation Unit. In about 2006/2007, he was assigned to the Homicide Unit  
and has remained a member of that unit. Det. Demery has maintained the highest homicide  
clearance rate of all the detectives in his unit.

4.

Det. Demery had a very good discipline and employee record with SPD and has  
received many recognitions and awards. Less than a year ago, Shaw testified under oath that

Det. Demery was an excellent detective.

6738  
Amela N. Brueck

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FILED  
AUG 18 2014  
JIM SCOTT  
CADDO DEPUTY CLERK OF COURT

5.

Although he was assigned to the Homicide Unit, Shaw has specifically requested that Det. Demery investigate sensitive matters outside of homicide since he became Chief of Police. The most recent such request and special investigation assignment began in July, 2013, regarding allegations of acts of prostitution at Shreveport Fire Station Number 8 occurring in June, 2013.

6.

Det. Demery diligently undertook his duties to investigate the possible criminal activity at Fire Station 8 and was the lead investigator for SPD in this matter. Due to the nature of the allegations and other matters, the investigation was a joint investigation with the Federal Bureau of Investigation and the Louisiana State Police.

7.

In August, 2013, five Shreveport Fire Department employees were arrested regarding the incident that took place at Station Number 8. Det. Demery drafted the arrest warrants.

8.

During the investigation of the Station Number 8 incident, Det. Demery and these other law enforcement agencies learned information regarding potential wrongdoing by the Shreveport Fire Department Administration. Therefore, the investigation into this matter continued after the arrests of the firefighters.

9.

Det. Demery kept his commander, Capt. Bill Offer, regularly informed regarding the status of the investigation as required by SPD rules and regulations. Capt. Offer was made aware that the investigation had expanded into Fire Administration officials in August, 2013.

10.

The standard operating procedure of SPD would have required Capt. Offer to keep

his superiors advised, including Deputy Chief Duane Huddleston and Shaw.

11.

Shaw, Huddleston, and Capt. Offer never told Det. Demery, the FBI or the La. State Police investigators any information about the Fire Station 8 incident despite the regular updates by Det. Demery and despite Shaw and Huddleston being interviewed.

12.

Shortly after the arrests of the firefighters, Capt. Offer began telling Det. Demery that he needed to rap up the investigation into the Fire Department and concentrate on homicides. However, Det. Demery continued his investigation into the Fire Administration in conjunction with the FBI and the La. State Police as it was not complete.

13.

When Det. Demery continued to investigate the Fire Administration officials in conjunction with the FBI and La. State Police as was required by standard investigation practices, Capt. Offer told Det. Demery that he was placing him on special evaluation due to his allegedly not completing reports in a timely fashion and his working homicides assigned to other detectives. In August, 2013, Det. Demery filed a grievance with the City's Human Resources Department ("HR") regarding this special evaluation as he was able to show that he was timely filing his reports and established that his actions on all investigations was proper. Capt. Offer told the City's HR personnel that he had recommended placing Det. Demery on this Special Evaluation period because his supervisors had advised that he was incompetent and insubordinate and because he had filed reports later than all other members of the unit. However, Det. Demery's supervisor never told Capt. Offer that he was incompetent or insubordinate and at least one detective had filed reports later than Det. Demery. Furthermore, the reports complained of regarding Det. Demery were not causing any delay in investigations or prosecutions and were the direct result of the extensive amount

of investigative time necessary for the investigation into the Station 8 events. As a result of the HR investigation, Det. Demery was never actually placed on special evaluation despite Capt. Offer's threats.

14.

In 2014, Det. Demery's supervisor, Lt. Dennis Pratt, told him that he had a target on him because the other white detectives were jealous of him because he solved more crimes. Lt. Pratt told him that those detectives could also but they don't care about "black on black crimes."

15.

As Det. Demery found it offensive and improper leadership for his supervisor to condone any such type of racial discrimination in investigating the murders of citizens, he filed a complaint with the EEOC and SPD's Internal Affairs Bureau ("IAB") regarding his conversation with Lt. Pratt. Initially, IAB advised that the complaint was unfounded because Lt. Pratt denied saying these things such that the investigator could not make a determination either way. Lt. Pratt told IAB and Capt. Offer that he had told Det. Demery that the target was on his back because he had got involved with other people's cases without notifying supervisors and the target would come off if Det. Demery simply completed his own assignments.

16.

In June, 2014, Det. Demery requested to speak to Dep. Chief Huddleston by submitting a proper request through his chain of command. In response, Dep. Chief Huddleston sent Det. Demery advising that he did not have time to discuss his evaluation with him as he had over 700 officers. This email was copied throughout the chain of command below Huddleston and above, including the Chief and the Mayor's office in an obvious attempt to discredit Det. Demery's reputation as an officer. Det. Demery responded

to this email with a copy to all who had been copied in the chain of command advising that he had been told that he has a target on his back and wanted to know what was the reason for the sudden animosity towards him.

