

Kenneth M. Plaisance  
2202 Touro Street  
New Orleans Louisiana 70119



FILED  
Mar 25 2025

THE BOARD of DISCIPLINARY APPEALS  
Appointed by the Supreme Court of Texas

March 25, 2025

Jackie Truitt     *Via Email [Appeal.txboda.com](mailto:Appeal.txboda.com) / e-filing to [filing@txboda.org](mailto:filing@txboda.org)*

Executive Assistant

Board of Disciplinary Appeals

Supreme Court of Texas

P. O. Box 12426

Austin, Texas 78711

*Re: In the Matter of Kenneth M Plaisance State Bar Card 24045166*

*Motion for Summary Judgment with Uncontested Fact and exhibits*

Dear Ms. Truitt:

Enclosed please find my motion for summary judgment with uncontested facts and exhibits.  
Please hand stamp and file the pleading into the record and send me a courtesy stamped copy.

Thanks

*Kenneth M Plaisance* 504 905 1888

*cc. Touro Disciplinary Counsel*



F I L E D

Mar 25 2025

THE BOARD of DISCIPLINARY APPEALS  
Appointed by the Supreme Court of TexasBEFORE THE BOARD OF DISCIPLINARY APPEALS  
THE SUPREME COURT OF TEXASIN THE MATTER OF  
KENNETH MICHAEL PLAISANCE  
STATE BAR CARD NO. 24045166\*  
\*  
\*

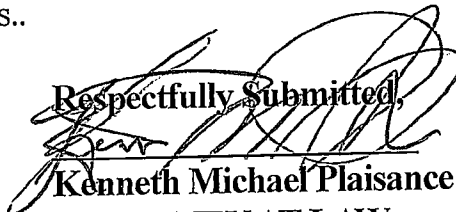
CAUSE NO. 69894

\*\*\*\*\*

**MOTION FOR SUMMARY JUDGEMENT TO DISMISS THE ORIGINAL  
FIRST AND SECOND AMENDED PETITION FOR RECIPROCAL  
DISCIPLINE**

NOW COMES made Respondent in the above-captioned matter, on suggesting to the Board of Disciplinary Appeals for the State of Texas, that Respondent is entitled to summary judgment in his favor, on the grounds that the pleadings, affidavits and evidence herein, together with the uncontested facts shows that there are in genuine issues of matter fact and is entitled to judgment in his favor as a matter of law. Respondent files this Motion for summary judgment to Dismiss All Petitions and Amended Petitions for Reciprocal Discipline filed by the Commission for Lawyer Discipline and the Office of the Chief Disciplinary Counsel State Bar of Texas..

Respectfully Submitted,


Kenneth Michael Plaisance  
ATTORNEY AT LAW

2202 Touro Street

New Orleans Louisiana 70119

504-905-1888 kplaws88@gmail.com

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing Motion for Summary Judgment pleading has been served upon opposing counsel by first class mail, facsimile, electronically or hand delivery on this 23<sup>rd</sup> day of March 2025.


  
KENNETH MICHAEL PLAISANCE

BEFORE THE BOARD OF DISCIPLINARY APPEALS  
THE SUPREME COURT OF TEXAS

IN THE MATTER OF  
KENNETH MICHAEL PLAISANCE  
STATE BAR CARD NO. 24045166

\*

\*

\*

CAUSE NO. 69894

**ORDER**

IT IS ORDERED BY THE BOARD, THAT THE DISCIPLINARY COUNSEL,  
herein, show cause on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at \_\_\_\_\_ o' clock  
\_\_\_\_, M. why Respondent summary judgment should not be rendered in favor of Kenneth  
Plaisance.

This \_\_\_\_\_ day of March, 2025 Austin Texas

\_\_\_\_\_  
J U D G E/HEARING OFFICER

Please serve:

Amanda M. Kates  
Assistant Disciplinary Counsel/Petitioner  
State Bar of Texas  
P. O. Box 12487  
Capitol Station  
Austin Texas 78711 -2487  
Telephone 512-427-1350  
Fax : 512-427-4253

BEFORE THE BOARD OF DISCIPLINARY APPEALS  
THE SUPREME COURT OF TEXAS

IN THE MATTER OF  
KENNETH MICHAEL PLAISANCE  
STATE BAR CARD NO. 24045166

\*  
\*  
\*

CAUSE NO. 69894

\*\*\*\*\*

**UNCONTESTED FACTS AND UNDISPUTED STATEMENT OF MATERIAL  
FACTS TO WHICH THERE ARE NO GENUINE ISSUES OF LAW TO BE  
TRIED**

Respondent in support thereof respectfully states as follows:

1. that he is an attorney licensed to practice law in the state of Texas.
2. that he has been practicing law in Texas since 2004.
- 3 that on February 27, 2025, Respondent received notice of a second amended petition for reciprocal discipline filed against him by Texas Discipline Counsel regarding disciplinary action taken in the state of Louisiana.

**BACKGROUND FACTS**

4. that on June 14, 2017, at about 3:00 p.m. Larry Taylor Jr. was involved in an automobile accident with a 2008 Peterbilt tractor-trailer driven by Travis James on or around the 6600 block of Almonaster Blvd., New Orleans, Louisiana.
5. that Larry Taylor, Jr. was driving his 1995 Buick LeSable, vehicle identification number 1G4hP526XSH527871, license plate number La. YVG710, traveling eastbound in the left lane on Almonaster Blvd., New Orleans, Louisiana,
6. that Larry Taylor Jr. was the operator, and his minor son Lawan Rousell was a guest passenger in Mr. Taylor's vehicle.
7. that Defendant, Travis James was operating a 2008 Peterbilt tractor Model 388 with vehicle identification number 1XPWD49X38D749996 with Nebraska license plate number 2017 NE 196868, pulling a 2016 Timp-Box

trailer, license plate number 247489 traveling in the East bound in the right lane, on Almonaster Blvd., New Orleans, Louisiana.

8. that Larry Taylor Jr. was issued a citation for following to close and was deemed 100% at fault for the accident. See: Exhibit 1
9. that on or about June 15, 2017, Larry Taylor called affiant, and soon thereafter affiant visited Mr. Taylor at the hospital.
10. that on June 15, 2017, affiant met Larry Taylor Jr and Anne Hodges,
11. that Mr. Taylor and Anne Hodges were the biological mother and father for the minor Lawan Rousell.
12. that the minor Lawan Rousell was taken to Childrens' Hospital.
13. that the minor--Lawan Rousell sustained a severe multiple injury to his body and a large scar to his face.
14. that he represented Mr. Taylor in previous accidents.
15. that Respondent informed Larry Taylor Jr. that he could not represent him and his son Lawan Rousell at the same time and that Mr. Taylor can do it pro se or get another attorney.
16. that Respondent informed Mr. Taylor that he must contest the citation (ticket) because he was considered 100% at fault.
17. that he represented the minor Lawan Rousell.
18. that Larry Taylor Jr. was insured with liability insurance by Progressive Insurance Company –Policy number 907163379 expiration date 11-07-2017
19. that Travis James (the 18-wheeler driver and owner) was also insured with liability insurance by Progressive Insurance Company Policy number 039301970 expiration date 09-22-2017
20. that under each respective insurance contracts, Progressive had a duty to represent or obtain legal representation to both Mr. Taylor and Travis James (driver and owner of the 18-wheeler vehicle)

21. that Mr. Taylor was legally represented by Progressive Insurance company's legal counsel--Attorney Pat Derougn.
22. that Respondent spoke to Progressive Insurance Company's legal counsel Attorney Pat Derougn.
23. that Respondent met with Lawan Rousell's biological mother Anne R Hodges at a house on Duel Street, New Orleans, Louisiana.
24. that Anne Hodges signed a contract on behalf of Lawan.
25. that Anne Hodges signed a waiver of conflict of interest.
26. that Larry Taylor Jr. signed a waiver of conflict of interest.
27. that since Larry Taylor was deemed 100 percent at fault for the accident, Lawan could only sue Mr. Taylor's policy with Progressive Ins.
28. that respondent settled Lawan's BI claim against Mr. Taylor's policy with Progressive Insurance.
29. that on behalf of Lawan, Respondent spoke to the New Orleans Assistant City Attorney/prosecuting attorney in Traffic Court regarding Mr. Taylor's traffic ticket citation.
30. that the Assistant City Attorney informed affiant that to dismiss Mr. Taylor's traffic ticket, Mr. Taylor would have to file suit.
31. that in his due diligence and strategically, Respondent thought it was wise to file suit in order for Lawan to sue the owner of the 18-wheeler and Progressive Insurance Company.
32. that Respondent filed a suit in State Court in order to have Mr. Taylor, Jr.'s. traffic court case dismissed.
33. that Respondent, with due diligence, met with Attorney Valteau and Mr. Taylor Jr. Mr. Taylor then signed an agreement agreeing that Attorney Valteau would represent Mr. Taylor, and Respondent would represent the minor Lawan.

34. that Respondent drafted and filed a petition in state court but did not served the petition until after Attorney Valteau was involved.
35. that Progressive's Attorney removed the State Court Petition to Federal Court.
36. Because of the rule "what is in the best interest of the client" and due to Respondent's lack of representing clients in federal court regarding 18-wheeler cases, Respondent called, met with, and interviewed several attorneys.
37. that Respondent sought the service of attorneys who handled 18- wheeler cases in federal court.
38. that Respondent met with attorneys in Texas and then met with Attorney Michael Ecuyer.
39. that Michael Ecuyer entered into contract with Anne R Hodges on behave of Lawan.
40. that Attorney Craig Robinson represented Larry Taylor Jr in Federal Court in the matter of Larry Taylor Jr. v. Travis James CV case #18:0593.
41. that Respondent ran for judge.
42. that Attorney Craig Robinson settled Mr. Taylor's federal court case.
43. that Attorney Michael Ecuyer settled Lawan's case far below what the case law indicated.
43. that Respondent requested attorneys' fees under Louisiana Bad Faith Statutes against Progressive Insurance Company.
44. that Michael Ecuyer filed a complaint to La Disciplinary counsel stating Respondent had a conflict of interest with representing Larry Taylor and the minor Lawan Rousell
45. that at no time, was there a conflict of interest, or a non-waiverable conflict of interest on Respondent's part.

46. that because of the large scar on the minor Lawan's face and other multiple injuries, Lawan's case was worth at least 3.5 million dollars accord to the case law. See: Exhibit 2
47. that Respondent filed a complaint with the La. Disciplinary counsel against Mr. Ecuyer stating that Michael Ecuyer was hired as lead attorney to litigate this case in Federal Court, and that he was not diligent by settling the minor Lawan's case at a value far below what the case was worth. Exhibit 3
48. that the complaint to the Louisiana Deputy Disciplinary Counsel against Respondent proceeded forward.
49. that ironically affiant's complaint against Mr. Ecuyer was dismissed.
- 50.. that ironically a hearing was set and the very same person (Mr. Ecuyer) who filed a complaint against Respondent was the chairperson on the Louisiana Attorney Board of Discipline in Respondent's disciplinary hearing, thus, the presiding judge over affiant's disciplinary case. See: Exhibit 4.
51. that Respondent sent a letter to the Louisiana Supreme Court Chief Justice and made him aware of the violation of due process and equal protection and unfairness issues of the complainant (Attorney Ecuyer) being both judge and jury in affiant's case. See: Exhibit 5
52. that Respondent asked the Chief Justice to provide affiant with statistical data on how many White Attorneys were disciplined as compared to Minority Attorneys.
53. that Respondent states that because of the anxiety and stress of this unequal proceeding, respondent sought his doctor and was prescribed a unable to attend the hearing do to medical reasons.
54. that Louisiana Attorney Disciplinary Board did not allow Respondent a continuance to obtain counsel for the hearing.
55. that although Respondent was not present at the hearing, LADB went forward with respondent's disciplinary hearing.



