

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
MONROE DIVISION**

THEODORE TOPOLEWSKI, DMH	*	CIVIL ACTION NO.:
	*	
versus	*	JUDGE:
	*	
MADISON PARISH POLICE JURY, MADISON PARISH SERVICE DISTRICT HOSPITAL BOARD OF COMMISSIONERS, and MADISON PARISH SERVICE DISTRICT HOSPITAL d/b/a MADISON PARISH HOSPITAL	*	MAGISTRATE JUDGE:
	*	
	*	
	*	
	*	
	*	
	*	

COMPLAINT

NOW INTO COURT, through undersigned counsel, comes Theodore Topolewski, DMH, (hereinafter sometimes referred to as “Petitioner”), and for his Complaint, alleges, as follows:

THE PARTIES

1.

Petitioner herein is a natural person of the full age of majority and a citizen of the State of Mississippi.

2.

Defendants herein are:

- a.** Madison Parish Police Jury (hereinafter sometimes referred to as “Defendant Police Jury”) is a body corporate and political subdivision, but not an alter ego, of the State of Louisiana, within the Parish of Madison. Defendant Police Jury is able to be sued in its own name. Petitioner alleges that Defendant Police Jury is a “person” and “state actor” within the meaning of 42 U.S.C. § 1983, acting under color of state law. It is a Louisiana citizen for purposes of this Court’s diversity jurisdiction.

- b. Madison Parish Service District Hospital Board of Commissioners (hereinafter sometimes referred to as “Defendant Hospital Board”) is a body corporate and political subdivision, but not an alter ego, of the State of Louisiana, within the Parish of Madison. Defendant Hospital Board is able to be sued in its own name. Petitioner alleges that Defendant Hospital Board is a “person” and “state actor” within the meaning of 42 U.S.C. § 1983, acting under color of state law. It is a Louisiana citizen for purposes of this Court’s diversity jurisdiction.
- c. Madison Parish Service District Hospital d/b/a Madison Parish Hospital (hereinafter sometimes referred to as “Defendant Hospital”) is a body corporate and political subdivision, but not an alter ego, of the State of Louisiana, within the Parish of Madison. Defendant Hospital is able to be sued in its own name. Petitioner alleges that Defendant Hospital is a “person” and “state actor” within the meaning of 42 U.S.C. § 1983, acting under color of state law. It is a Louisiana citizen for purposes of this Court’s diversity jurisdiction.

JURISDICTION AND VENUE

3.

This Court has jurisdiction under 28 U.S.C. §§ 1331, 1332, 1343, and 42 U.S.C. §§ 1981 and 1983. There is complete diversity between Petitioner and Defendants, and the amount in controversy exceeds seventy-five thousand dollars (\$75,000.00), exclusive of interest and costs. This Court has pendent jurisdiction over the state law claims, pursuant to 28 U.S.C. § 1367.

4.

Venue is proper in this district and division under 28 U.S.C. § 1391(b), because the Employment Agreement, underlying acts, and conduct violating applicable laws and constitutional

rights occurred in this District, and/or each Defendant conducts affairs in, or is an inhabitant of, resides in, or has an agent in this District.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

5.

On or about March 1, 2015, Petitioner and Defendant Hospital entered into an Employment Agreement Hospital Chief Executive Officer (“Employment Agreement”). The initial term of this agreement was three (3) years.

6.

On or about March 1, 2018, Petitioner and Defendant Hospital entered into an Extension of Employment Agreement Hospital Chief Executive Officer (“Employment Agreement Extension”). The *extended* term of this agreement was three (3) years. Defendant Hospital then had the option to again renew the Employment Agreement at the end of the then-current term for successive terms of one (1) year, which it did on March 1, 2021 and again on March 1, 2022.

7.