17.

Det. Demery then provided IAB with a copy of a recording of the conversation which clearly established that Lt. Pratt said exactly what Det. Demery complained about and not what the lieutenant had told IAB or Capt. Offer. The IAB investigator advised he would get back with Det. Demery. However, Det. Demery has not been advised of any conclusion of the investigation – despite the 60 day limit to complete investigations set forth in Louisiana statutory law.

18.

Det. Demery's IAB complaint against Lt. Pratt was not turned over to the City's HR for their review or investigation even though Shaw has told the Shreveport Municipal Fire and Police Civil Service Board on multiple occasions that he has to turn over any complaints that allege harassment or discrimination in order to comply with the City's executive order.

19.

Det. Demery continued to investigate the Fire Administration officials in conjunction with the FBI and La. State Police as was required by standard investigation practices and continued to advise Capt. Offer of his status – which included information regarding potential criminal conduct by Fire Administration officials. As a result of his reporting this criminal conduct, six frivolous complaints were filed against him with IAB for unrelated matters in an effort to harass and discredit Det. Demery who had never been disciplined by the department previously. The complaints were so frivolous that even IAB could only sustain one regarding an email he had sent to stating the City was responsible for the towing fees of a vehicle instead of the vehicle owner because the officer who had it towed did so

only to locate the person for arrest. Despite being unable to explain to him how he had violated the towing or any other SPD policy or procedure, SPD improperly sustained the complaint and gave him a one day fine.

20.

In June, 2014, the Fire Chief and an Assistant Fire Chief were indicted and then arrested due to their actions in response to the report of and investigation into the incident at Fire Station 8. Capt. Offer continued to push Det. Demery to close out his investigation but he was not able to do so until all matters had been resolved to the satisfaction of the FBI, the La. State Police, and the Caddo Parish District Attorney's Office.

21.

As a result of additional information that had been provided to all of the investigating agencies, Capt. Offer was served with a subpoena to testify before the Grand Jury. On the date he was served with the subpoena, Capt. Offer advised that he was recommending that Det. Demery be transferred from the detectives office – without any legitimate reason being provided.

22.

Capt. Offer went on vacation after he testified before the Grand Jury. When he returned, Capt. Offer unexpectedly turned in retirement papers and is no longer with SPD.

23.

On or about August 13, 2014, a credible witness voluntarily reported to the Caddo Parish District Attorneys office and advised the lead prosecutor, the FBI, the La. State Police, and Det. Demery that several weeks prior to the arrests of any of the five firefighters who worked at Fire Station Number 8, Shaw, Dep. Chief Huddleston, Asst. Chief Chipper Hayes, Capt. Offer, and Lt. Timothy Beckus had been personally advised about certain information regarding the prostitution incident and that the Fire Chief and other Fire Administration

officials' knew about the incident at Fire Station 8. Despite having specifically requested Det. Demery to investigate the incident at Fire Station 8, Shaw never told Det. Demery about the information provided to him about the prostitution incident at Station 8. Despite receiving regular reports and supervising Det. Demery during the investigation, Capt. Offer never told Det. Demery this information. None of these SPD officials ever told any of the investigators with any of the agencies investigating this matter about this information that they had learned in 2013 prior to any arrests. To the contrary, Shaw and Dep. Chief Huddleston had both claimed and testified under oath that they were only aware of a hypothetical situation posed by the Fire Chief.

24.

Det. Demery has been the primary lead detective for SPD in the investigation of the incident at Fire Station 8 and the derivative investigations into the Administration regarding same. No other detective or officer within SPD has the knowledge regarding the facts or investigation.

25.

However, on August 13, 2013, just hours after the witness provided information to all of the investigating agencies that indicate Shaw, Dep. Chief Huddleston, Asst. Chief Hayes, Capt. Offer, and Lt. Beckus may not have been honest and are now potential suspects in additional derivative crimes and not long after Capt. Offer was subpoenaed to the Grand Jury and then suddenly retired, Det. Demery was notified that he was being transferred out of the Detectives Office and sent back to evening shift patrol.

26.

When Asst. Chief Hayes told Det. Demery that he was being transferred, he provided no legitimate reason for the transfer and simply said that an IAB complaint had been filed against him for some unexplained alleged violation of the media relations policy. Asst. Chief

Hayes did not advise what he allegedly did to violate the policy and ignored the fact that he had been trained as a Public Information Officer and consistently relied upon to provide information to the media. Det. Demery was not provided a copy of the alleged IAB complaint – nor has it been sustained. Hayes simply advised he was being transferred.