56. that LADB recommended a suspension for 1 year plus a day and said that affiant had to prove he was mentally competent to be reinstated. (This is a constructive disbarment)
57. that LADB published its recommendation (not a judgment) on the internet and social media.
58. that the publication submitted by LADB was to make sure that the Louisiana Supreme Court would affirm.
59. that the Louisiana Criminal statute R.S. 14:47 Defamation was repealed.
60. that the Louisiana Supreme Court affirmed the LADB recommendations and published its decision to suspend affiant for one year and a day (constructive disbarment)

#### **PROCEDURAL FACT REGARDING RECIPROCAL DISCIPLINE**

61. that on March 19, 2025, Respondent was served with the State of Texas Disciplinary Counsel a Second Amended Petition for Reciprocal Disciples.
62. that Respondent requested for the State of Texas Board of Attorney Disciplinary Appeals to grant an extension of a Rule to show cause set for March 25, 2025, to file responsive pleading.
63. that Respondent filed two Motion to dismiss.
64. that on or about March 20, 2025, Respondent states that while he conducting legal research on the internet, Respondent discovered and learned that on August 13, 2024, the petitioner filed a Petition for Reciprocal Discipline against Respondent and place it on the internet and social media.
65. that Respondent was not served with the Original Petition for Reciprocal.
66. that Petitioner was allowed and submitted the Original Petition for Reciprocal Discipline with hearsay and highly prejudicial evidence without proper foundation and authentication on to the internet and social media, in doing so defame the Respondent.

67. that in Respondent's second motion to dismiss, affiant moved the board/court to strike all documents attached to the Petitions for Reciprocal Discipline.
68. that the Petitioner failed to allow affiant adequate notice and opportunity to be heard before publicizing the Original and First Amended Petitions for Reciprocal Discipline on the internet and social media.
69. that Petitioner, by submitting its Petition for Reciprocal Discipline on the social media and internet violated Respondent's due process and equal protection rights under the United States Constitution and Texas Constitution.
70. that by submitting the Petition for Reciprocal Discipline on the internet, Petitioner made it difficult and virtually impossible to present a fair defense and impaired Respondent from being employed, impaired affiant's ability to have a livelihood in Texas and impaired his pursuit of life liberty and happiness as the Preambles of the United States Constitution guarantees.
71. that on or about March 21, 2025, Respondent was emailed through the State Bar of Texas an unsigned United States Postal Service green card indicating that on March 19, 2025, intimating that Petitioner served respondent with the Second Petition for Reciprocal Discipline.
72. that Petitioner ensured affiant would be ruled and assumed guilty before proving his innocence. **This flies in the face of the legal law and axiom of a citizen is to be presume innocence until proven guilty.**
73. that the Petition fails to demonstrate that the affiant's actions in the original jurisdiction warrant similar disciplinary actions in this jurisdiction.
74. that Respondent was not afforded due process in the original disciplinary proceeding, in turn, the Respondent was not allowed an attorney or was allowed to present, offer, file and introduce evidence into the record in the original proceeding in Louisiana.
75. that irregular due process and lack of fairness in the original Louisiana jurisdiction renders the reciprocal discipline petition in Texas invalid and unenforceable in Texas jurisdiction.

76. that the Louisiana disciplinary process was flawed by procedural irregularities.
77. that there were and are differences in the legal definition and laws regarding the law of negligence in Louisiana as compared to Texas laws on negligence.
78. that the Petitioner, by placing the Petition for Reciprocal Discipline on the internet and social media, made sure that respondent's right to a fair hearing and appeal were abrogated and his constitution rights were violated.
79. that the Petitioner by placing the Petition for Reciprocal Discipline with evidence on the internet of the original discipline was insufficient and uncredible to this fact-finding Board.
80. that the enforcement of reciprocal discipline in Texas, particularly for matters originating from Louisiana, is a complex process that requires careful consideration of procedural and substantive aspects of the original disciplinary action.
81. that the BODA courts and disciplinary bodies failed to strive to uphold fairness and justice by allowing the Texas Disciplinary Counsel to submit the Petition for Reciprocal Discipline on the internet.
82. that with respect to Reciprocal Discipline, the substantive law regarding negligence between Texas Law on Negligence; and Louisiana Negligence are not identical, thus the reciprocal discipline application is not identical.
83. that Louisiana Negligence Law Louisiana uses a **pure comparative** negligence model --Louisiana Civil Code Article 2323 provides that in any action for damages where a person suffers injury, death, loss, the degree or percentage of fault of all persons causing or contributing to the injury, death or loss shall be determined, regardless of whether the person is a party to the action or a nonparty and regardless of the person's insolvency, ability to pay, immunity by statute, including but . . . if the a person suffers injury, death or loss as the result partly of his own negligence and partly as a result of the fault of another person or persons, the amount of damages recoverable shall be reduced in proportion to the degree or percentage of negligence attributable to the person suffering the injury, death or loss. However, according to Texas Negligence Law --Texas uses a **modified comparative**

negligence model. Texas Civil Practice and Remedies Code Section 33.001 provides that a plaintiff may not recover damages if their percentage of responsibility is greater than 50 percent of responsibility for each plaintiff.

84. that it is a non-binding policy of imposing reciprocal sanctions on a Texas licensee who has been disciplined unfairly by another licensing authority of another state if the conduct would not have been sanctionable had the alleged misconduct happened in Texas.
85. that the disciplinary action in Louisiana was based on circumstances that differ significantly from those in the State of Texas.
86. that the findings in Louisiana were not supported by substantial evidence.
87. that the disciplinary procedures in Louisiana did not afford him due process rights guaranteed under the law.

#### **PRAYER**

WHEREFORE, since there are no genuine issues as to material fact, Respondent is entitled to judgment in his favor dismissing all Petitions for Reciprocal Discipline as a matter of law

  
~~Respectfully Submitted,~~

**Kenneth Michael Plaisance**

**ATTORNEY AT LAW**

**2202 Touro Street**

**New Orleans Louisiana 70119**

**504-905-1888**

#### **CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing Motion to Dismiss with Special Exception pleading has been served upon opposing counsel by first class mail, facsimile, electronically or hand delivery on this 25<sup>th</sup> day of April, 2025.

  
**KENNETH M. PLAISANCE**

Exhibit # 1

Affidavit

BEFORE THE BOARD OF DISCIPLINARY APPEALS  
APPOINTED BY  
THE SUPREME COURT OF TEXAS

IN THE MATTER OF  
KENNETH MICHAEL PLAISANCE  
STATE BAR CARD NO. 24045166

\*  
\*  
\*

CAUSE NO. 69894

\*\*\*\*\*

STATE OF LOUISIANA  
ORLEANS PARISH

**AFFIDAVIT**

I, Kenneth Michael Plaisance am the Respondent in the above-captioned-matter, and am the Affiant in this Affidavit, who after being duly sworn, hereby depose and states as follows:

1. Affiant states that he is an attorney licensed to practice law in the state of Texas.
2. Affiant states that he has been practicing law in Texas since 2004.
3. Affiant states that on February 27, 2025, affiant received notice of a petition for reciprocal discipline filed against affiant by Texas Discipline Counsel regarding disciplinary action taken in the state of Louisiana.

**BACKGROUND FACTS**

4. Affiant states that on June 14, 2017, at about 3:00 p.m. Larry Taylor Jr. was involved in an automobile accident with a 2008 Peterbilt tractor-trailer driven by Travis James on or around the 6600 block of Almonaster Blvd., New Orleans, Louisiana.
5. Affiant states that Larry Taylor, Jr. was driving his 1995 Buick LeSable, vehicle identification number 1G4hP526XSH527871, license plate number La. YVG710, traveling eastbound in the left lane on Almonaster Blvd., New Orleans, Louisiana,

6. Affiant states that Larry Taylor Jr. was the operator, and his minor son Lawan Rousell was a guest passenger in Mr. Taylor's vehicle.
7. Affiant states that Defendant, Travis James was operating a 2008 Peterbilt tractor Model 388 with vehicle identification number 1XPWD49X38D749996 with Nebraska license plate number 2017 NE 196868, pulling a 2016 Timpco-Box trailer, license plate number 247489 traveling in the East bound in the right lane, on Almonaster Blvd., New Orleans, Louisiana.
8. Affiant states that Larry Taylor Jr. was issued a citation for following too close and was deemed 100% at fault for the accident. See: Exhibit 1
9. Affiant states that on or about June 15, 2017, Larry Taylor called affiant, and soon thereafter affiant visited Mr. Taylor at the hospital.
10. Affiant states that on June 15, 2017, affiant met Larry Taylor Jr and Anne Hodges,
11. Affiant states that Mr. Taylor and Anne Hodges were the biological mother and father of the minor Lawan Rousell
12. Affiant states that minor Lawan Rousell was taken to Children's Hospital.
13. Affiant states that the minor--Lawan Rousell sustained a severe multiple injury to his body and a large scar to his face.
14. Affiant states that he represented Mr. Taylor in previous accidents.
15. Affiant informed Larry Taylor Jr. that affiant could not represent him and his son Lawan Rousell at the same time and that he can do it pro se or get another attorney.
16. Affiant states that he informed Mr. Taylor that he must contest the citation (ticket) because he was considered 100% at fault.
17. Affiant states that he represented the minor Lawan Rousell.

18. Affiant states that Larry Taylor Jr. was insured with liability insurance by Progressive Insurance Company –Policy number 907163379 expiration date 11-07-2017
19. Affiant states that Travis James (the 18-wheeler driver and owner) was also insured with liability insurance by Progressive Insurance Company Policy number 039301970 expiration date 09-22-2017
20. Affiant states that under each respective insurance contracts, Progressive had a duty to represent or obtain legal representation to both Mr. Taylor and Travis James (driver and owner of the 18-wheeler vehicle)
21. Affiant states that Mr. Taylor was legally represented by Progressive Insurance company's legal counsel--Attorney Pat Deroughn.
22. Affiant spoke to Progressive Insurance Company's legal counsel Attorney Pat Deroughn.
23. Affiant states that affiant met Lawan Rousell's biological mother Anne R Hodges at a house on Duel Street, New Orleans, Louisiana.
24. Affiant states that Anne Hodges signed a contract on behalf of Lawan.
25. Affiant states that Anne Hodges signed a waiver of conflict of interest.
26. Affiant states that Larry Taylor Jr. signed a waiver of conflict of interest.
27. Affiant states that since Larry Taylor was deemed 100 percent at fault for the accident, Lawan could only sue Mr. Taylor's policy with Progressive Ins.
28. Affiant states that he settled Lawan's BI claim against Mr. Taylor's policy with Progressive Insurance.
29. Affiant states that on behalf of Lawan, affiant spoke to the New Orleans Assistant City Attorney/prosecuting attorney in Traffic Court regarding Mr. Taylor's traffic ticket citation.
30. Affiant states that the Assistant City Attorney informed affiant that to dismiss Mr. Taylor's traffic ticket, affiant would have to file suit.



31. Affiant states that in his due diligence and strategically, it was wise to file suit in order for Lawan to sue the owner of the 18-wheeler and Progressive Insurance Company.
32. Affiant filed a suit in State Court in order to have Mr. Taylor, Jr.'s. traffic court case dismissed.
33. Affiant states that with due diligence, affiant met with Attorney Valteau and Mr. Taylor Jr. Mr. Taylor then signed an agreement agreeing that Attorney Valteau would represent Mr. Taylor, and affiant would represent the minor Lawan.
34. Affiant states drafted and filed a petition in state court but served the petition only after Attorney Valteau was involved.
35. Affiant states that Progressive's Attorney removed the State Court Petition to Federal Court.
36. Because of the rule "what is in the best interest of the client" and due to Affiant's lack of representing clients in federal court regarding 18-wheeler cases, affiant called, met with, and interviewed several attorneys.
37. Affiant sought the service of attorneys who handled 18- wheeler cases in federal court.
38. Affiant met with attorneys in Texas and then met with Attorney Michael Ecuyer.
39. Affiant states that Michael Ecuyer entered into contract with Anne R Hodges on behave of Lawan.
40. Affiant states that Attorney Craig Robinson represented Larry Taylor Jr in Federal Court in the matter of Larry Taylor Jr. v. Travis James CV case #18:0593.
41. Affiant ran for judge.
42. Affiant states that Attorney Craig Robinson settled Mr. Taylor's case.