Initially, as Defendant Hospital’s C.E.O., Petitioner’s annual salary under this Agreement was \$256,000.00. Pursuant to the Employment Agreement, each year, Petitioner’s salary was increased by five percent (5%) over the prior year. At the time of his termination in 2022, Petitioner’s salary was \$364,000.00 per year, plus benefits. Had Petitioner remained employed past February 28, 2023, another five percent (5%) increase would occur. As part of his compensation, Petitioner was also given seven (7) weeks of paid time off, of which three (3) to four (4) weeks’ worth would be bought back by Defendant Hospital every year, because Petitioner was unable to take all seven (7) weeks, adding \$30,000.00+ to his annual earnings.

8.

Defendant Hospital is an acute care critical access hospital and the only provider of emergency and comprehensive primary healthcare in Madison Parish, Louisiana.

9.

On August 3, 2022, Defendant Hospital's C.F.O. informed Petitioner that a review of medical records signed by Defendant Hospital employee and family nurse practitioner, Latayatcha Freeman-Ross, NPT ("Nurse Ross"), which she certified as complete, were, in fact, incomplete, as were a multitude of other similar medical records submitted and certified by Nurse Ross as complete before the previous day's cut-off time for the \$1,000.00 "all records complete bonus," plus those records counting toward a per record volume bonus, both of which were provided for in her Employment Agreement with Defendant Hospital.

10.

Petitioner asked for a more in-depth analysis to find out the magnitude of records involved, and on August 5, 2022, Petitioner was informed that the number of apparently fraudulently-submitted medical records by Nurse Ross was approximately one hundred and twenty (120).

11.

Petitioner was further informed that, immediately after Nurse Ross's submission on August 3, 2022, around 3:00 p.m., that all records were complete, Nurse Ross and her assistant were then going back into the automated medical record system adding the missing information and resigning the records as complete. By this time Nurse Ross had already received the completion bonuses in her paycheck for submitting the records "complete" and "on time," despite knowing they needed substantial later revision.

12.

After reviewing what occurred, Petitioner consulted with Defendant Hospital's legal counsel, who together concluded that the actions taken by Nurse Ross appeared illegal, as medical records are legal documents, and public funds appeared to have been embezzled. Based on the overwhelming evidence of her acts and admissions, it was concluded that Nurse Ross should no longer be employed at Defendant Hospital.

13.

On August 8, 2022, Nurse Ross was terminated by Petitioner in the presence of Defendant Hospital's Chief Medical Officer, Nurse Ross's collaborating physician, Dr. Donald Perry, and Defendant Hospital's director of clinics. Everyone who was present at this meeting with Nurse Ross had previously agreed that her termination was needed.

14.

Petitioner asked Defendant Hospital's attorneys to further investigate, interview personnel involved, review Nurse Ross's Employment Agreement, review all of the medical record evidence submitted by Nurse Ross, and produce a summary report regarding the action taken for Defendant Hospital Board.

15.

Upon receipt of Defendant Hospital attorneys' report, two (2) members of Defendant Hospital Board objected to it. These two (2) members claimed that they did not believe the Defendant Hospital attorneys' investigative report because, according to them, the incident involving Nurse Ross was racially motivated. Nurse Ross is African-American, and Petitioner is Caucasian. The two (2) members of Defendant Hospital Board demanded that the Board interview Nurse Ross because, according to them, the interview would prove she should be rehired. No

explanation was given as to how these board members knew what such an interview would prove. The Chairperson and the majority of Defendant Hospital Board objected to this request.

16.

As per both federal and state law, Nurse Ross's apparent fraudulent acts and embezzlement of public funds were reported to the District Attorney for the Sixth Judicial District, Louisiana State Legislative Auditor, and the Louisiana State Board of Nursing. Upon information and belief, further investigation revealed that Nurse Ross had previously submitted incomplete records to improperly obtain bonus money. Upon further information and belief, a review of medical records by Defendant Hospital's attorneys showed that some patient visits were possibly inappropriate and performed to augment Nurse Ross's bonus. Thus, Petitioner believes Nurse Ross's termination was warranted and appropriate.