27.

Det. Demery had not requested a transfer. He is the most senior detective in the Homicide Unit. He has the highest homicide clearance rate of all investigators in the Homicide Unit. He has a stellar reputation within the various police agencies, the courts, the District Attorneys' office, and even among the criminal defense attorneys as being honest, hardworking, and a fact finding investigator.

28.

The purported transfer is to take place effective Thursday, August 21, 2014 – which is contrary to SPD General Order 305.05(V)(E)(5)(a) which states that all routine transfers will be accomplished on the 1st or the 16th of the month. *See* SPD General Order 305.05 attached hereto as Exhibit One.

29.

SPD General Orders further provide that only Shaw may authorize the transfer of a police officer. *See* Exhibit One, SPD General Order 305.05(V)(E)(1). Therefore, Shaw is responsible for the sudden, unrequested transfer of the most senior detective in the Homicide Unit.

30.

Det. Demery shows that the repeated filing of frivolous Internal Affairs Complaints, the one day fine issued when he had not violated any rules, and this proposed unprecedented transfer are reprisals and retaliation for his continued investigation into crimes of City employees, his reporting of these crimes in written reports and providing information to the



other investigating agencies and the District Attorneys Office, and to interfere with his ongoing criminal investigation in conjunction with these other agencies in violation of Louisiana Revised Statute 23:967.

31.

In violation of Louisiana Revised Statute 23:967, Chief Shaw took reprisals and retaliated against him by ordering he be transferred in violation of SPD policy and for no valid reason due to his reporting the violations of law as a result of his investigation into the firefighters at Station 8, the Fire Administration, and the ongoing investigation into possible corruption in the police department regarding same.

32.

Det. Demery has suffered general compensatory damages, including but not limited to, emotional damages, stress, and embarrassment due to the retaliatory harassment inflicted upon him by the City, Shaw, Capt. Offer, Deputy Chief Huddleston, Asst. Chief Hayes, and Lt. Buckhus in violation of the Louisiana Whistleblower Statute and he is entitled to compensatory damages for same.

33.

Louisiana Code of Civil Procedure Article 3601, *et. seq.* provides this court with authority to issue a Preliminary Injunction in cases where irreparable injury may result. Det. Demetry shows that the transfer will cause immediate and irreparable injury in that it will interfere with the ongoing joint investigation with two other law enforcement agencies which investigation now must look at the actions of Shaw who has ordered this transfer and Det. Demery is the only member of SPD with sufficient knowledge to assist the other investigating agencies with this investigation such that a preliminary injunction must be granted after notice and hearing and requests that a hearing be set as required by law.

34.

Det. Demetry further shows that the transfer order is contrary to his civil service rights and the SPD General Orders such that advance notice to the defendants is not necessary prior to issuance of a Temporary Restraining Order or a preliminary injunction. *See Barlow v. Town of Waterproof*, 45,2111 (La. App. 2 Cir. 5/19/10); 39 S0. 3d 768, 773.

35.

Det. Demery is entitled to a Temporary Restraining Order without advance notice to the defendants prohibiting Shaw the City prohibiting the defendants from transferring Det. Demery from the Detectives Office to the patrol office. Det. Demery shows that his transfer would cause immediate and irreparable injury in that it will interfere with the ongoing joint investigation with two other law enforcement agencies which investigation now must look at the actions of Shaw who has ordered this transfer. Therefore, a Temporary Restraining Order is appropriate and should be ordered prohibiting the defendants from transferring him and prohibiting them from interfering with the ongoing investigation pursuant to Louisiana Code of Civil Procedure Article 3603(A)(1).

36.

Det. Demery is further entitled to reasonable attorneys fees and court costs pursuant to Louisiana Revised Statute 23:967.

WHEREFORE ROD DEMERY PRAYS that the court issue a Temporary Restraining Order prohibiting the defendants CITY OF SHREVEPORT and WILLIE SHAW, individually and in his official capacity as Chief of Police, from transferring him and prohibiting them from interfering with the ongoing investigation.

ROD DEMERY FURTHER PRAYS that after that citation issue and service be had on the defendants CITY OF SHREVEPORT and WILLIE SHAW, individually and in his official capacity as Chief of Police, in accordance with law and, after all legal delays and due

proceedings have been had,

- 1) That a hearing be scheduled within ten days as required by law;
- 2) That after the hearing this court enter a preliminary injunction prohibiting the defendants CITY OF SHREVEPORT and WILLIE SHAW, individually and in his official capacity as Chief of Police from transferring him and prohibiting them from interfering with the ongoing investigation;
- 3) That there be judgment rendered herein in his favor and against defendants CITY OF SHREVEPORT and WILLIE SHAW, individually and in his official capacity as Chief of Police, for all sums reasonable under the premises, including attorneys fees and court costs with legal interest thereon as permitted by law.

