

COLLIN SLY

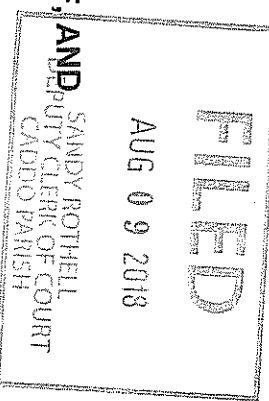
NUMBER 610,641-B

VERSUS

FIRST JUDICIAL DISTRICT COURT

TRAVIS JOSHUN CLARK and  
DR. WOODROW WILSON, JR,  
Individually, and as Administrator of  
THE PARISH OF CADDO

CADDO PARISH, LOUISIANA



**PETITION FOR DAMAGES, INJUNCTIVE RELIEF, AND  
DECLARATORY JUDGMENT**

NOW INTO COURT comes COLLIN SLY, through undersigned counsel,

who respectfully represents:

1.

Petitioner, COLLIN SLY, is a person of full age of majority domiciled in Caddo Parish, Louisiana, who resides at 4631 Dixie Boulevard, Shreveport, Louisiana 71129, but may be served through undersigned counsel.

2.

Made Defendant herein is TRAVIS JOSHUN CLARK, a person of full age of majority domiciled in Caddo Parish, Louisiana, who resides at 2942 Millard, Shreveport, Louisiana 71108, but may be served at 1500 Monty, Shreveport, Louisiana 71107.

3.

Made Defendant herein is DR. WOODROW WILSON, JR., a person of full age of majority domiciled in Louisiana, who resides at 607 Kari Creek, Bossier City, Louisiana 71111, individually, and as Administrator of the PARISH OF CADDO, made Defendant herein, who may be served at 505 Travis, Suite 800, Shreveport, Louisiana 71101.

4.

On February 21, 2018, Petitioner was a volunteer at Caddo Parish Animal Services when he expressed interest with Interim Director Kelvin Samuel in an available kennel worker position.

5.

Samuel directed Petitioner to go fill out paperwork at Jean Simpson Temporary, essentially hiring Petitioner on the spot.

6.

Petitioner began his stint as a public servant on February 28, 2018, where he was subject to the laws, rules and regulations of Caddo Parish and the State of Louisiana. Caddo Parish Animal Services rules and regulations were made a part of his requirements through Jean Simpson, though none were made available.

7.

Defendant TRAVIS JOSHUN CLARK was hired as Director, to commence on or about May 21, 2018, but began reporting to the Caddo Parish Animal Shelter (hereinafter "Pound") a week or so prior to his start date, but after his selection process.

8.

Petitioner never received a policy and procedure book, nor any formal training, but rather was more or less left to sink or swim, under the loose tutelage on co-workers. Notices required by law were not posted at the place of employment. Petitioner was not instructed to read or review any online policy and procedure. Several of the things Petitioner was told were against policy, actually were policy.

9.

Petitioner began to notice some problems that he believed were improper or even illegal, first reporting them to Kelvin Samuel, who passed him on to "Angie", who told Petitioner to wait for the new Director, Defendant TRAVIS JOSHUN CLARK. Upon the arrival of Defendant TRAVIS JOSHUN CLARK, Petitioner attempted to report his concerns to the Director, who referred him to Kelvin Samuel, who sent him back to "Angie", who told him not to tattle.

10.

On or about June 11, 2018, Petitioner sought relief from his inability to remedy these improper, inadequate and even illegal practices, by seeking an audience with Parish Administrator, Defendant DR. WOODROW WILSON, JR. This first meeting resulted in Defendant TRAVIS JOSHUN CLARK and Kelvin

Samuel being summoned to the conference room of the Parish Administrator, Defendant DR. WOODROW WILSON, JR.

11.

Petitioner repeatedly reported improper, inadequate and even illegal practices with all these superiors present, and was thereafter commended by Defendant DR. WOODROW WILSON, JR. for his bravery in coming forward with these reports, on this and the two following occasions. Defendant DR. WILSON, JR., walked Petitioner down to Human Resources to inquire whether a full-time quality control job was available for Petitioner. Defendant DR. WILSON, JR. took copious notes, which should be preserved and produced in evidence.

12.

Petitioner seeks and is entitled to a spoliation and production order for any recordings, notes, follow up memoranda, email, or other documents related to his meetings with Defendants TRAVIS JOSHUN CLARK and DR. WOODROW WILSON, JR.

13.

At each of the three meetings, Defendant DR. WOODROW WILSON, JR. heaped praise upon and encouraged Petitioner to continue his efforts, which Petitioner believed were helping the animals and ultimately improve pound operations toward becoming a quality shelter operation.