43. Attorney Michael Ecuyer settled Lawan's case far below what the case law indicated.
44. Affiant states that he requested attorneys' fees under Louisiana Bad Faith Statutes against Progressive Insurance Company.
45. Michael Ecuyer filed a complaint to La Disciplinary counsel stating Respondent had a conflict of interest with representing Larry Taylor and the minor Lawan Rousell
46. Affiant states at no time, was there a conflict of interest, or a non-waiverable conflict of interest on Respondent's part.
47. Affiant states that because of the large scar on the minor Lawan's face and other multiple injuries, Lawan's case was worth at least 3.5 million dollars accord to the case law. See: Exhibit 2
48. Affiant filed a complaint with the La. Disciplinary counsel against Mr. Ecuyer stating that Michael Ecuyer was hired as lead attorney to litigate this case in Federal Court, and that he was not diligent by settling the minor Lawan's case at a value far below what the case was worth. Exhibit 3
49. Affiant states that the complaint to the Louisiana Deputy Disciplinary Counsel against affiant proceeded forward.
50. Affiant states that ironically affiant's complaint against Mr. Ecuyer was dismissed.
51. Affiant states that ironically a hearing was set, and the very same person (Mr. Ecuyer) who filed a complaint against affiant was the chairperson on the Louisiana Attorney Board of Discipline in affiant's disciplinary hearing, thus, the presiding judge over affiant's disciplinary case. See: Exhibit 4.
52. Affiant sent a letter to the Louisiana Supreme Court Chief Justice and made him aware of the violation of due process and equal protection and unfairness issues of the complainant (Attorney Ecuyer) being both judge and jury in affiant's case. See: Exhibit 5

53. Affiant states that he asked the Chief Justice to provide affiant with statistical data on how many White Attorneys were disciplined as compared to Minority Attorneys.
54. Affiant states that because of the anxiety and stress of this unequal proceeding affiant sought his doctor and was prescribed a unable to attend the hearing do to medical reasons.
55. Affiant states that Louisiana Attorney Disciplinary Board did not allow affiant for a continuance in order to obtain counsel for the hearing.
56. Affiant states that although affiant was not present at the hearing, LADB went forward with affiant's disciplinary hearing.
57. Affiant states that LADB recommended a suspension for 1 year plus a day and said that affiant had to prove he was mentally competent to be reinstated. (This is a constructive disbarment)
58. Affiant states that LADB published its recommendation on the internet and social media.
59. Affiant states that the publication was to make sure that the Louisiana Supreme Court would affirm.
60. Affiant states that the Louisiana Criminal statute R.S. 14:47 Defamation was repealed.
61. Affiant states that the Louisiana Supreme Court affirmed the LADB recommendations and published its decision to suspend affiant for one year and a day (constructive disbarment)

#### **PROCEDURAL FACT REGARDING RECIPROCAL DISCIPLINE**

62. Affiant states that on March 19, 2025, affiant was served with the State of Texas Disciplinary Counsel a Second Amended Petition for Reciprocal Disciples.
63. Affiant requested for the Board of Attorney Discipline to grant an extension of a Rule to show cause set for March 25, 2025, to file responsive pleading.

64. Affiant filed two Motion to dismiss.
65. On or about March 20, 2025, affiant states that while he conducting legal research on the internet affiant discovered and learned that on August 13, 2024, the petitioner filed a Petition for Reciprocal Discipline against the affiant.
66. Affiant states that affiant was not served with the Original Petition for Reciprocal.
67. Affiant states that Petitioner was allowed and submitted the Original Petition for Reciprocal Discipline with hearsay and highly prejudicial evidence without proper foundation and authentication on to the internet and social media, in doing so defame the Respondent.
68. In affiant's second motion to dismiss, affiant moved the board/court to strike all documents attached to the Petitions for Reciprocal Discipline.
69. Affiant states that the Petitioner failed to allow affiant adequate notice and opportunity to be heard before publicizing the Original and First Amended Petitions for Reciprocal Discipline on the internet and social media.
70. Petitioner by submitting its Petition for Reciprocal Discipline on the social media and internet violated affiant's due process and equal protection rights under the United States Constitution and Texas Constitution.
71. Affiant states by submitting its Petition for Reciprocal Discipline on the internet, Petitioner made it difficult and virtually impossible to present a fair defense and impaired affiant from being employed, impaired affiant's ability to have a livelihood in Texas and impaired his pursuit of life liberty and happiness as the Preambles of the United States Constitution guarantees.
72. On or about March 21, 2025, affiant states that he was emailed through the State Bar of Texas an unsigned United States Postal Service green card indicating that on March 19, 2025, Petitioner served affiant with the Second Petition for Reciprocal Discipline.
73. Affiant states that Petitioner ensured affiant would be ruled and assumed guilty before proving his innocence. **This flies in the face of the legal law and axion of a citizen is to be presume innocence until proven guilty.**

74. Affiant states the Petition fails to demonstrate that the affiant's actions in the original jurisdiction warrant similar disciplinary actions in this jurisdiction.
75. Affiant states that he was not afforded due process in the original disciplinary proceeding, in that, the affiant was not allowed an attorney nor was allowed to present at the Louisiana hearing to offer, file and introduce evidence into the record in the original proceeding in Louisiana.
76. Affiant states that irregular due process and lack of fairness in the original Louisiana jurisdiction renders the reciprocal discipline petition in Texas invalid and unenforceable in Texas jurisdiction.
77. Affiant states that the Louisiana disciplinary process was flawed by procedural irregularities.
78. Affiant states that there were and are differences in the legal definition and laws regarding the law of negligence in Louisiana as compared to Texas laws on negligence.
79. Affiant states that the Petitioner by placing the Petition for Reciprocal Discipline on the internet to make sure that affiant's right to a fair hearing and appeal were abrogated and his constitution rights were violated.
80. Affiant states that the Petitioner by placing the Petition for Reciprocal Discipline with evidence on the internet of the original discipline was insufficient and unbelievable to this fact finding Board.
81. Affiant states that the enforcement of reciprocal discipline in Texas, particularly for matters originating from Louisiana, is a complex process that requires careful consideration of procedural and substantive aspects of the original disciplinary action.
82. Affiant states that the BODA courts and disciplinary bodies failed to strive to uphold fairness and justice.
83. Affiant states that with respect to Reciprocal Discipline, the substantive law regarding negligence between Texas Law on Negligence; and Louisiana

Negligence are not identical, thus the reciprocal discipline application is not identical.

84. Affiant states Louisiana Negligence Law Louisiana uses a pure comparative negligence model --Louisiana Civil Code Article 2323 provides that in any action for damages where a person suffers injury, death, loss, the degree or percentage of fault of all persons causing or contributing to the injury, death or loss shall be determined, regardless of whether the person is a party to the action or a nonparty and regardless of the person's insolvency, ability to pay, immunity by statute, including but . . . if the a person suffers injury, death or loss as the result partly of his own negligence and partly as a result of the fault of another person or persons, the amount of damages recoverable shall be reduced in proportion to the degree or percentage of negligence attributable to the person suffering the injury, death or loss. However, according to Texas Negligence Law -- Texas uses a modified comparative negligence model. Texas Civil Practice and Remedies Code Section 33.001 provides that a plaintiff may not recover damages if their percentage of responsibility is greater than 50 percent of responsibility for each plaintiff, each defendant, each settling person, each responsible third party.
85. Affiant stated that it is a non-binding policy of imposing reciprocal sanctions on a Texas licensee who has been disciplined unfairly by another licensing authority of another state if the conduct would not have been sanctionable had the alleged misconduct happened in Texas.
86. Affiant states that the disciplinary action in Louisiana was based on circumstances that differ significantly from those in the State of Texas.
87. Affiant states that the findings in Louisiana were not supported by substantial evidence.
88. Affiant states that the disciplinary procedures in Louisiana did not afford him due process rights guaranteed under the law.

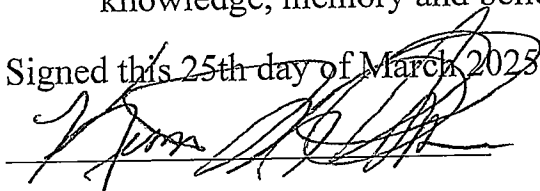
## CONCLUSION

89. Based on the foregoing, affiant respectfully request that the petitions for reciprocal discipline be dismissed and that no further disciplinary action be taken against affiant in the state of Texas.

Cause No. 69894

90. Affiant declares that the foregoing is true and correct to the best of affiant's knowledge, memory and belief.

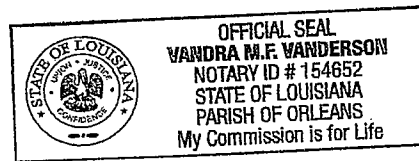
Signed this 25<sup>th</sup> day of March 2025

  
Kenneth Michael Plaisance

Subscribed and sworn to before me

this 25<sup>th</sup> day of March 2025.

  
NOTARY PUBLIC



~~At~~ Exhibit #2

Police

Report



TOTAL NUMBER OF  
VEHICLES INVOLVED **02**STATE OF LOUISIANA  
UNIFORM MOTOR VEHICLE TRAFFIC CRASH REPORT

170614161044887

DATE OF CRASH **06142017** TIME (DDMM) **1508** DISTRICT/ZONE **7B03** TROOP **30.00410** LAT. **90.01505** LONG. **01** PAGE #  
PARISH **ORLEANS** PARISH CODE **36** CITY OR TOWN **NEW ORLEANS** CITY CODE **1** F-17081-17  
CRASH OCCURRED ON  
A. INTERSTATE  
B. U.S. HWY  
C. STATE HWY  
D. PARISH ROAD  
E. CITY STREET  
F. OFF ROAD  
G. PRIVATE PROPERTY  
H. TOLL ROAD  
**E**  
HIGHWAY # **W** MILEPOST **6600** ROADWAY NAME **ALMONASTER**  
STREET/HIGHWAY **JOURDAN** ☐ AT INTERSECTION ☒ NOT AT INTERSECTION  
DISTANCE **0.6** MILES ☒ FEET **W** NE SW SE  
STREET/HIGHWAY **JOURDAN** ☐ AT INTERSECTION ☐ NOT AT INTERSECTION  
DISTANCE **0.6** MILES ☐ FEET **W** NE SW SE  
WORK ZONE ☐ HIT & RUN ☐  
PUBLIC PROPERTY DAMAGE ☐ PHOTOS MADE ☐  
AIR TRAIL APPROVED ☐ FATALITY ☐  
PED ☒ INJURY ☐

WRITE APPROPRIATE LETTER IN BLOCK CONTRIBUTING FACTORS AND CONDITIONS

|  |   |   |  |  |
|--|---|---|--|--|
| ROAD SURFACE<br>(ONE PER COLUMN)<br><b>A</b><br>A. DRY<br>B. WET<br>C. SNOW/SLUSH<br>D. ICE<br>E. CONTAMINANT<br>(SAND, MUD,<br>DIRT, OIL, ETC.)<br>Y. UNKNOWN<br>Z. OTHER                   | ROADWAY CONDITIONS<br><b>A</b><br>A. NO ABNORMALITIES<br>B. SHOULDER ABNORMALITY<br>C. HOLES<br>D. DEEP RUTS<br>E. SURFS<br>F. LOOSE SURFACE MATERIAL<br>G. CONSTRUCTION, REPAIR<br>H. OVERHEAD CLEARANCE LIMITED<br>I. CONSTRUCTION - NO WARNING<br>J. PREVIOUS CRASH<br>K. WATER ON ROADWAY<br>L. ANIMAL IN ROADWAY<br>M. OBJECT IN ROADWAY<br>Z. OTHER | TYPE OF ROADWAY<br><b>D</b><br>A. ONE-WAY ROAD<br>B. TWO-WAY ROAD WITH<br>NO PHYSICAL SEPARATION<br>C. TWO-WAY ROAD WITH A<br>PHYSICAL SEPARATION<br>D. TWO-WAY ROAD WITH A<br>PHYSICAL BARRIER<br>Y. UNKNOWN<br>Z. OTHER | ALIGNMENT<br><b>A</b><br>A. STRAIGHT-LEVEL<br>B. STRAIGHT-LEVEL ELEVATED<br>C. CURVE-LEVEL<br>D. CURVE-LEVEL ELEVATED<br>E. ON GRADE-STRAIGHT<br>F. ON GRADE-CURVE<br>G. HILLCREST-STRAIGHT<br>H. HILLCREST-CURVE<br>I. DIP HUMP-STRAIGHT<br>J. DIP HUMP-CURVE<br>Y. UNKNOWN<br>Z. OTHER | PRIMARY FACTOR<br><b>A</b><br>A. VIOLATIONS<br>B. MOVEMENT PRIOR TO CRASH<br>C. VISION OBSCUREMENTS<br>D. CONDITION OF DRIVER<br>E. VEHICLE CONDITIONS<br>F. ROAD SURFACE<br>G. ROADWAY CONDITION<br>H. LIGHTING<br>I. WEATHER<br>J. TRAFFIC CONTROL<br>K. KIND OF LOCATION<br>L. CONDITION OF PEDESTRIAN<br>M. PEDESTRIAN ACTIONS |
| WEATHER<br><b>B</b><br>A. CLEAR<br>B. CLOUDY<br>C. RAIN<br>D. FOG/SMOKE<br>E. SLEET/RAIL<br>F. SNOW<br>G. SEVERE CROSSWIND<br>H. BLOWING SAND, SOIL,<br>DIRT, SNOW<br>Y. UNKNOWN<br>Z. OTHER | KIND OF LOCATION<br><b>C</b><br>A. MANUFACTURING OR INDUSTRIAL<br>B. BUSINESS CONTINUOUS<br>C. BUSINESS, MIXED RESIDENTIAL<br>D. RESIDENTIAL DISTRICT<br>E. RESIDENTIAL SCATTERED<br>F. SCHOOL OR PLAYGROUND<br>G. OPEN COUNTRY<br>Z. OTHER   | RELATION TO ROADWAY<br><b>A</b><br>A. ON ROADWAY<br>B. SHOULDER<br>C. MEDIAN<br>D. BEYOND SHOULDER - LEFT<br>E. BEYOND SHOULDER - RIGHT<br>F. BEYOND RIGHT OF WAY<br>G. GORE<br>Y. UNKNOWN<br>Z. OTHER                    | ACCESS CONTROL<br><b>A</b><br>A. NO CONTROL<br>(UNLIMITED ACCESS TO<br>ROADWAY)<br>B. PARTIAL CONTROL<br>(LIMITED ACCESS TO ROADWAY)<br>C. FULL CONTROL<br>(ONLY RAMP ENTRANCE & EXIT)<br>Y. UNKNOWN<br>Z. OTHER   | LIGHTING<br><b>A</b><br>A. DAYLIGHT<br>B. DARK - NO STREET<br>LIGHTS<br>C. DARK - CONTINUOUS STREET<br>LIGHT<br>D. DARK - STREET LIGHT AT<br>INTERSECTION ONLY<br>E. DUSK<br>F. DAWN<br>Y. UNKNOWN<br>Z. OTHER   |