PLAINTIFF FURTHER PRAYS for any and all just and equitable relief to which he is entitled and which this court is competent to grant.

Respectfully submitted,

~~BREEDLOVE LAW FIRM~~

By: 

Pamela N. Breedlove, Bar Roll No. 21773  
216 Rolling Meadow Lane  
Bossier City, LA 71112  
P.O. Box 8667  
Bossier City, LA 71113-8667  
Telephone : (318) 423-0845  
Facsimile : (318) 553-5176  
ATTORNEYS FOR ROD DEMERY

**PLEASE SERVE:**

**CITY OF SHREVEPORT**

Through its Mayor  
Mayor Cedric Glover  
505 Travis Street, Suite 200  
Shreveport, LA 71101

**WILLIE SHAW, individually and in his official capacity as Chief of Police**  
at his place of employment  
Shreveport Police Department  
1234 Texas  
Shreveport, LA 71101

STATE OF LOUISIANA

PARISH OF BOSSIER

BEFORE ME, the undersigned notary public in and for the above referenced Parish,  
personally came and appeared ROD DEMERY who after being duly sworn did depose and state:


1.

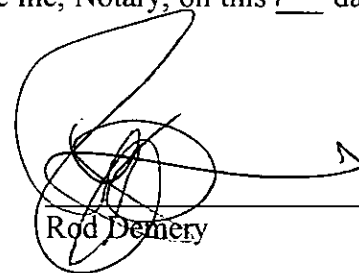
He is an adult domiciliary of the State of Louisiana, Parish of Caddo and he makes this  
affidavit based on his own personal knowledge.

2.

He is the petitioner in this matter and the allegations therein are true and correct to the best  
of his knowledge and belief.

THUS SWORN TO AND SUBSCRIBED before me, Notary, on this 18<sup>th</sup> day of August,  
2014.

  
Pamela Nathan Breedlove, Bar Roll No. 21773  
Notary Public, Caddo Parish, State of Louisiana  
My commission expires at death.

  
Rod Demery

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# SHREVEPORT POLICE DEPARTMENT

## GENERAL ORDER

DATE ISSUED: <b>JUN 6, 1994</b>	EFFECTIVE DATE: <b>JAN 1, 2010</b>	REVIEW DATE: <b>JUN 07</b>	PROCEDURE NUMBER: <b>SPD 305.05</b>
ISSUED BY: <b>Henry L. Whitehorn, Sr.</b>	DISTRIBUTION: <b>All Personnel</b>	REVISION DATE: <b>DEC 15, 2009</b>	<b>PAGE 1 OF 4 PAGES</b>
SUBJECT: <b>JOB ASSIGNMENTS, VACANCIES, &amp; TRANSFERS</b>			
INDEX: <b>PERSONNEL ASSIGNMENTS; REQUESTS FOR TRANSFER; TRANSFER EVALUATION CRITERIA; VACANCIES</b>			
CALEA: <b>16.2.2</b>			

### Index

#### I. PURPOSE:

The purpose of this instruction is to provide policy and procedure on assignments, vacancies, and transfers.

#### II. POLICY:

It shall be the policy of the Shreveport Police Department to select personnel for vacant, newly created, or specialized positions for the rank of corporal or officer, as well as conduct transfers, in a fair and impartial manner.

#### III. SCOPE:

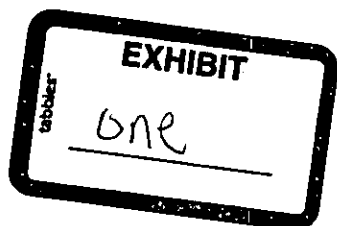
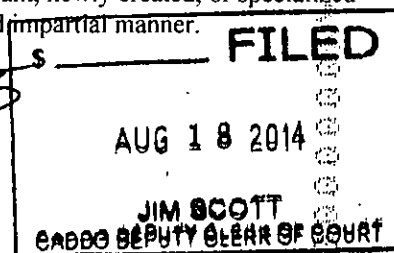
This order applies to all members of the Shreveport Police Department.

#### IV. DEFINITIONS:

- A. **Open position:** A vacant, newly created, or specialized position within a Bureau that is normally staffed by an officer or corporal regardless of unit assignment.
- B. **Transfer Evaluation Criteria:** An impartial evaluation system, established by the bureau commander for each advertised position, which uses a numerical value from one to five (1-5) to rate an applicant's suitability for transfer to an advertised position.
- C. **Vacancy Notice:** A Notice posted by the personnel officer that advertises an open position and includes required documentation for submission, the minimum requirements for transfer and the evaluation criteria.