17.

Upon information and belief, immediately after Nurse Ross's termination from Defendant Hospital, social media throughout Madison Parish erupted with toxic allegations directed at Petitioner and the Defendant Hospital Board, fueled by online postings by Nurse Ross, her attorneys, the two objecting Defendant Hospital Board members, and various self-appointed community activists.

18.

Defendant Police Jury, who appointed Defendant Hospital Board members and who has oversight over Defendant Hospital, went so far as to devote almost an entire regularly-scheduled police jury meeting to allow Nurse Ross and her attorneys to present a case for her reinstatement based upon allegations of systemic racism at Defendant Hospital as the sole cause of Nurse Ross's termination and, most notably, the need to make "radical" changes in the governance and

management of Defendant Hospital for the purpose of “changing the *face* of the Hospital.” Never once did Nurse Ross, her attorneys, or Defendant Hospital Board discuss the actual and given reasons why she was terminated or Defendant Hospital attorneys’ corroborating investigative report. Further, Petitioner was not afforded the same opportunity to speak on behalf of himself and Defendant Hospital.

19.

On October 10, 2022, at a regularly-scheduled police jury meeting, Defendant Police Jury unexpectedly removed the Chairman and Vice Chairman of Defendant Hospital Board, who are both Caucasian, allegedly because they opposed the rehiring of Nurse Ross. Defendant Police Jury replaced those two members with two African-Americans who were openly favorable to rehiring Nurse Ross. Upon information and belief, Defendant Police Jury failed to properly give prior notice as to its agenda for this meeting.

20.

On October 14, 2022, the reconstituted Defendant Hospital Board, with its newly-appointed Chairman and Vice Chairman, met in a Special Meeting and voted to rehire Nurse Ross with back pay and reimburse all of her legal expenses. Defendant Hospital Board then terminated Petitioner without any declared reason and in violation of his Employment Agreement with Defendant Hospital. Defendant Hospital Board appointed Dr. Donald Perry, who was Nurse Ross’s collaborating physician before she was terminated by Petitioner, as the new C.E.O. of Defendant Hospital in place of Petitioner. Dr. Donald Perry is African-American.

21.

On October 17, 2022, the new Chairman of Defendant Hospital Board authorized the new Defendant Hospital C.E.O. to cut a \$30,000.00 check to Nurse Ross’s attorney, Felicia Toney

Williams, and several days later, senior hospital employees were informed that Nurse Ross's attorney would now be Defendant Hospital's "onsite legal counsel," a new position at Defendant Hospital.

22.

Until October 14, 2022, Petitioner had never received any criticism of his performance from Defendant Hospital Board. Moreover, for over eight (8) years, Petitioner received excellent yearly reviews from Defendant Hospital Board. Defendant Hospital Board provided zero explanation or reasoning for terminating Petitioner from his position as C.E.O. of Defendant Hospital. Upon information and belief, the newly-appointed Defendant Hospital C.E.O., Dr. Perry, has no prior experience operating an acute care hospital.

23.

Petitioner, who is Caucasian, was terminated without cause or notice in breach of his Employment Agreement with Defendant Hospital. Petitioner was replaced by an African-American doctor with no prior hospital administration experience and with a significant pay raise over what Petitioner was earning at the time of his termination after eight (8) years on the job. This was after Defendant Hospital Board made efforts to suggest that Petitioner's salary was excessive for the demographic area. Additionally, Petitioner was informed by Defendant Hospital that, as a result of his termination, he would not receive the financial compensation provided in his Employment Agreement.

24.

On February 16, 2023, the *Madison Parish Journal* reported that Defendant Hospital's Rural Health Clinic's ability to bill Medicaid has been suspended by the Louisiana Department of Health, as a result of a "credible allegation of fraud." Upon information and belief, the "credible

allegation of fraud” against Defendant Hospital involved Nurse Ross and the adverse actions committed by Defendant Board and Defendant Police Jury against Petitioner, as set forth in this Complaint.