|                           |                               |                             |                                    |  |                         |                   |                     |                        |                       |                  |
|---------------------------|-------------------------------|-----------------------------|------------------------------------|--|-------------------------|-------------------|---------------------|------------------------|-----------------------|------------------|
| A. PASSENGER CAR          | D. A, B, C, OR S WITH TRAILER | G. OFF-ROAD VEHICLE         | J. BUS W/SEATS FOR 9-15 OCCUPANTS  | M. SINGLE UNIT TRUCK W/3 AXLES OR MORE | Q. TRACTOR SEMI-TRAILER | T. FARM EQUIPMENT | A. BUS              | D. FLATBED             | G. AUTO TRANSPORTER   | J. HOPPER        |
| B. LT. TRUCK (P.U., ETC.) | E. MOTORCYCLE                 | H. EMERGENCY VEHICLE IN USE | K. BUS W/SEATS FOR 16 OR MORE OCC. | N. TRUCK/ TRAILER                      | R. TRUCK DOUBLE         | V. MOTOR HOME     | B. VAN/ENCLOSED BOX | E. DUMP TRUCK/ TRAILER | H. LOG TRUCK/ TRAILER | K. POLE TRAILER  |
| C. VAN                    | F. PEDALCYCLE                 | I. SCHOOL BUS               | L. SINGLE UNIT TRUCK W/2 AXLES     | P. TRUCK/ TRACTOR                      | S. SUV                  | Z. OTHER          | C. CARGO TANK       | F. CONCRETE MIXER      | I. GARBAGE/ REFUSE    | X. NO CARGO BODY |

EMERGENCY SERVICES ☒ AMBULANCE **1508** **1514** **1530** **1545** ☐ RESCUE UNIT  
AMBULANCE SERVICE **EMS** FIRE DEPARTMENT

NAME OF AGENCY **NEW ORLEANS POLICE DEPARTMENT** TIME OF NOTIFICATION **1602** TIME OF ARRIVAL **1617** TIME ALL LANES OPENED **0000**  
INVESTIGATING AGENCY **NEW ORLEANS POLICE DEPARTMENT** INVESTIGATING POLICE AGENCY **B** A. STATE 1 PARISH B. CITY 2 OTHER  
INVESTIGATION COMPLETE **Y** DATE REPORT COMPLETED **06142017**  
SPRIGGINS, DEBRA  
INVESTIGATING OFFICER'S NAME (PRINT)  
SIGNATURE **860** BADGE # **860** SUPERVISOR'S INITIALS OR BADGE #

STATE OF LOUISIANA  
UNIFORM MOTOR VEHICLE TRAFFIC CRASH REPORT  
VEHICLE/PEDESTRIAN

COMPUTER NUMBER  
170614161044887

PAGE #  
02

01 VEH # OR PEDESTRIAN

CONF A CARBO BODY TYPE X see page 1 for selections YEAR 1995 MAKE BUICK MODEL LESABRE # DOORS 4 # AXLES 2 # TIRES 4

V.I.N. 1G4HP52LXSH527871

VEHICLE TOWED A A YES B NO C LEFT AT SCENE

REMOVED BY GREEN ACRES

LICENSE PLATE 2019 LA YVG710 TYPE PASSENGER

GWR/GCWR

REASON TOWED A VEHICLE DAMAGE B DRIVER ARRESTED C INSURANCE VIOLATION D OTHER A

TRAILER DESCRIPTION NONE

LICENSE PLATE YEAR STATE NUMBER

VEHICLE CLASSIFICATION COMMERCIAL BUSINESS VEHICLE GOVERNMENT VEHICLE PERSONAL VEHICLE X

COMPLETE INFORMATION BELOW IF THIS VEHICLE IS BEING USED FOR COMMERCIAL/BUSINESS, & HAS A GVWR/GCWR IN EXCESS OF 10,000 LBS., OR HAS A HAZMAT PLACARD, OR IS A BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER.

US DOT #

MC/MX ("ICC") #

CARRIER NAME

STREET ADDRESS: CITY STATE ZIP

INTERSTATE CARRIER Y/N N TRANSPORTING HAZARDOUS MATERIAL Y/N N CLASS ID# PLACARDS DISPLAYED Y/N N HAZ MAT RELEASED Y/N N

NAME (LAST, FIRST, MI) OF DRIVER PEDESTRIAN

TAYLOR LARRY

DATE OF BIRTH 04281976

| DOB | LAST | FIRST | MI | DOB | LAST | FIRST | MI | DOB | LAST | FIRST | MI |
|-----|------|-------|----|-----|------|-------|----|-----|------|-------|----|
| A   | A    | A     | A  | D   | M    | B     | 4  | 1   | C    |       |    |

STREET ADDRESS 2513 GALLIER

TELEPHONE #

CITY NEW ORLEANS

STATE LA

ZIP

70117

STATE CLASS ENDORSEMENTS DRIVER'S LICENSE NUMBER

LA E 8215080

INSTRUCTED TO EXCHANGE INFORMATION

Y/N N

NAME OF FACILITY

TRANSPORTED TO MEDICAL FACILITY A YES B NO C REFUSED AD B NO Y UNKNOWN B

PEDESTRIAN ONLY UPPER BODY CLOTHING LIGHT DARK LOWER BODY CLOTHING LIGHT DARK SEX RACE AGE INJURY CODE

OWNER'S NAME (LAST, FIRST, MI OR COMPANY NAME)

X SAME AS Driver

TELEPHONE #

STREET ADDRESS

CITY STATE ZIP

INSURANCE CO. NAME PROGRESSIVE

NOT AGENCY NAME

POLICY NUMBER 907163379

EXPIRATION DATE 11072017

AGENT'S NAME/ADDRESS N/A

PHONE # 800-776-4737

| SEATING POSITION  | EJECTION   | TRAPPED OR EXTRICATED  | AIRBAG  | OCCUPANT PROTECTION SYSTEM USED  | INJURY   |
|---|--|--|---|--|--|
| A - FRONT SEAT-LEFT SIDE (MOTORCYCLE DRIVER)<br>B - FRONT SEAT-MIDDLE<br>C - FRONT SEAT-RIGHT SIDE<br>D - SECOND SEAT-LEFT SIDE (MOTORCYCLE PASSENGER)<br>E - SECOND SEAT-MIDDLE<br>F - SECOND SEAT-RIGHT SIDE<br>G - THIRD ROW-LEFT SIDE (MOTORCYCLE PASSENGER)<br>H - THIRD ROW-MIDDLE<br>I - THIRD ROW-RIGHT SIDE<br>J - SLEEPER SECTION OF CAB (TRUCK)<br>K - PASSENGER IN OTHER ENCLOSED PASSENGER OR CARGO AREA (NON-TRAILING UNIT)<br>L - PASSENGER IN OTHER UNENCLOSED PASSENGER OR CARGO AREA (NON-TRAILING UNIT)<br>M - PASSENGER ON TRAIL OR STREETCAR<br>N - TRAILING UNIT<br>O - RIDING ON VEHICLE EXTERIOR (NON-TRAILING UNIT)<br>P - UNKNOWN | A - NOT EJECTED<br>B - TOTALLY EJECTED<br>C - PARTIALLY EJECTED<br>Y - UNKNOWN | A - NOT TRAPPED<br>B - TRAPPED/EXTRICATED<br>C - TRAPPED/NOT EXTRICATED<br>Y - UNKNOWN | A - DEPLOYED<br>B - NON DEPLOYED<br>C - NON-DEPLOY-ED/SWITCH OFF<br>D - NOT APPLICABLE<br>Y - UNKNOWN | A - NONE USED-VEHICLE OCCUPANT<br>B - SHOULDER BELT ONLY USED<br>C - LAP BELT ONLY USED<br>D - SHOULDER AND LAP BELT USED<br>E - CHILD SAFETY SEAT IMPROPERLY USED<br>F - CHILD SAFETY SEAT USED<br>G - HELMET USED<br>Y - RESTRAINT USE UNKNOWN | A - FATAL<br>B - INCAPACITATING/SEVERE<br>C - NON-INCAPACITATING/MODERATE<br>D - POSSIBLE/COMPLAINT<br>E - NO INJURY |