14.

After the June 11, 2018 meeting, Petitioner returned to his workplace, where a meeting was called June 12, 2018, at which he was publicly chided not to be a "tattletale" by his immediate supervisor "Angie" to whom he had been previously been referred, and who appeared to have authority over him and day-to-day operations. This was in front of numerous co-workers, who got the message.

15.

Petitioner met with Defendant WILSON, JR. on June 20, 2018 and with Defendant WILSON, JR. and Mr. Randy Lucky on June 28, 2018, and continued his reporting as he was again instructed to do by Defendant WILSON, JR.

16.

Petitioner was contacted by telephone on June 29, 2018 by the exclusive CPAS coordinator from Jean Simpson Temporary, who told Petitioner his contract was terminated.

17.

Upon information and belief, Defendant CLARK directed the termination on specious charges that Petitioner had taken pictures of a minor, those he had previously shown Defendant DR. WILSON, JR. as photographic evidence depicting some of his concerns. None of these photographs were posted on any website or distributed to anyone else. Nor did they contain any inappropriate images of the possibly 16- or 17-year olds hired under a summer intern patronage program, who were usually outside the view of building security cameras, captured in digital images of them goofing off on the job.

18.

Not only is there no policy violation by Petitioner, but photographs of minors have been posted on Facebook or on the official Caddo Parish Animal Services webpages on caddo.org, in the relevant time frame, before and after his firing.

19.

The actions of Defendants violated La. R.S. 23:967 and 42:1169, upon which the rights and remedies of Petitioner rest, as well as any other basis in law, jurisprudence, policy or equity, as may be shown as trial.

20.

Petitioner submits that the firing or "termination of his contract" was pretextual and reprisal for his reporting of unlawful activities and for refusing an unlawful order by Defendant CLARK.

21.

Petitioner had been assured by DR. WILSON, JR. that corrective action would be taken, in one particular instance the corrective action actually loosened the accountability regarding time-keeping, worsening the fraudulent time record-keeping and payroll abuse.

22.

Petitioner personally observed time-padding from hours actually worked, and he himself was instructed by Kelvin Samuels to report hours in excess of that he actually worked.

23.

Petitioner personally observed underfeeding and was instructed by a co-worker to underfeed, that "no food equaled no s - - t." Upon information and belief, this underfeeding is deliberate and the policy of the both the Interim Director Kelvin Samuel and Director, Defendant TRAVIS JOSHUN CLARK. Petitioner further learned that veterinary care was also not made available unless the animals were scheduled to leave the facility by adoption. Petitioner reported these problems to Defendant TRAVIS JOSHUN CLARK, Kelvin Samuel and "Angle". Nothing was done, to Petitioner's knowledge.

24.

Petitioner has personal knowledge that the computer data tracking the population census of the Pound was deliberately altered or deleted at the direction of Defendant TRAVIS JOSHUN CLARK, and that hundreds of animals are unaccounted for.

25.

Petitioner observed and reported that people were clocking in and leaving, or coming in late and leaving early, but reporting a full day, with the knowledge of CPAS management.

26.

After Petitioner reported these and other matters, which will be set forth more fully below. On June 29, 2018, Defendant TRAVIS JOSHUN CLARK instructed Petitioner to go to his residence, where his roommate "Kyle" was "fostering" some puppies and "bring the puppies back so I can put them back with Kelli". Petitioner objected to being ordered to take control of the puppies, which were Parish of Caddo property placed in the care of Kyle, by contract, without Petitioner having the legal authority to remove them.

27.

After some exchanges in which Defendant TRAVIS JOSHUN CLARK became increasingly authoritarian, belligerent or bullying, adopting a physical presence which was essentially a military Drill Instructor posture. Petitioner steadfastly refused to obey this unlawful order. He expressed that the contract was between Kyle and CPAS, and that, as an employee, he could not "foster", as policy had been (incorrectly) explained to him.

28.

After obtaining a copy of the policy and procedure manual from counsel, Petitioner learned that much of the "policy" was made up and contrary to the perfectly-workable, but expired policy manual.

29.

The puppies were never brought back to CPAS out of concerns that they would contract parvo, but were instead tagged for rescue by Pola Foundation, in whose care and custody they thrived.

30.

After this exchange, Petitioner completed his work assignments and left the premises, whereupon he received a telephone call from Courtney at Jean Simpson Temporary ("JST"), indicating that CPAS had terminated his contract.

31.

Upon information and belief, the ostensible reason given was that Petitioner had photographed a minor co-worker, who Petitioner had observed riding the clock, goofing off and playing on her cellphone; and in accordance with his instructions from DR. WILSON, JR., had documented it photographically.