COUNT I:

**EQUAL PROTECTION CLAIM UNDER 42 U.S.C. § 1983
AGAINST ALL DEFENDANTS**

25.

Petitioner repeats, re-alleges, and incorporates, by reference, all of the preceding allegations of this *Complaint*.

26.

Petitioner alleges that he possessed the right, guaranteed by the Fourteenth Amendment of the United States Constitution, to equal protection of the laws. Petitioner further alleges that Defendants had knowledge of the above right under the Constitution.

27.

Petitioner alleges that Defendants violated Petitioner’s constitutional right to equal protection by discriminating against him on account of his race, and by publicly smearing him as a racist as a means to provide cover for the rehabilitation of an African-American hospital employee who was justifiably fired for cause.

28.

Petitioner alleges that the actions of all Defendants caused Petitioner to suffer significant harm, namely the loss of his job, employment benefits, the loss of reputation and future earnings, and the severe emotional distress that resulted from being falsely accused of racism by these public entities for merely doing his job as Defendant Hospital’s C.E.O.

29.

Petitioner further alleges that, upon information and belief, Defendants' adverse actions were substantially motivated by illegitimate animus wholly unrelated to their duties, *viz.*, the Defendant Hospital; specifically, Petitioner alleges that, upon information and belief, Defendants' adverse actions were motivated by their desire to replace a Caucasian employee in favor of certain African-American employees at Defendant Hospital, as well as by certain members of Defendant Hospital Board who were intent on securing economic benefits from Defendant Hospital by means which has been referred to by the Madison Journal as fraud.

30.

Petitioner alleges that there was no rational basis for Defendants' racial discrimination against him.

31.

Petitioner alleges that Defendants' actions were both reckless and malicious, entitling Petitioner to punitive damages.

COUNT II:

**SUBSTANTIVE DUE PROCESS CLAIM UNDER 42 U.S.C. § 1983
AGAINST ALL DEFENDANTS**

32.

Petitioner repeats, re-alleges, and incorporates, by reference, all of the preceding allegations of this Complaint.

33.

Petitioner alleges that he possessed the fundamental rights to due process and equal protection of the law, a fundamental right to the fulfillment of his duties under his Employment Agreement without arbitrary and capricious interference, and a fundamental right to liberty and

property interests in his professional career and reputation, under the Louisiana Constitution and, specifically, Article 1, Sec. 2.

34.

Petitioner alleges that Defendants had knowledge of the above rights under the Constitution.

35.

Petitioner alleges that Defendants' actions, as set forth herein, intentionally deprived Petitioner of these rights by means that were not only arbitrary and capricious, but indeed would shock the conscience, as more fully set forth herein.

36.

Specifically, as set forth above, Petitioner alleges that Defendants had illegitimate animus in summarily terminating him, and Defendants' adverse actions deprived Petitioner of his fundamental rights to due process of law, equal protection of the law, and his rights under the Employment Agreement and otherwise at law.

37.

Petitioner further alleges the Defendants' public statements constituted false factual representations of wrongdoing by Petitioner that resulted in a stigma and significantly altered, if not eviscerated altogether, Petitioner's liberty and/or property interest in Petitioner's reputation in the community.

38.

Specifically, Petitioner alleges that, on information and belief, Defendants knew that Petitioner had conducted an investigation into the wrongdoing by Nurse Ross, which was assisted and corroborated by Defendant Hospital administrators and its legal counsel. Defendant Hospital's

legal counsel prepared a report based on their investigation and findings which supported Petitioner's termination of Nurse Ross, and that report was provided to Defendants. Yet, despite having produced corroborating evidence that Nurse Ross had committed multiple acts meriting her termination for cause, Defendants publicly smeared Petitioner as a liar and a racist who terminated Nurse Ross only because of her color.