WRITE APPROPRIATE LETTER IN BLOCK

## CONTRIBUTING FACTORS AND CONDITIONS

|  |  |  |  |   |  |
|--|--|--|--|---|--|
| <b>VISION OBSCUREMENTS</b> <b>N</b><br>A. RAIN, SNOW, ETC. ON WINDSHIELD<br>B. WINDSHIELD OTHERWISE OBSCURED<br>C. VISION OBSCURED BY LOAD<br>D. TREES, BUSHES, ETC.<br>E. BUILDING<br>F. EMBANKMENT<br>G. SIGN BOXES<br>H. HILLCREST<br>I. PARKED VEHICLES<br>J. MOVING VEHICLES<br>K. BLANDED BY HEADLIGHTS<br>L. BLANDED BY SUNGLARE<br>M. OBSTRUCTED BY NEON LIGHTS IN FIELD OF VIEW<br>N. NO OBSCUREMENTS<br>O. UNKNOWN<br>P. OTHER   |  | <b>CONDITION OF DRIVER/PEDE</b> <b>A</b><br>A. NORMAL<br>B. INATTENTIVE<br>C. DISTRACTED<br>D. ILLNESS<br>E. FATIGUED<br>F. APPARENTLY ASLEEP/BLACKOUT<br>G. DRINKING ALCOHOL - IMPAIRED<br>H. DRINKING ALCOHOL - NOT IMPAIRED<br>I. DRUG USE - IMPAIRED<br>J. DRUG USE - NOT IMPAIRED<br>K. PHYSICAL IMPAIRMENT (EYES, EAR, LIMBS)<br>L. UNKNOWN<br>M. OTHER  |  | <b>SEQUENCE OF EVENTS/HARMFUL EVENTS</b><br>S. MOTOR VEHICLE IN TRANSPORT<br>T. PARKED MOTOR VEHICLE<br>U. STRUCK BY FALLING, SHIFTING, CARCASS OR ANYTHING SET IN MOTION BY MOTOR VEHICLE<br>V. WORK ZONE/MAINTENANCE EQUIPMENT<br>W. OTHER NON-FIXED OBJECT<br>X. COLLISION WITH FIXED OBJECT<br>Y. IMPACT ATTENUATOR/CRASH CUSHION<br>Z. BRIDGE OVERHEAD STRUCTURE<br>AA. BRIDGE PIER OR SUPPORT<br>AB. CULVERT<br>AC. CURB<br>AD. DITCH<br>AE. EMBANKMENT<br>AF. GUARDRAIL FACE<br>AG. GUARDRAIL END<br>AH. CONCRETE TRAFFIC SUPPORT<br>AI. OTHER TRAFFIC BARRIER<br>AJ. TREE (STANDING)<br>AK. UTILITY POLE/LIGHT SUPPORT<br>AL. TRAFFIC SIGN SUPPORT<br>AM. TRAFFIC SIGNAL SUPPORT<br>AN. OTHER POST, POLE, OR SUPPORT<br>AO. FENCE<br>AP. MAILBOX<br>AQ. OTHER FIXED OBJECT (WALL, BUILDING, TUNNEL, ETC.)<br>AR. UNKNOWN<br>1st <b>S</b><br>2nd<br>3rd<br>4th<br><b>MOST HARMFUL EVENT</b> <b>S</b>                                   |  |
| <b>VIOLATION</b> <b>D</b><br>A. EXCEEDING STATED SPEED LIMIT<br>B. EXCEEDING SAFE SPEED LIMIT<br>C. FAILURE TO YIELD<br>D. FOLLOWING TOO CLOSELY<br>E. DRIVING LEFT OF CENTER<br>F. CUTTING IN, IMPROPER PASSING<br>G. FAILURE TO SIGNAL<br>H. MADE WIDE RIGHT TURN<br>I. CUT CORNER ON LEFT TURN<br>J. TURNED FROM WRONG LANE<br>K. OTHER IMPROPER TURNING<br>L. OBSCURED TRAFFIC CONTROL<br>M. IMPROPER STARTING<br>N. IMPROPER PARKING<br>O. FAILED TO SET OUT FLARES, FLARES<br>P. FAILED TO DIM HEADLIGHTS<br>Q. VEHICLE CONDITION<br>R. DRIVER CONDITION<br>S. CARELESS OPERATION<br>T. IMPROPER BACKING<br>U. NO VIOLATIONS<br>V. UNKNOWN<br>W. OTHER |  | <b>DRIVER DISTRACTION</b> <b>E</b><br>A. CELL PHONE<br>B. OTHER ELECTRONIC DEVICE (PAGER, PALM PILOT, NAVIGATION DEVICE, ETC.)<br>C. OTHER INSIDE THE VEHICLE<br>D. OTHER OUTSIDE THE VEHICLE<br>E. NOT DISTRACTED<br>F. UNKNOWN   |  | <b>MOVEMENT PRIOR TO CRASH</b> <b>B</b><br>A. STOPPED<br>B. PROCEEDING STRAIGHT AHEAD<br>C. TRAVELING WRONG WAY<br>D. BACKING<br>E. CROSSED MEDIAN INTO OPPOSING LANE<br>F. CROSSED CENTER LINE INTO OPPOSING LANE<br>G. RAN OFF ROAD (NOT WHILE MAKING TURN AT INTERSECTION)<br>H. CHANGING LANES ON MULTI-LANE ROAD<br>I. MAKING LEFT TURN<br>J. MAKING RIGHT TURN<br>K. STOPPED (PREPARING TO, OR MAKING U-TURN)<br>L. MAKING TURN, DIRECTION UNKNOWN<br>M. STOPPED, PREPARING TO TURN LEFT<br>N. STOPPED, PREPARING TO TURN RIGHT<br>O. SLOWING TO MAKE LEFT TURN<br>P. SLOWING TO MAKE RIGHT TURN<br>Q. SLOWING TO STOP<br>R. PROPERLY PARKED<br>S. PARKING MANEUVER<br>T. ENTERING TRAFFIC FROM SHOULDER<br>U. ENTERING TRAFFIC FROM MEDIAN<br>V. ENTERING TRAFFIC FROM PARKING LANE<br>W. ENTERING TRAFFIC FROM PRIVATE LANE OR DRIVEWAY<br>X. ENTERING FREEWAY FROM ON RAMP<br>Y. LEAVING FREEWAY VIA OFF RAMP<br>Z. OTHER OR UNKNOWN |  |
| <b>TRAFFIC CONTROL</b> <b>R</b><br>A. STOP SIGN<br>B. YIELD SIGN<br>C. RED SIGNAL ON<br>D. YELLOW SIGNAL ON<br>E. GREEN SIGNAL ON<br>F. GREEN TURN ARROW ON<br>G. RIGHT TURN ON RED<br>H. LIGHT PHASE UNKNOWN<br>I. FLASHING YELLOW<br>J. FLASHING RED<br>K. OFFICER, FLAGMAN<br>L. NO CROSSING, SIGN<br>M. RR CROSSING, SIGNAL<br>N. RR CROSSING, NO CONTROL<br>O. WARNING SIGN (SCHOOL, ETC.)<br>P. SCHOOL FLASHING SPEED SIGN<br>Q. YELLOW NO PASSING LANE<br>R. WHITE DASHED LINE<br>S. YELLOW DASHED LINE<br>T. BIKE LANE<br>U. CROSSWALK<br>V. NO CONTROL<br>W. UNKNOWN<br>X. OTHER  |  | <b>REASON FOR MOVEMENT</b> <b>P</b><br>A. TO AVOID OTHER VEHICLE<br>B. TO AVOID PEDESTRIAN<br>C. TO AVOID ANIMAL<br>D. TO AVOID OTHER OBJECT<br>E. PASSING<br>F. VEHICLE OUT OF CONTROL, NOT PASSING<br>G. VEHICLE OUT OF CONTROL, PASSING<br>H. FOR TRAFFIC CONTROL<br>I. DUE TO CONGESTION<br>J. DUE TO PRIOR CRASH (COLLISION)<br>K. DUE TO DRIVER CONDITION<br>L. DUE TO DRIVER VIOLATION<br>M. DUE TO VEHICLE CONDITION (FAILURE)<br>N. DUE TO PAVEMENT CONDITION<br>O. HIGH WIND<br>P. NORMAL MOVEMENT<br>Q. UNKNOWN<br>R. OTHER |  | <b>VEHICLE CONDITION</b> <b>K</b><br>A. DEFECTIVE BRAKES<br>B. DEFECTIVE HEADLIGHTS<br>C. DEFECTIVE REAR LIGHTS<br>D. DEFECTIVE SIGNAL LIGHTS<br>E. ALL LIGHTS OUT<br>F. DEFECTIVE STEERING<br>G. TIRE FAILURE<br>H. WORN OR SMOOTH TIRES<br>I. ENGINE FAILURE<br>J. DEFECTIVE SUSPENSION<br>K. NO DEFECTS OBSERVED<br>L. UNKNOWN<br>M. OTHER<br><b>ALCOHOL/DRUG INVOLVEMENT</b><br>A. NEITHER ALCOHOL NOR DRUGS<br>B. YES-ALCOHOL<br>C. YES-DRUGS<br>D. YES-ALCOHOL AND DRUGS<br>E. UNKNOWN<br>ALCOHOL.....<br>A. TEST REFUSED<br>B. NO TEST GIVEN<br>C. TEST GIVEN, RESULTS PENDING<br>D. TEST GIVEN, BAC.....<br>DRUGS.....<br>A. TEST NOT GIVEN<br>B. TEST GIVEN, RESULTS PENDING<br>C. TEST REFUSED<br>D. DRUGS REPORTED (SPECIFY IN NARRATIVE)<br>AFFIX BLOOD ALCOHOL KIT LABEL HERE<br>(OR ENTER BLOOD ALCOHOL KIT NUMBER)   |  |
| <b>PEDESTRIAN ACTIONS</b><br>A. CROSSING, ENTERING ROAD AT INTERSECTION<br>B. CROSSING, ENTERING ROAD NOT AT INTERSECTION<br>C. WALKING IN ROAD - WITH TRAFFIC<br>D. WALKING IN ROAD - AGAINST TRAFFIC<br>E. SLEEPING IN ROADWAY<br>F. STANDING IN ROADWAY<br>G. GETTING ON OR OFF OTHER VEHICLE<br>H. PUSHING, WORKING ON VEHICLE IN ROAD<br>I. OTHER WORKING IN ROADWAY<br>J. PLAYING IN ROADWAY<br>K. NOT IN ROADWAY<br>L. UNKNOWN<br>M. OTHER  |  | <b>VEHICLE LIGHTING</b> <b>B</b><br>A. HEADLIGHTS ON<br>B. HEADLIGHTS OFF<br>C. DAYTIME RUNNING LIGHTS<br>D. UNKNOWN<br><b>TRAFFIC CONTROL CONDITIONS</b> <b>A</b><br>A. CONTROLS FUNCTIONING<br>B. CONTROLS NOT FUNCTIONING<br>C. CONTROLS OBSCURED<br>D. LANE MARKING UNCLEAR OR DEFECTIVE<br>E. NO CONTROLS<br>F. UNKNOWN   |  | <b>VEHICLE</b> <b>B</b><br>A. HEADLIGHTS ON<br>B. HEADLIGHTS OFF<br>C. DAYTIME RUNNING LIGHTS<br>D. UNKNOWN   |  |

| DIRECTION BEFORE CRASH |                             | FINAL LOCATION | DISTANCE TRAVELED | SPEED |        | SKIDMARK DATA (FEET) |    |    |    |
|------------------------|-----------------------------|----------------|-------------------|-------|--------|----------------------|----|----|----|
| HEADED                 | ON HIGHWAY, STREET OR DRIVE | OF VEHICLES    | AFTER IMPACT      | EST.  | POSTED | FT                   | FL | RR | RL |
| <b>E</b>               | <b>N E</b><br><b>S W</b>    | ALMONASTER     | ON ROAD           | UNK   | 40     | 0                    | 0  | 0  | 0  |

| DAMAGE TO VEHICLE          |  |
|----------------------------|--|
| AREA DAMAGED               | EXTENT OF DEFORMITY  |
|                            | A. NONE<br>B. VERY MINOR<br>C. MINOR<br>D. MODERATE<br>E. MODERATE<br>F. MODERATE/SEVERE<br>G. SEVERE<br>H. HEAVY SEVERE<br>I. UNKNOWN |
| 1ST <b>A</b><br>2ND<br>3RD | 1ST <b>H</b><br>2ND<br>3RD   |

| QTY. REQ. | VEH. REQ. | B.S. OR QRD. NO. |
|-----------|-----------|------------------|
| J891645   | X         | 154-401          |
|           |           |                  |
|           |           |                  |
|           |           |                  |
|           |           |                  |

NOTICE OF INSURANCE VIOLATION ☐

DTS

INVESTIGATING OFFICER'S INITIALS

STATE OF LOUISIANA  
UNIFORM MOTOR VEHICLE TRAFFIC CRASH REPORT  
VEHICLE/PEDESTRIAN

COMPUTER NUMBER 170614161044887 PAGE # 04

02 VEH # OR PEDESTRIAN

CONF CARBO BODY TYPE YEAR MAKE MODEL # DOORS # AXLES # TIRES  
P B see page 1 for selections 2008 PETERBILT 388 2 5 18

V.I.N. 1XPWD49X38D749996 VEHICLE TOWED B A. YES B. NO C. LEFT AT SCENE REMOVED BY

LICENSE PLATE YEAR STATE NUMBER TYPE TRUCK GWR/GCWR REASON TOWED  
2017 NE 196868 TRUCK A. VEHICLE DAMAGE B. DRIVER ARRESTED C. INSURANCE VIOLATION D. OTHER

TRAILER DESCRIPTION YEAR MAKE TYPE LICENSE PLATE YEAR STATE NUMBER  
2016 TIMPTE BOX NE 247489

VEHICLE CLASSIFICATION COMMERCIAL BUSINESS VEHICLE X GOVERNMENT VEHICLE PERSONAL VEHICLE

COMPLETE INFORMATION BELOW IF THIS VEHICLE IS BEING USED FOR COMMERCIAL/BUSINESS, & HAS A GVWR/GCWR IN EXCESS OF 10,000 LBS., OR HAS A HAZMAT PLACARD, OR IS A BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER. US DOT # MC/MX ("ICC") #