32.

Petitioner was a good and faithful public servant, who benefits from the legal remedies as a "Whistleblower", irrespective of the contractual arrangements with Jean Simpson. Petitioner submits that he was subject to Louisiana law and that the aforesaid statutes apply in the instant case.

33.

Although Petitioner was paid from public funds, through JST, he was subject to the direction and control, including scheduling and adherence to policies and procedures of Caddo Parish and Caddo Parish Animal Services.

34.

Petitioner and all Defendants are subject to the Louisiana Ethics for Public Servants law, codified in La. R.S. 42:1101, et seq.

35.

This action is brought under La. R.S. 23:967 and 42:1169 (“Whistleblower” protections from reprisal, discharge, etc. for reporting and for refusal to do unlawful acts).

36.

In addition to the “Foster Conversion Refusal” on June 29, 2018, as set forth above, Petitioner had reported to Defendant TRAVIS JOSHUN CLARK, Kelvin Samuel, “Angie”, Defendant DR. WOODROW WILSON, JR., and possibly others that may be discovered and presented at trial.

37.

In addition to the statutory causes of action set forth above, Defendants TRAVIS JOSHUN CLARK and DR. WOODROW WILSON, JR. are liable to Petitioner for the following, non-exclusive causes of action:

- (a) Intentional infliction of emotional distress;
  - (b) Detrimental reliance;
  - (c) Interference with a contract;
  - (d) Retaliatory discharge under other sources of law;
- 38.

Petitioner is entitled to injunctive relief, ordering he be restored to his position as a Kennel Worker, or greater position, as mutually agreed, that Caddo Parish Animal Services be ordered to pay his back wages, and that his

employment record concerning this retaliatory discharge be amended in accordance with the restoration.

39.

Petitioner is entitled to declaratory judgment that the Policy and Procedure Manual in effect at the time of his tenure be determined; whether the policies and procedures he was accused of violating be declared valid, invalid or non-existent; and whether the acts or omissions which were the subject of his Whistleblower complaints were unlawful.

40.

Petitioner submits that on June 5, 2018, Defendants required a Non-Disclosure Agreement ("NDA") be signed by his co-workers after Defendant TRAVIS JOSHUN CLARK was made Director, which said NDA should be declared void, as against public policy, particularly in the light of La. R.S. 23:967 and 42:1169; and that this declaration is necessary to Petitioner's ability to investigate and prove his case, as witnesses are currently under the belief that they, too, will be fired or reprimanded for speaking on these issues to counsel or to the Court, such declaratory relief should be granted as soon as practicable.

41.

In addition and in the alternative, Petitioner, as a citizen of Caddo Parish submits that the NDA galvanizes the culture at Caddo Parish Animal Services, in violation of Government in the Sunshine laws, Caddo Parish policies and procedures, and espoused directives, resolutions and ordinances of the Parish of Caddo; and that he is entitled to a declaration that the NDA is void against same.

WHEREFORE, Petitioner prays that a spoliation and production order for any recordings, notes, follow up memoranda, email, or other documents related to his meetings with Defendants TRAVIS JOSHUN CLARK, DR. WOODROW WILSON, JR. and PARISH OF CADDO issue immediately herein; that Defendants be ordered to show cause, if any they HAVE, why a temporary restraining order should not issue, and in due course, a preliminary and permanent injunction should not obtain in the same or substantially similar



substance, ordering Defendants to restore Petitioner to his position as a Kennel Worker, or greater position, as mutually agreed, that Caddo Parish Animal Services be ordered to pay his back wages, and that his employment record concerning this retaliatory discharge be amended in accordance with the restoration.

Petitioner further prays that Defendants be ordered to show cause, if any they can, why declaratory judgment should not issue that the Policy and Procedure Manual in effect at the time of his tenure be deemed in full force and effect; and whether the policies and procedures he was accused of violating be declared valid, invalid or non-existent; and whether the acts or omissions which were the subject of his Whistleblower complaints were unlawful.

Petitioner further prays that Defendants be cast with costs and attorneys fees, arising out of the statutory provisions upon which he relies, or any other cause in law or equity, and for any just and equitable relief appropriate in the premises.

Please serve:

TRAVIS JOSHUN CLARK  
1500 Monty  
Shreveport, LA 71107  
OR  
2942 Millard  
Shreveport, LA 71108

DR. WOODROW WILSON, JR.  
505 Travis, Suite 800  
Shreveport, LA 71101  
OR  
607 Kari Creek  
Bossier City, LA 71111

PARISH OF CADDO  
505 Travis, Suite 800  
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Respectfully submitted,



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