COUNT III:

**PROCEDURAL DUE PROCESS CLAIM UNDER 42 U.S.C. § 1983 AGAINST
DEFENDANT HOSPITAL AND DEFENDANT HOSPITAL BOARD**

39.

Petitioner repeats, re-alleges, and incorporates, by reference, all of the preceding allegations of this Complaint.

40.

Petitioner alleges that Defendant Hospital and Defendant Hospital Board violated his Constitutionally-guaranteed due process rights under 42 U.S.C. § 1983 by being summarily terminated without the requisite cause and prior notice provided for in his Employment Agreement with Defendant Hospital, and without a hearing and/or appeal before Defendant Hospital Board.

41.

Plaintiff alleges that he possessed a protected property interest in his continued employment, by virtue of Louisiana law.

42.

As a direct and proximate cause of Defendants' conduct, Plaintiff has sustained, and continues to sustain, special and general damages in an amount according to proof.

COUNT IV:

CLAIM UNDER 42 U.S.C. § 1981 AGAINST ALL DEFENDANTS

41.

Petitioner repeats, re-alleges, and incorporates, by reference, all of the preceding allegations of this Complaint.

42.

Petitioner alleges that Defendants are state actors. Petitioner alleges that these state actors unlawfully interfered with his Employment Agreement with Defendant Hospital.

43.

Petitioner alleges that there was no rational basis for Defendants' unlawful interference with his Employment Agreement with Defendant Hospital.

44.

Petitioner alleges that Defendants' conduct is of the sort that would "shock the conscience," and was not rationally related to any legitimate governmental interest.

45.

Petitioner further alleges that Defendants' actions were both reckless and malicious, entitling Petitioner to punitive damages as to the members of Defendant Police Jury and Defendant Hospital Board in their individual capacities.

COUNT V:

**CLAIM FOR ATTORNEYS' FEES AND COSTS
UNDER 42 U.S.C. § 1988 AGAINST ALL DEFENDANTS**

46.

Petitioner repeats, re-alleges, and incorporates, by reference, all of the preceding allegations of this Complaint.

47.

Should the Court find in favor of Petitioner with regard to his claims brought under Sections 1981 and/or 1983, then Petitioner hereby asserts a claim against all Defendants under Section 1988 for an award of attorneys' fees and costs.

COUNT VI:

**BREACH OF CONTRACT, FRAUDULENT BREACH OF CONTRACT,
AND BAD FAITH BREACH OF CONTRACT CLAIMS AGAINST
DEFENDANT HOSPITAL AND DEFENDANT HOSPITAL BOARD**

48.

Petitioner repeats, re-alleges, and incorporates, by reference, all of the preceding allegations of this Complaint.

49.

On October 14, 2022, Defendant Hospital Board conducted a special meeting at which Petitioner was summarily terminated without cause and without prior notice, as set forth in the Employment Agreement between Petitioner and Defendant Hospital. Consequently, Defendant Hospital and Defendant Hospital Board are in breach of Petitioner's Employment Agreement.

50.

Petitioner alleges that Defendant Hospital and Defendant Hospital Board breached the Employment Agreement with Petitioner without cause and solely based on his proper firing of Nurse Ross and/or his race, which evidences Defendants' *bad faith*.

51.

Petitioner further alleges that, upon information and belief, Defendants' adverse actions were substantially motivated by illegitimate animus wholly unrelated to their duties *viz.* the Defendant Hospital, as set forth above. Consequently, Defendant Hospital and Defendant Hospital

Board *fraudulently* breached Petitioner's Employment Agreement.

COUNT VII:

**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS CLAIM AGAINST
DEFENDANT HOSPITAL AND DEFENDANT HOSPITAL BOARD**

52.

Petitioner repeats, re-alleges, and incorporates, by reference, all of the preceding allegations of this Complaint.

53.