CARRIER NAME STREET ADDRESS CITY STATE ZIP 68932

INTERSTATE CARRIER Y/N Y TRANSPORTING HAZARDOUS MATERIAL Y/N N CLASS ID# PLACARDS DISPLAYED Y/N N HAZ MAT RELEASED Y/N N

NAME (LAST, FIRST, MI) OF DRIVER X PEDESTRIAN JAMES TRAVIS DATE OF BIRTH 03281974

STREET ADDRESS 537 STEWART CITY CAMPBELL TELEPHONE # 308-390-3374

STATE NE ZIP 68932

MAIL CLASS ENDORSEMENTS DRIVER'S LICENSE NUMBER NE A TN V00321862 Y/N N NAME OF FACILITY

PEDESTRIAN ONLY UPPER BODY CLOTHING LOWER BODY CLOTHING SEX RACE AGE INJURY CODE

OWNER'S NAME (LAST, FIRST, MI OR COMPANY NAME) Same as Driver TELEPHONE #

STREET ADDRESS CITY STATE ZIP

INSURANCE CO. NAME PROGRESSIVE POLICY NUMBER 039301970 EXPIRATION DATE 09222017

AGENT'S NAME/ADDRESS SKUPA PHONE # 800-444-4487

| SEATING POSITION   | EJECTION   | TRAPPED OR EXTRICATED  | AIRBAG  | OCCUPANT PROTECTION SYSTEM USED  | INJURY   |
|--|--|--|---|--|--|
| A - FRONT SEAT-LEFT SIDE (MOTORCYCLE DRIVER)<br>B - FRONT SEAT-MIDDLE<br>C - FRONT SEAT-RIGHT SIDE<br>D - SECOND SEAT-LEFT SIDE (MOTORCYCLE PASSENGER)<br>E - SECOND SEAT-MIDDLE<br>F - SECOND SEAT-RIGHT SIDE<br>G - THIRD ROW-LEFT SIDE (MOTORCYCLE PASSENGER)<br>H - THIRD ROW-MIDDLE<br>I - THIRD ROW-RIGHT SIDE | J - SLEEPER SECTION OF CAMP TRUCK<br>K - PASSENGER IN OTHER ENCLOSED PASSENGER OR CARGO AREA (NON-TRAILING UNIT)<br>L - PASSENGER IN OTHER UNENCLOSED PASSENGER OR CARGO AREA (NON-TRAILING UNIT)<br>M - PASSENGER ON TRAILER OR STREETCAR<br>N - TRAILING UNIT<br>O - DRIVER OR VEHICLE EXTERIOR (NON-TRAILING UNIT)<br>P - UNKNOWN | A - NOT TRAPPED<br>B - TRAPPED/EXTRICATED<br>C - TRAPPED/NOT EXTRICATED<br>Y - UNKNOWN | A - DEPLOYED<br>B - NON DEPLOYED<br>C - NON-DEPLOY-ED/SWITCH OFF<br>D - NOT APPLICABLE<br>Y - UNKNOWN | A - NONE USED-VEHICLE OCCUPANT<br>B - SHOULDER BELT ONLY USED<br>C - LAP BELT ONLY USED<br>D - SHOULDER AND LAP BELT USED<br>E - CHILD SAFETY SEAT IMPROPERLY USED<br>F - CHILD SAFETY SEAT USED<br>G - HELMET USED<br>Y - RESTRAINT USE UNKNOWN | A - FATAL<br>B - INCAPACITATING/SEVERE<br>C - NON-INCAPACITATING/MODERATE<br>D - POSSIBLE/COMPLAINT<br>E - NO INJURY |

WRITE APPROPRIATE LETTER IN BLOCK

## CONTRIBUTING FACTORS AND CONDITIONS

| VISION<br>OBSCUREMENTS  |  | CONDITION<br>OF DRIVER/PEO   |  | SEQUENCE OF EVENTS/HARMFUL EVENTS   |  |
|---|--|--|--|---|--|
| <p><b>VISION OBSCUREMENTS</b></p> <p>A. RAIN, SNOW, ETC. ON WINDSHIELD</p> <p>B. WINDSHIELD OTHERWISE OBSCURED</p> <p>C. VISION OBSCURED BY LOAD</p> <p>D. TREES, BUSHES, ETC.</p> <p>E. BUILDING</p> <p>F. EMBANKMENT</p> <p>G. SIGN/BOARDS</p> <p>H. HILLCREST</p> <p>I. PARKED VEHICLES</p> <p>J. MOVING VEHICLES</p> <p>K. BLANDED BY HEADLIGHTS</p> <p>L. BLANDED BY SUNGLARE</p> <p>M. DISTRACTED BY NEON LIGHTS IN FIELD OF VIEW</p> <p>N. NO OBSCUREMENTS</p> <p>Y. UNKNOWN</p> <p>Z. OTHER</p>   |  | <p><b>CONDITION OF DRIVER/PEO</b></p> <p>A. NORMAL</p> <p>B. INATTENTIVE</p> <p>C. DISTRACTED</p> <p>D. ILLNESS</p> <p>E. FATIGUED</p> <p>F. APPARENTLY ASLEEP/BLACKOUT</p> <p>G. DRINKING ALCOHOL - IMPAIRED</p> <p>H. DRINKING ALCOHOL - NOT IMPAIRED</p> <p>I. DRUG USE - IMPAIRED</p> <p>J. DRUG USE - NOT IMPAIRED</p> <p>K. PHYSICAL IMPAIRMENT (EYES, EARS, LIMBS)</p> <p>L. UNKNOWN</p> <p>Z. OTHER</p>  |  | <p><b>SEQUENCE OF EVENTS/HARMFUL EVENTS</b></p> <p><b>NON-COLLISION</b></p> <p>A. OVERTURN/ROLL-OVER</p> <p>B. FIRE/EXPLOSION</p> <p>C. IMMERISION</p> <p>D. JACKKNIFE</p> <p>E. GARGUEN/LOSS OF SHIFT</p> <p>F. FELL/JUMPED FROM MOTOR VEHICLE</p> <p>G. THROWN OR FALLING OBJECT</p> <p>H. EQUIPMENT FAILURE (BLOWN TIRE, BRAKE FAILURE, ETC.)</p> <p>I. SEPARATION OF UNITS IN TRANSPORT</p> <p>J. RAN OFF ROAD RIGHT</p> <p>K. RAN OFF ROAD LEFT</p> <p>L. CROSSED MEDIAN/CENTERLINE</p> <p>M. DOWNHILL RUNAWAY</p> <p>N. OTHER NON-COLLISION</p> <p><b>COLLISION WITH PERSON, MOTOR VEHICLE OR NON-FIXED OBJECT</b></p> <p>A. PEDESTRIAN</p> <p>B. BICYCLE</p> <p>C. RAILWAY VEHICLE (TRAIN, ENGINE)</p> <p>D. ANIMAL</p> <p><b>COLLISION WITH FIXED OBJECT</b></p> <p>X. IMPACT AFTER/BEFORE CRASH CUSHION</p> <p>Y. BRIDGE OVERHEAD STRUCTURE</p> <p>Z. BRIDGE PIER OR SUPPORT</p> <p>AA. BRIDGE RAIL</p> <p>BB. CULVERT</p> <p>CC. CURB</p> <p>DD. DITCH</p> <p>EE. EMBANKMENT</p> <p>FF. GUARDRAIL FACE</p> <p>GG. GUARDRAIL END</p> <p>HH. CONCRETE TRAFFIC SUPPORT</p> <p>II. OTHER TRAFFIC BARRIER</p> <p>JJ. TREE (STANDING)</p> <p>KK. UTILITY POLE/POST SUPPORT</p> <p><b>TRAFFIC SIGN SUPPORT</b></p> <p>LL. TRAFFIC SIGN SUPPORT</p> <p>MM. TRAFFIC SIGNAL SUPPORT</p> <p>NN. OTHER POST, POLE, OR SUPPORT</p> <p>OO. FENCE</p> <p>PP. MAILBOX</p> <p>QQ. OTHER FIXED OBJECT (WALL, BUILDING, TUNNEL, ETC.)</p> <p>YY. UNKNOWN</p> |  |
| <p><b>VIOLATION</b></p> <p>A. EXCEEDING STATED SPEED LIMIT</p> <p>B. EXCEEDING SAFE SPEED LIMIT</p> <p>C. FAILURE TO YIELD</p> <p>D. FOLLOWING TOO CLOSELY</p> <p>E. DRIVING LEFT OF CENTER</p> <p>F. CUTTING IN, IMPROPER PASSING</p> <p>G. FAILURE TO SIGNAL</p> <p>H. MAKE WIDE RIGHT TURN</p> <p>I. CUT CORNER ON LEFT TURN</p> <p>J. TURNED FROM WRONG LANE</p> <p>K. OTHER IMPROPER TURNING</p> <p>L. DISOBEYED TRAFFIC CONTROL</p> <p>M. IMPROPER STARTING</p> <p>N. IMPROPER PARKING</p> <p>O. FAILED TO SET OUT FLARES, FLARES</p> <p>P. FAILED TO DIM HEADLIGHTS</p> <p>Q. VEHICLE CONDITION</p> <p>R. DRIVER CONDITION</p> <p>S. CARELESS OPERATION</p> <p>T. IMPROPER BACKING</p> <p>U. NO VIOLATIONS</p> <p>V. UNKNOWN</p> <p>Z. OTHER</p> |  | <p><b>REASON FOR MOVEMENT</b></p> <p>A. TO AVOID OTHER VEHICLE</p> <p>B. TO AVOID PEDESTRIAN</p> <p>C. TO AVOID ANIMAL</p> <p>D. TO AVOID OTHER OBJECT</p> <p>E. PASSING</p> <p>F. VEHICLE OUT OF CONTROL, NOT PASSING</p> <p>G. VEHICLE OUT OF CONTROL, PASSING</p> <p>H. FOR TRAFFIC CONTROL</p> <p>I. DUE TO CONGESTION</p> <p>J. DUE TO PRIOR CRASH (COLLISION)</p> <p>K. DUE TO DRIVER CONDITION</p> <p>L. DUE TO DRIVER VIOLATION</p> <p>M. DUE TO VEHICLE CONDITION (FAILURE)</p> <p>N. DUE TO PAVEMENT CONDITION</p> <p>O. HIGH WIND</p> <p>P. NORMAL MOVEMENT</p> <p>Y. UNKNOWN</p> <p>Z. OTHER</p> |  | <p><b>MOVEMENT PRIOR TO CRASH</b></p> <p>A. STOPPED</p> <p>B. PROCEEDING STRAIGHT AHEAD</p> <p>C. TRAVELING WRONG WAY</p> <p>D. BACKING</p> <p>E. CROSSED MEDIAN INTO OPPOSING LANE</p> <p>F. CROSSED CENTER LINE INTO OPPOSING LANE</p> <p>G. RAN OFF ROAD (NOT WHILE MAKING TURN AT INTERSECTION)</p> <p>H. CHANGING LANES ON MULTI-LANE ROAD</p> <p>I. MAKING LEFT TURN</p> <p>J. MAKING RIGHT TURN</p> <p>K. STOPPED, PREPARING TO, OR MAKING U-TURN</p> <p>L. MAKING TURN OR CHANGING LANE UNKNOWN</p> <p>M. STOPPED, PREPARING TO TURN LEFT</p> <p>N. STOPPED, PREPARING TO TURN RIGHT</p> <p>O. SLOWING TO MAKE LEFT TURN</p> <p>P. SLOWING TO MAKE RIGHT TURN</p> <p>Q. SLOWING TO STOP</p> <p>R. IMPROPERLY PARKED</p> <p>S. PARKING MANEUVER</p> <p>T. ENTERING TRAFFIC FROM SHOULDER</p> <p>U. ENTERING TRAFFIC FROM MEDIAN</p> <p>V. ENTERING TRAFFIC FROM PARKING LANE</p> <p>W. ENTERING TRAFFIC FROM PRIVATE LANE OR DRIVEWAY</p> <p>X. ENTERING FREEWAY FROM ON RAMP</p> <p>Y. LEAVING FREEWAY VIA OFF RAMP</p> <p>Z. OTHER OR UNKNOWN</p>  |  |
| <p><b>TRAFFIC CONTROL</b></p> <p>A. STOP SIGN</p> <p>B. YIELD SIGN</p> <p>C. RED SIGNAL ON</p> <p>D. YELLOW SIGNAL ON</p> <p>E. GREEN SIGNAL ON</p> <p>F. GREEN TURN ARROW ON</p> <p>G. RIGHT TURN ON RED</p> <p>H. LIGHT PHASE UNKNOWN</p> <p>I. FLASHING YELLOW</p> <p>J. FLASHING RED</p> <p>K. OFFICER, FLAGMAN</p> <p>L. NO CROSSING, SIGN</p> <p>M. RR CROSSING, SIGNAL</p> <p>N. RR CROSSING, NO CONTROL</p> <p>O. WARNING SIGN (SCHOOL, ETC.)</p> <p>P. SCHOOL FLASHING SPEED SIGN</p> <p>Q. YELLOW NO PASSING LANE</p> <p>R. WHITE DASHED LINE</p> <p>S. YELLOW DASHED LINE</p> <p>T. BIKE LANE</p> <p>U. CROSSWALK</p> <p>V. NO CONTROL</p> <p>Y. UNKNOWN</p> <p>Z. OTHER</p>   |  | <p><b>PEDESTRIAN ACTIONS</b></p> <p>A. CROSSING, ENTERING ROAD AT INTERSECTION</p> <p>B. CROSSING, ENTERING ROAD NOT AT INTERSECTION</p> <p>C. WALKING IN ROAD - WITH TRAFFIC</p> <p>D. WALKING IN ROAD - AGAINST TRAFFIC</p> <p>E. SLEEPING IN ROADWAY</p> <p>F. STANDING IN ROADWAY</p> <p>G. GETTING ON OR OFF OTHER VEHICLE</p> <p>H. PUSHING, WORKING ON VEHICLE IN ROAD</p> <p>I. OTHER WORKING IN ROADWAY</p> <p>J. PLAYING IN ROADWAY</p> <p>K. NOT IN ROADWAY</p> <p>Y. UNKNOWN</p> <p>Z. OTHER</p>   |  | <p><b>VEHICLE CONDITION</b></p> <p>A. DEFECTIVE BRAKES</p> <p>B. DEFECTIVE HEADLIGHTS</p> <p>C. DEFECTIVE REAR LIGHTS</p> <p>D. DEFECTIVE SIGNAL LIGHTS</p> <p>E. ALL LIGHTS OUT</p> <p>F. DEFECTIVE STEERING</p> <p>G. TIRE FAILURE</p> <p>H. WORN OR SMOOTH TIRES</p> <p>I. ENGINE FAILURE</p> <p>J. DEFECTIVE SUSPENSION</p> <p>K. NO DEFECTS OBSERVED</p> <p>Y. UNKNOWN</p> <p>Z. OTHER</p> <p><b>VEHICLE LIGHTING</b></p> <p>A. HEADLIGHTS ON</p> <p>B. HEADLIGHTS OFF</p> <p>C. DAYTIME RUNNING LIGHTS</p> <p>Y. UNKNOWN</p> <p><b>TRAFFIC CONTROL CONDITIONS</b></p> <p>A. CONTROLS FUNCTIONING</p> <p>B. CONTROLS NOT FUNCTIONING</p> <p>C. CONTROLS OBSCURED</p> <p>D. LANE MARKING UNCLEAR OR DEFECTIVE</p> <p>E. NO CONTROLS</p> <p>Y. UNKNOWN</p> <p><b>ALCOHOL/DRUG INVOLVEMENT</b></p> <p>ALCOHOL/DRUGS SUSPECTED</p> <p>A. NEITHER ALCOHOL NOR DRUGS</p> <p>B. YES-ALCOHOL</p> <p>C. YES-DRUGS</p> <p>D. YES-ALCOHOL AND DRUGS</p> <p>Y. UNKNOWN</p> <p>ALCOHOL</p> <p>A. TEST REFUSED</p> <p>B. NO TEST GIVEN</p> <p>C. TEST GIVEN, RESULTS PENDING</p> <p>D. TEST GIVEN, BAC</p> <p>DRUGS</p> <p>A. TEST NOT GIVEN</p> <p>B. TEST GIVEN, RESULTS PENDING</p> <p>C. TEST REFUSED</p> <p>D. DRUGS REPORTED (SPECIFY IN NARRATIVE)</p>  |  |