#### V. PROCEDURE:

- A. Open positions which will be filled by a member holding the rank of corporal or officer will be advertised by the personnel bureau. This will:
  1. Provide a base of candidates from which to select from through out the department.
  2. Allow members the opportunity to compete for a greater choice of career opportunities and minimize feelings that selection is based on favoritism.
  3. The Chief of Police retains the right to assign personnel for positions staffed by a sergeant or above.
  4. The Chief of Police retains the right to allocate specific numbers of members to various activities and to assign members otherwise as the needs of the Department dictate.
  5. When a vacancy exists in a particular unit, the commander of the bureau affected may, upon approval of the Chief of Police, select another member from within the bureau to fill that vacancy without advertising. This is an acceptable lateral personnel move. A vacancy will still exist in the bureau and will need to be advertised.



PROCEDURE NUMBER <b>SPD 305.05</b>	EFFECTIVE DATE: <b>JAN 1, 2010</b>	REVISION DATE: <b>DEC 15, 2009</b>	<b>PAGE 2 OF 4 PAGES</b>
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**B. Announcements.**

1. The personnel officer will publish a vacancy notice for open positions that includes:
  - a. The name of the bureau with a vacancy.
  - b. Where submissions are to be delivered.
  - c. The closing date of the notice.
  - d. A list of any documents to be submitted.
  - e. The minimum requirements for transfer.
  - f. The evaluation criteria.
2. The Division commander will provide the personnel officer with the official announcement regarding the anticipated filling of a vacant, newly created, or specialized position. The announcement will include:
  - a. The job description which explains the essential functions of the position.
  - b. The knowledge, abilities, skills, formal education requirements, and length of service or experience needed to compete for the position.
  - c. The cutoff date for receiving requests for transfer to the position.
3. The personnel officer will distribute copies of the announcement:
  - a. On all official bulletin boards throughout the department.
  - b. Send email copies of the vacancy notice through out the department intranet.
  - c. Send email copies of the vacancy notice to all mobile data terminals.
4. The vacancy notice will be open for a minimum of fourteen days from the date posted.

**C. Requests for transfer distribution.**

1. Requests for transfer in response to a vacancy notice must be submitted in accordance with the instructions contained in the advertisement.
2. Original requests for transfer will be in the form of an interoffice communication memorandum. The original shall be turned in to the personnel unit prior to the closing date on the vacancy notice.
3. The Personnel Unit, within two (2) days following the cutoff, shall provide the selecting commander with all requests for transfer and other appropriate data.
4. The individual requesting transfer will forward a copy of the request to transfer to their division commander, through the chain-of-command.
5. Requests for transfer will not be routinely received except in response to an announced or anticipated opening.
6. Due to the volume of transfers necessary in patrol to maintain minimum staffing, this procedure will not apply to vacancies in a patrol area or a particular patrol shift. Requests to change patrol areas or patrol shifts should be made in writing, to the particular Area Captain, with a copy going to the East and West USD Commander.

**D. Selection - The selecting commander shall devise an impartial method of comparing each of the competing candidates to an established standard depending on the specific requirements of the position. The method of comparison and selection will be subject to review and approval of the chain-of-command of the advertised vacant position.**

1. A copy of the evaluation method must be submitted to the personnel office with the vacancy announcement.

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2. Oral interviews, if used, should be conducted using uniform questions, evaluation criteria, and rating procedures. Subjective evaluations must include supportive narrative documentation from each evaluator. Oral interviews will consist of a panel composed of not less than three supervisors approved through the chain of command.
3. Skills testing, physical fitness, or agility testing should be measured by trained personnel using valid, useful, and nondiscriminatory procedures.
4. Measurable evaluation criteria shall have a numerical value assigned ranging from one to five (1-5) for each criteria measured.
5. The top five score groups will be submitted to the Bureau Commander. Example:
 

Officer A – 94	Officer B – 92	Officer C – 92	Officer D – 89
Officer E – 89	Officer F – 89	Officer G – 84	Officer H – 82
Officer I – 80	Officer J – 79	Officer K – 75	

In this example the top five score ‘groups’ would be Officer A through Officer H, a total of eight officers. If there are fewer than five candidates who complete the process with a passing score, all candidates’ names will be submitted to the Bureau Commander.
6. The Bureau Commander will submit the top five score groups to their Assistant Chief and discuss their recommendations.
7. The Assistant Chief will meet with the Chief of Police to discuss the top five score group candidates and determine which candidate best meets the needs of the Department