Petitioner alleges that the conduct of Defendant Hospital and Defendant Hospital Board in their summary termination of his employment in breach of his Employment Agreement on the basis of his race was extreme and outrageous. Petitioner further alleges that Defendants publicly accused Petitioner of racism in his investigation and termination of Nurse Ross, which, upon information and belief, served as a pretext to other motives as set forth above. The emotional distress suffered by Petitioner in being unjustly fired and then publicly smeared by Defendants, simply because he was doing his job as Defendant Hospital's C.E.O., was severe. Petitioner alleges further that Defendants desired to inflict severe emotional distress and/or knew that severe emotional distress would be certain or substantially certain as a result of their conduct in this instance due to their false declarations that Petitioner was a racist.

COUNT VIII:

**WHISTLEBLOWER / RETALIATION CLAIMS UNDER LA R.S. § 23:967
AGAINST DEFENDANT HOSPITAL AND DEFENDANT HOSPITAL BOARD**

54.

Petitioner repeats, re-alleges, and incorporates, by reference, all of the preceding allegations of this Complaint.

55.

Petitioner was, at all times, an employee of Defendant Hospital, which is under the custody, control, and supervision of Defendant Hospital Board.

56.

Petitioner advised Defendant Hospital and Defendant Hospital Board that, according to the memoranda authored by outside counsel, Nurse Ross had violated both federal and state laws.

57.

Additionally, Petitioner provided Defendant Hospital and Defendant Hospital Board the investigative report authored by Defendant Hospital's attorneys evidencing the cause for terminating Nurse Ross.

58.

Both Defendant Hospital and Defendant Hospital Board retaliated against Petitioner, and/or Petitioner was the recipient of Defendants' adverse reprisals, in the form of:

- a. immediate termination of his employment without cause and prior notice in breach of his Employment Agreement;
- b. immediate loss of his employment and retirement benefits under his Employment Agreement, which is a breach of his Employment Agreement; and
- c. humiliation, irreparable damage to his reputation, and irreparable damage to his ability to find future employment because of Defendants' public smear campaign by falsely accusing Petitioner of being a liar and a racist.

59.

As a result of Defendants' adverse actions, Petitioner seeks and is entitled to damages, including, without limitation, past and future pay, benefits, reinstatement, reasonable attorneys' fees, and court costs resulting from the reprisal.

WHEREFORE, Petitioner prays for judgment in his favor and against Defendants, jointly and severally, as follows:

1. For compensatory general, special, and economic damages in an amount according to proof;
2. For punitive damages as may be warranted against all non-municipal Defendants;
3. For attorneys' fees in accordance with any and all statutes and laws, including, without limitation, those attorneys' fees pursuant to 42 U.S.C. § 1988;
4. For costs incurred herein; and
5. For such other and further relief as this Honorable Court may deem just and proper.

Respectfully submitted:



RANDALL A. SMITH, T.A. (No. 2117)
STEPHEN M. GELÉ (No. 22385)
MCDONALD G. PROVOSTY (No. 29389)
DYLAN T. LEACH (No. 35879)

-Of-

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*Attorneys for Petitioner, Theodore Topolewski,
DMH*

Notary I.D. No./Bar No. 335845

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

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_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

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designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____ .

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Printed name and title

Server's address

Additional information regarding attempted service, etc:

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_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

JS 44 (Rev. 04/21)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

THEODORE TOPOLEWSKI, DMH

(b) County of Residence of First Listed Plaintiff State of MS
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Randall A. Smith, Smith & Fawer, LLC, 201 St. Charles Avenue, #3702, New Orleans, LA 70170, (504) 525-2200

DEFENDANTS

MADISON PARISH POLICE JURY

County of Residence of First Listed Defendant Madison
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability LABOR <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input checked="" type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 USC 1983

Brief description of cause:
Employment discrimination and breach of contract

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
\$500,000

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

2/27/2023

SIGNATURE OF ATTORNEY OF RECORD

s/ Randall A. Smith

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____