| DIRECTION BEFORE CRASH |                             | FINAL LOCATION OF VEHICLES | DISTANCE TRAVELED AFTER IMPACT | SPEED |        | SKIDMARK DATA (FEET) |    |    |    |   |   |   |
|------------------------|-----------------------------|----------------------------|--------------------------------|-------|--------|----------------------|----|----|----|---|---|---|
| HEADED                 | ON HIGHWAY, STREET OR DRIVE |                            |                                | EST   | POSTED | FR                   | FL | RR | RL |   |   |   |
| E                      | NE<br>SW                    | ALMONASTER                 | ON ROAD                        | UNK   | U      | N                    | K  | 4  | 0  | 0 | 0 | 0 |

| DAMAGE TO VEHICLE  |  |
|--|--|
| <p><b>AREA DAMAGED</b></p> <p>A. UNDER CARRIAGE</p> <p>B. TOTAL</p> <p>C. OTHER</p> <p>D. NONE</p> <p>Y. UNKNOWN</p> | <p><b>EXTENT OF DEFORMITY</b></p> <p>A. NONE</p> <p>B. VERY MINOR</p> <p>C. MINOR</p> <p>D. MODERATE</p> <p>E. MODERATE</p> <p>F. MODERATE/SEVERE</p> <p>G. SEVERE</p> <p>H. VERY SEVERE</p> <p>Y. UNKNOWN</p> |

CRASH NO.

VEH. REG.

B.S. OR CRD. NO.

NOTICE OF INSURANCE VIOLATION

DTS

INVESTIGATING OFFICER'S INITIALS

OFFICER'S NARRATIVE: DESCRIBE ANY UNUSUAL CIRCUMSTANCES ASSOCIATED WITH CRASH, INCLUDING OFFICER'S OBSERVATIONS AND OPINIONS.  
INCLUDE WITNESS NAMES, ADDRESSES, PHONE NUMBERS, ETC.

PAGE #

06

IF NECESSARY, INDICATE DAMAGE TO PUBLIC OR PRIVATE PROPERTY (WITH OWNER'S NAME & ADDRESS) AT THE END OF THE NARRATIVE

## REFER TO EACH BY VEHICLE NUMBER

UPON ARRIVAL TO THE SCENE, DRIVER AND PASSENGER IN VEHICLE 1 HAD BEEN TAKEN TO UNIVERSITY HOSPITAL FOR MODERATE INJURIES. VEHICLE 1 HAD COME TO A REST IN THE RIGHT LANE, EAST ON ALMONASTER AVE IN FRONT CRESCENT CROWN. VEHICLE 2 HAD PULLED TO THE RIGHT SHOULDER ON ALMONASTER AVE(WEST). DRIVER 2, WHO DID NOT GIVE A WRITTEN STATEMENT, STATED HE WAS DRIVING EAST ON ALMONASTER AVE IN THE RIGHT LANE WHEN HE WAS STUCK BY VEHICLE 1. DRIVER 2 STATED HE WAS DRIVING AT A LOW RATE OF SPEED BECAUSE HE WAS LOST. DRIVER 2 WENT ON TO SAY HIS EMERGENCY LIGHTS WERE ACTIVATED TO ALERT MOTORIST OF HIS SLOW MOVEMENT. AS DRIVER 2 REACHED A TURN AROUND LOCATED IN FRONT 6600 ALMONASTER AVE, DRIVER 2 ACTIVATED HIS LEFT SIGNAL. AS DRIVER 2 SLOWED TO MAKE THE LEFT TURN, DRIVER 2 WAS STRUCK IN THE REAR BY VEHICLE 1. OFFICER SPRIGGINS RELOCATED TO UNIVERSITY HOSPITAL AND SPOKE WITH DRIVER 1, LARRY TAYLOR JR. DRIVER 1, WHO WAS UNABLE TO GIVE A WRITTEN STATEMENT, STATED HE WAS DRIVING EAST ON ALMONASTER AVE WHEN HE STRUCK THE REAR OF VEHICLE 2. DRIVER 1, WHO WAS DRIVING IN THE RIGHT LANE, STATED DRIVER 2 WAS DRIVING IN THE MIDDLE OF THE ROADWAY AS THOUGH HE WAS LOST. DRIVER 1 STATED ALL OF A SUDDEN, DRIVER 2 CAME TO A SUDDEN STOP. DRIVER 1 TRIED TO AVOID DRIVER 2 BY CHANGING TO THE LEFT LANE, BUT STRUCK VEHICLE 2 ON ITS LEFT REAR WHEEL AND LADDER. DRIVER 1 SUSTAIN AN INJURY TO HIS LEG AND PASSENGER IN VEHICLE 1 SUSTAINED A SEVERE LACERATION TO HIS FOREHEAD. NO WITNESSES CAME FORWARD. DRIVER 1 AT FAULT, CITED\*\*FOLLOWING TOO CLOSE(154-401)\*\*

|  |          |         |             |           |           |           |            |            |                  |                      |       |                        |
|--|----------|---------|-------------|-----------|-----------|-----------|------------|------------|------------------|----------------------|-------|------------------------|
| NON-COLLISION<br>WITH MOTOR<br>VEHICLE | REAR-END | HEAD-ON | RIGHT ANGLE | LEFT TURN | LEFT TURN | LEFT TURN | RIGHT TURN | RIGHT TURN | SIDEWIDE<br>SAME | SIDEWIDE<br>OPPOSITE | OTHER | MANNER OF<br>COLLISION |
| A                                      | B        | C       | D           | E         | F         | G         | H          | I          | J                | K                    | L     | B                      |

6600 ALMONASTER

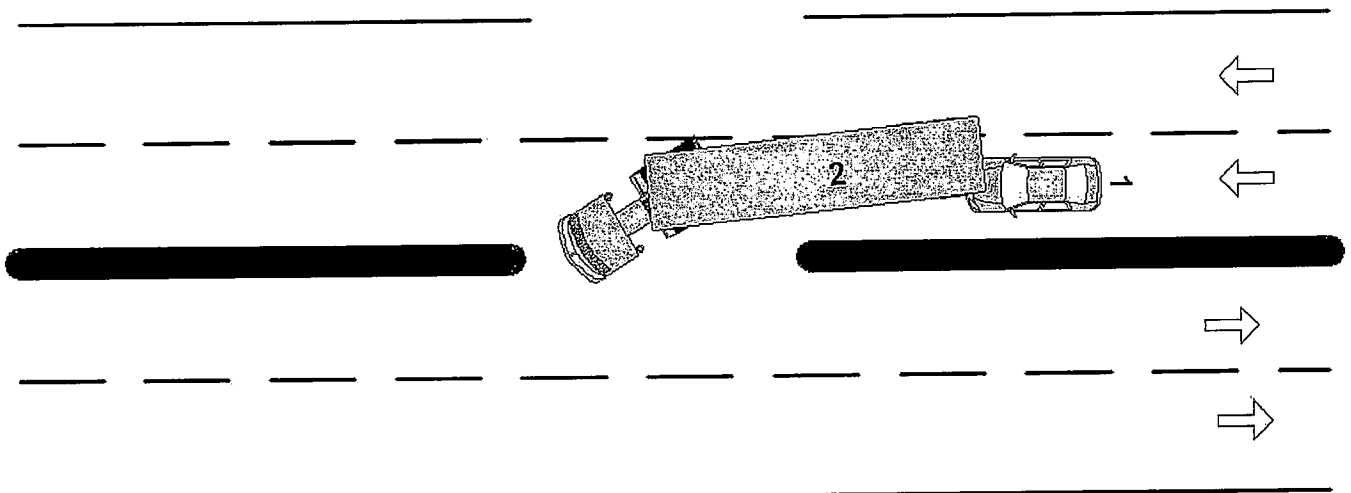


Exhibit #3

Picture of Sean







Exhibit #4

9/4/2020

Gmail - Complaint I filed against Mr. Ecuyer with the Office of Disciplinary Counsel



Kenneth Plaisance <kplaws88@gmail.com>

---

## Complaint I filed against Mr. Ecuyer with the Office of Disciplinary Counsel

1 message

Fri, Sep 4, 2020 at 9:57 AM

**Kenneth Plaisance** <kplaws88@gmail.com>

To: Kimberly Sibley <ksibley@ladb.org>

Dear Mr. Kennedy:

Although I sent my complaint against Mr. Ecuyer to you, a lady handled my complaint against Mr. Ecuyer. She said that ODC said that since this is a fee dispute (including his claim against me) this was to be handled in another venue (federal or state court)--not the Office of Disciplinary Counsel.