E. Transfers:

1. Only the Chief of Police may authorize a transfer of members of the Shreveport Police Department.
2. After a selected member is approved for transfer by the Chief of Police or his designee the Division Commander receiving the individual being transferred shall notify the Police Personnel Unit of the pending transfer by way of interoffice communication or email.
3. Information that shall be included for each individual being transferred is as follows:
  - a. Rank.
  - b. Name (First, Middle Initial, Last).
  - c. Badge number.
  - d. Assignment being transferred from including Division, Bureau, and Unit.
  - e. Assignment being transferred to including Division, Bureau, and Unit.
4. The Personnel Unit, at the direction of the Chief of Police shall prepare a Personnel Order for each individual being transferred. The prepared order will then forward it to the Chief of Police for approval. Once approved, the order shall be disseminated accordingly. Only the Personnel Unit shall generate orders to notify members of transfer.
5. Date transfer is to become effective:
  - a. All routine transfers will be accomplished on the 1st or 16th day of the month.
  - b. In order to minimize potential personal adverse impact regarding routine transfers, members should be given ample advance notification of a pending transfer. Ample notification shall be defined as a minimum of seven days between the issuance of the Personnel Order advising the member of the pending transfer and the effective date of the transfer.
  - c. The member being transferred may waive the seven day requirement.

PROCEDURE NUMBER <b>SPD 305.05</b>	EFFECTIVE DATE: <b>JAN 1, 2010</b>	REVISION DATE: <b>DEC 15, 2009</b>	<b>PAGE 4 OF 4 PAGES</b>
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- d. This does not preclude the Chief of Police making an emergency transfer if a particular situation dictates the need.

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Henry L. Whitehorn Sr.  
Chief of Police

08122017SCAND00000015



ROD DEMERY : NUMBER  
:  
VERSUS : 1ST JUDICIAL DISTRICT COURT  
:  
WILLIE SHAW, INDIVIDUALLY AND : CADDO PARISH, LOUISIANA  
IN HIS OFFICIAL CAPACITY AS CHIEF :  
OF POLICE AND THE CITY OF :  
SHREVEPORT :

## ORDER

The foregoing verified petition and exhibits considered,

IT IS ORDERED that a Temporary Restraining Order is hereby issued prohibiting the defendants CITY OF SHREVEPORT and WILLIE SHAW, individually and in his official capacity as Chief of Police, from transferring him and prohibiting them from interfering with the ongoing investigation and that a hearing is scheduled in this matter for the 28 day of

August, 2014 at 9:30 o'clock for the determination of further relief. Bond (La. CCF) \$1,000.00

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that defendants CITY OF SHREVEPORT and WILLIE SHAW, individually and in his official capacity as Chief of Police, show cause on the 28 day of August, 2014 at 9:30 o'clock why the court should not enter a preliminary injunction prohibiting the defendants CITY OF SHREVEPORT and WILLIE SHAW, individually and in his official capacity as Chief of Police, from transferring him and prohibiting them from interfering with the ongoing investigation.

THUS DONE AND SIGNED, this 19 day of August, 2014.

DISTRICT JUDGE

E. Joseph Bleich  
Judge *Pro Tempore*  
First Judicial District Court

**PLEASE SERVE:**

**CITY OF SHREVEPORT**  
Through its Mayor  
Mayor Cedric Glover  
505 Travis Street, Suite 200  
Shreveport, LA 71101

WILLIE SHAW, individually and in his official capacity as Chief of Police  
at his place of employment  
Shreveport Police Department  
1234 Texas  
Shreveport, LA 71101



# Breedlove Law Firm

A Professional Law Corporation

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www.breedlovefirm.com

August 18, 2014

**HAND DELIVERED**

Caddo Parish Clerk of Court  
501 Texas Street  
Shreveport, LA 71101

RE: Rod Demery v. City of Shreveport and Willie Shaw, individually and in his official capacity as Chief of Police

Dear Clerk:

Regarding the above referenced matter, attached is the original and three copies of a petition for damages and injunctive relief, including the request for a Temporary Restraining Order. Our firm check is included for the filing fees in this matter.

The TRO requested in the petition is directed at action that will take place on Thursday of this week. Therefore, it is our intent to walk this up to the assigned judge for his review so that the petition and order can be served on the defendants prior to Thursday.

By copy of this letter, we are advising the court that I am unavailable for hearing on Tuesday, August 26, 2014 as I must be in court in Webster Parish in Docket Number 73391. I am not available on Thursday, August 28, 2014 as I will be serving as the Magistrate for the Gibsland Mayor's Court. I am not available Thursday Sept. 4, 2014 as I must be in court for three matters in Bossier Parish in Docket Numbers 137,226; 134,753; and 144,872. Otherwise, I can be available for hearing any other day between now and Sept. 5, 2014.

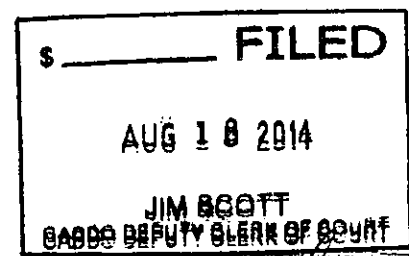
If you have any questions, please contact me. With kindest regards, I am

Sincerely yours,

Pamela N. Breedlove

enclosures

cc: Det. Rod Demery (w/enc.)



# Citation

ds

DEMERY, ROD

VERSUS

SHAW, WILLIE ETAL

NO. 578945-A  
STATE OF LOUISIANA  
PARISH OF CADDO  
FIRST JUDICIAL DISTRICT COURT

THE STATE OF LOUISIANA: TO CITY OF SHREVEPORT, THRU  
MAYOR CEDRIC GLOVER  
505 TRAVIS STREET SUITE 200  
SHREVEPORT, LA 71101

of the Parish of CADDO

YOU HAVE BEEN SUED.

Attached to this Citation is a certified copy of the Petition.\* The petition tells you what you are being sued for.

You must EITHER do what the petition asks, OR, within FIFTEEN (15) days after you have received these documents, you must file an answer or other legal pleadings in the Office of the Clerk of this Court at the Caddo Parish Court House, 501 Texas Street, Room 103, Shreveport, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within FIFTEEN (15) days, a judgment may be entered against you without further notice.

This Citation was issued by the Clerk of Court for Caddo Parish, on this date August 19, 2014.

\*Also attached are the following:  
\_\_\_ REQUEST FOR ADMISSIONS OF FACTS  
\_\_\_ INTERROGATORIES  
\_\_\_ REQUEST FOR PRODUCTION OF DOCUMENTS  
\_\_\_

GARY LOFTIN, CLERK OF COURT  
MIKE SPENCE, CHIEF DEPUTY

By: \_\_\_\_\_  
Deputy Clerk

PAMELA BREEDLOVE 6738  
Attorney

**FILE**  
**COPY**

# Citation

ds

DEMERY, ROD

VERSUS

SHAW, WILLIE ETAL

NO. 578945-A  
STATE OF LOUISIANA  
PARISH OF CADDO  
FIRST JUDICIAL DISTRICT COURT

THE STATE OF LOUISIANA: TO WILLIE SHAW, INDIVIDUALLY AND IN  
HIS CAPACITY AS CHIEF OF POLICE  
AT: SHREVEPORT POLICE DEPT  
1234 TEXAS  
SHREVEPORT, LA 71101  
of the Parish of CADDO

YOU HAVE BEEN SUED.

Attached to this Citation is a certified copy of the Petition.\* The petition tells you what you are being sued for.

You must EITHER do what the petition asks, OR, within FIFTEEN (15) days after you have received these documents, you must file an answer or other legal pleadings in the Office of the Clerk of this Court at the Caddo Parish Court House, 501 Texas Street, Room 103, Shreveport, Louisiana.

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GARY LOFTIN, CLERK OF COURT  
MIKE SPENCE, CHIEF DEPUTY

By: \_\_\_\_\_  
Deputy Clerk

PAMELA BREEDLOVE 6738  
Attorney

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# Temporary Restraining Order and Rule to Show Cause

ds

DEMERY, ROD

VERSUS

SHAW, WILLIE ETAL

NO. 578945-A

STATE OF LOUISIANA

PARISH OF CADDO

FIRST JUDICIAL DISTRICT COURT

THE STATE OF LOUISIANA, TO: CITY OF SHREVEPORT, THRU  
MAYOR CEDRIC GLOVER  
505 TRAVIS STREET SUITE 200  
SHREVEPORT, LA 71101

GREETINGS:

YOU ARE HEREBY ORDERED, RESTRAINED, ENJOINED AND PROHIBITED, in the name of the State of Louisiana and of this Honorable Court from all that is CONTAINED IN THE ATTACHED CERTIFIED ORDER.

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and of this Honorable Court, to show cause before this Court on the 28TH day of AUGUST , 2014 at 9:30 A.M. , why you should not comply with all that is contained in the attached certified order.

ALL as prayed for in the petition this day filed, a copy of which is attached hereto and made a part hereof.

AND herein fail not.

WITNESS the Honorable Judges of our Court on this date August 19, 2014.

GARY LOFTIN, CLERK OF COURT

MIKE SPENCE, CHIEF DEPUTY

PAMELA BREEDLOVE 6738

Attorney

By: \_\_\_\_\_

Deputy Clerk

# FILE

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# Temporary Restraining Order and Rule to Show Cause

ds

DEMERY, ROD

VERSUS

SHAW, WILLIE ETAL

NO. 578945-A

STATE OF LOUISIANA

PARISH OF CADDO

FIRST JUDICIAL DISTRICT COURT

THE STATE OF LOUISIANA, TO: WILLIE SHAW, INDIVIDUALLY AND IN  
HIS CAPACITY AS CHIEF OF POLICE  
AT: SHREVEPORT POLICE DEPT  
1234 TEXAS  
SHREVEPORT, LA 71101  
GREETINGS:

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name of the State of Louisiana and of this Honorable Court from all that  
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GARY LOFTIN, CLERK OF COURT  
MIKE SPENCE, CHIEF DEPUTY

PAMELA BREEDLOVE 6738  
Attorney

By: \_\_\_\_\_  
Deputy Clerk

# FILE

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001750CAN000000077

TEMPORARY RESTRAINING ORDER BOND (TRO, SEQ, ETC.)

ROD DEMERY

No. 578,945

versus

WILLIE SHAW, INDIVIDUALLY AND IN HIS  
OFFICIAL CAPACITY AS CHIEF OF POLICE AND  
THE CITY OF SHREVEPORT

First District Court  
Caddo Parish, Louisiana

State of Louisiana—Parish of Caddo

KNOW ALL MEN BY THESE PRESENTS:

That we, ROD DEMERY, as principal, and PAMELA BREEDLOVE as security, are held and firmly bound unto Gary Loftin, Clerk of First Judicial District Court of Louisiana in the full sum of \$1,000.00 Dollars, for payment of which, well and truly to be made, we bind ourselves, our heirs and legal representatives firmly and in solido by these presents.


Dated at Shreveport, La., this 19th day of August, 2014.

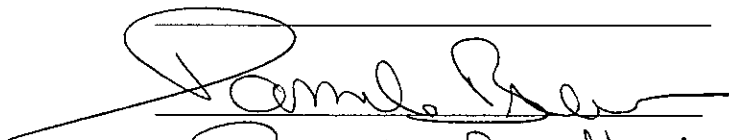
The condition of the above obligation is such that, whereas the above bounden ROD DEMERY

has applied for and obtained an order for a writ of TEMPORARY RESTRAINING ORDER directed against WILLIE SHAW, INDIVIDUALLY AND IN HIS OFFICIAL CAPACITY AS CHIEF OF POLICE, AND THE CITY OF SHREVEPORT

THEREFORE, if the said ROD DEMERY AND PAMELA BREEDLOVE shall well and truly pay and satisfy such damages up to \$1,000.00 as the said DEFENDANTS may sustain or recover against ROD DEMERY

in case it should be decided that the TEMPORARY RESTRAINING ORDER was wrongfully obtained, then this obligation to be null and void, otherwise to remain in full force and effect.

  
Rod Demery

  
Pamela Breedlove

STATE OF LOUISIANA,  
PARISH OF CADDO.


On this day before me CHRISTY MURPHY Notary Public, within and for Caddo Parish

the Parish and State aforesaid, personally came and appeared PAMELA N. BREEDLOVE to me known to be the party who signed the above and foregoing bond, as surety thereon, who being by me first duly sworn deposes and says: "That he is worth, over and above all his debts and obligations, in assets that can be subjected to levy under execution the amount for which he has bound himself in said bond."

Sworn to and subscribed before me on this the 19th

day of August

2014

  
Christy Murphy  
Notary Public

STATE OF LOUISIANA,  
PARISH OF CADDO.

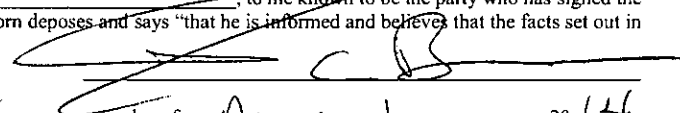
On this day before me Christy Murphy Notary Public, came and

appeared Pamela Breedlove to me known to be the party who has signed the above and foregoing bond, as principal thereon, who being by me first duly sworn deposes and says "that he is informed and believes that the facts set out in above affidavit of surety on said bond is true and correct."

Sworn to and subscribed before me on this the 19th

day of August

2014

  
Christy Murphy  
Notary Public

CHRISTINA MURPHY, NOTARY PUBLIC  
NOTARY ID # 56488  
CADDO PARISH, LOUISIANA  
MY COMMISSION IS FOR LIFE