So, I forgot about his complaint against me because it was a fee dispute. Can you consolidate my complaint against Mr. Ecuyer with Complaint # 38024, and offer, file and introduce my letter to you dated December 27, 2019 as evidence.

Kenneth M. Plaisance 504 905-1888



---

**KENNETH PLAISANCE COMPLAINT AGAINST MICHAEL ECUYER 122919.pdf**

1803K

**LAW OFFICES OF  
KENNETH M. PLAISANCE  
5415 SEMINARY PLACE  
NEW ORLEANS, LOUISIANA 70126**

**KENNETH M. PLAISANCE  
ATTORNEY AT LAW  
NOTARY PUBLIC  
MEMBER OF THE BAR  
UNITED STATES SUPREME COURT,  
WASHINGTON, D. C.**

**TEL: (504) 905-1888  
FAX: (888) 412-3988**

***Admitted in Louisiana and Texas  
LLM in Employment Law***

December 27, 2019

**VIA: FACSIMILE -225-293-3300**

Robert Kennedy Jr.  
Deputy Disciplinary Counsel  
Louisiana Attorney Disciplinary Board  
Office of the Disciplinary Counsel  
4000 S. Sherwood Forest Blvd., Suite 607  
Baton Rouge, Louisiana 70816

RE: Ethical Conduct Complaint  
Michael J. Ecuyer  
Gainsburgh, Benjamin, David, Meunier & Washauer, LLC  
2800 Energy Centre  
1100 Poydras  
New Orleans, Louisiana 70163

Derryberry Zips Wade PLLC  
100 E. Ferguson Street  
Suite 1212  
Tyler, Texas 75702  
903 526-2767  
Fax: 903 526 2714

Dear Mr. Kennedy:

I submit the following ethical conduct complaint concerning Michael Ecuyer and Gainsburgh, Benjamin, David Meunier & Washauer LLC and Derryberry, Zips, Wade, PLLC a Texas Law firm (pro hac vice) under the reporting requirements of Rule 8.3 of the Louisiana Rules of Professional Conduct.

I am concern that these law firms, in the case of *Melvia Hodges obo the minor Lawan Rousell Civil Action No 18 cv 05889* failed to be diligent in requesting attorneys' fees for issues of bad faith under La. R. S. 22:1892 and La. R. S. 22:1973. It would have been appropriate to pursue and obtain attorneys fee separate from the amount that was settled for. Michael J. Ecuyer and Derryberry Zips and Wade PLLC undertook legal services for plaintiff in connection with an 18 wheeler automobile accident case in which plaintiff sustained serious multiple injuries and it component issues.

At all times, Michael J. Ecuyer and Derryberry Zips and Wade PLLC defendants held themselves out as competent in the area of law and trail court experience dealing with the legal matters (including bad faith litigation) for which plaintiff retained the legal services of

---

<sup>1</sup> LA-R.S. 22:1892 provides that: (In pertinent part)

(1) All insurers issuing any type of contract, shall pay the amount of any claim due to any insured within thirty days (30) after receipt of satisfactory proof of loss from the insured or any party in interest.

R.S. 22:1892 permits 50 percent penalties and attorney's fees against insurance companies for failure to pay claim within 30 days of receipt of satisfactory proof of loss.

It is well settled that a "Satisfactory Proof of Loss" is only that which is "sufficient to fully apprise the insurer of the insured's claim." *McDill*, 475 So. 2d at 1089. See also *Hart v. Allstate Ins. Co.*, 437 So. 2d 823, 828 (La. 1983). In addition, with regard to the form of a proof of loss, the court has stated that proof of loss is a flexible requirement to advise an insurer of the facts of the claim," and that "it need not be in any formal style," *Sevier v. U. S. Fid. & Guar. Co.*, 497 So. 2d 1380 (La. 1986).

LSA R.S. 22:1973 imposes an affirmative duty to fairly and promptly settle claims. If an insurer fails to promptly settle claims, the claimant shall be awarded penalties assessed against the insurer in an amount not to exceed two times the damages sustained or five thousand, which ever is greater.

LSA R.S. 22:1973 provides that:

- A. an insurer including but not limited to a foreign line and surplus line insurer owes to its insured a duty of good faith and fair dealing. The insurer has an affirmative duty to adjust claims fairly and promptly and to make reasonable efforts to settle claims with the insured or the claimant, or both. Any insurer who breaches these duties shall be liable for any damages sustained as a result of the breach.
- B. Any one of the following acts, if knowingly committed or performed by an insurer, constitutes a breach of the insurer's duties imposed in Subsection A:
  - (1) Misrepresenting pertinent facts or insurance policy provisions relating to any coverage at issue
- C. In addition to any general or special damages to which a claimant or insured is entitled for breach of the imposed duty, the claimant may be awarded penalties assessed against insured in an amount not to exceed two times the damages sustained or five thousand dollars, whichever is greater.

Robert Kennedy Jr.  
December 27, 2019  
Page 3

Michael J. Ecuyer and Derryberry Zips and Wade PLLC. Plaintiff and Michael J. Ecuyer and Derryberry Zips and Wade PLLC acted under an attorney/client relationship in which Michael J. Ecuyer and Derryberry Zips Wade PLLC undertook the litigation and trial aspect of Mr. Rousell case in federal court.

Michael J. Ecuyer and Derryberry, Zips, and Wade PLLC were required to exercise the due diligence in determining and implementing a legal strategy in trial court to be followed to achieve the plaintiff's legal goals. As a fiduciary to plaintiff, Michael J. Ecuyer and Derryberry Zips and Wade PLLC were obligated to treat all information relating to plaintiff's representation as essential, and to zealously represent the plaintiff's interest, including but not limited to, pursuing bad faith issues under Louisiana R. S. 22:1892 and R.S. 22:1973 b (1) Misrepresenting pertinent facts or insurance policy provisions relating to any coverage at issue, in order, to obtain attorneys' fees against the insurance company. Instead of taking the attorneys' fees from the client, Michael J. Ecuyer and Derryberry Zips and Wade PLLC should have requested attorneys' fees and penalties from the insurance company separate and addition from the general and special damages owed.

Before Michael J. Ecuyer and Derryberry, Zips, and Wade PLLC were involved, plaintiff(s) requested Progressive Insurance Company to at least pay the medical bills to the insured(s). But the insurance company failed or refused to pay Lawan's medical bills within 60-days of adequate proof of loss. Plaintiff requested Travis James' (defendant) insurance policy information regarded coverage from Progressive on several occasions, but Progressive failed to present a certified true copy of Mr. James' policy and explanation the coverage. According to *Kelly v. State Farm Fire and Casualty Insurance Company*, 169 So. 3d 328(La 2015), the Louisiana Supreme Court held that an insurer can be found liable for bad faith failure to settle under La. R. S. 22:1973, and held that an insurer can be found liable under La. R. S. 22:1973(B)(1), misrepresenting pertinent facts or insurance policy provisions related to any coverage at issues. Misrepresentation is when an insurer either makes untrue statements to an insured concerning pertinent facts or fails to divulge pertinent fact relating to any coverage. Here, Michael J. Ecuyer and Derryberry Zips, Wade PLLC failed to be diligent to address those issues. Plaintiff was entitled to attorneys' fees and penalties.

In the course of handling the legal matter(s) for the plaintiff, Michael J. Ecuyer and Derryberry Zips and Wade PLLC negligently failed to act with a degree of competence generally possessed by attorneys in the State of Louisiana who hand legal matters similar to plaintiff's case.

Here, even without expert testimony, a legal duty is breached when the attorney failed to recognized such an obvious encroachment upon plaintiff to recover **all** that client can from the case and to properly advised plaintiff to that regard.

Robert Kennedy Jr.  
December 27, 2019  
Page 4

Here, Michael J. Ecuyer and Derryberry Zips and Wade PLLC did not adequately and properly advise clients as to client's legal rights regarding attorneys' fees and penalties under S. 22:1892 and R. S. 22:1973 and thus, grave error and omission on Michael J. Ecuyer and Derryberry Zips Wade PLLC's part in which a reasonable prudent member of the profession acting under accepted standards of that profession in this locality would have known. Therefore, the Michael J. Ecuyer and Derryberry Zips and Wade PLLC wasn't diligent in their acts and omissions toward the client.

As legal counsel for client, Michael J. Ecuyer and Derryberry Zips and Wade PLLC owed to Lawan duties of professional care, **diligence** and skill.

### **COLLECTING UNREASONABLE FEES**

My other concern is that the above mention law firms charge an unreasonable fee Rule 1.5 fees of the Rules of Professional Conduct provides that;

- a) A lawyer shall not make an agreement for, charge, or collect an **unreasonable fee** or an unreasonable amount for expenses.
- c) A fee may be contingent on the outcome of the matter for which the service is rendered. . . **A contingent fee agreement shall be in a writing signed by the client. A copy or duplicate original of the executed agreement shall be given to the client at the time of execution of the agreement.** The contingency fee agreement shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal; the litigation and other expenses that are to be deducted before or after the contingent fee is calculated.

Contingent fee contracts involve mandate or agency. *Louque v. Dejan*, 56 So. 427 (1911), stands for the proposition that the relationship between the client and attorney is not merely a contract, but is a fiduciary relationship of a personal nature. Disciplinary Rule 2-110 (B)(4) The attorney has no right to retain fees not earned, DR 2-110(A)(3).

The lawyer, of course, is nevertheless entitled to be compensated for the value of his services actually performed. . . *Oil Purchasers, Inc. v. W. J Kuehling*, 334 So. 2d 420 (La. 1976).

Here, complainant did a lot of work, if not most of the work on behalf of Lawan. Complainant also negotiated a settlement for \$ 325,000.00 before Mr. Ecuyer was involved..

Robert Kennedy Jr.  
December 27, 2019

Page 5

Complainant is concerned that respondents took the case and settled the case for the same amount that complainant negotiated the case for. Complainant states that the amount that respondents settled for was far less than advisable. You see, according to *Gordon v. Levet*, 96-600 (La. App. 5 Cir. 1/15/97; 688 So. 2d 57), the court of appeals affirmed the lower courts award of \$ 3,000,000.00 for general damages plus future medical bills of \$ 633,589.00 for multiple injuries for a serious accident. Again, Lawan was entitled to more than \$ 3,500,000.00 plus TWO TIME THE GENERAL AND SPECIAL DAMAGES PLUS ATTORNEYS FEES under La. R. S. 22:1892 and La. R. S. 22:1973.

Moreover, this was a double insured case. Progressive Insurance Company insured both Mr. Taylor and Mr. James (defendant). Lawan was an insured as well under the umbrella policies of Progressive. Progressive treated Mr. Lawan's claims under the insurance contract differently than the claims for coverage under Mr. James's policy. This was discrimination.<sup>2</sup>

Finally, the question was "who was the real party to the suit with respect to Lawan Rousell?" It was stated that the grandfather (Reverend Rousell) and/or the grandmother were the true guardian of Lawan Rousell. The biological parents gave their parental rights to Lawan to Reverend Rousell. Should anything further be required, please feel free to contact me.

With best regards, I am

Very truly yours,



Kenneth M. Plaisance

**2 DISCRIMINATION AGAINST THE INSURED**

LA-R.S. 22:1963 provides that:

"No person shall engage in this state in any trade practice which is defined in this Part to be an unfair method of competition or an unfair and deceptive act or practice in the conduct of the business of insurance."

LA-R.S. 22:1964 subsection 14 provides that:

"The following are declared to be unfair methods of competition and unfair or deceptive acts or practices in the business of insurance:

7 c. Violating the provision of R. S. 22:34

La-R. S. 22:34 Discrimination prohibited

No insurer shall make or permit any unfair discrimination in favor of particular individuals or persons or between insureds . . . or expense elements, in terms or conditions of any insurance contract, or in the rate or

Exhibit #5

Letter from

LADB

MAKING the Complaint

the Chair Board.





www.ladb.org

## LOUISIANA ATTORNEY DISCIPLINARY BOARD

2800 Veterans Memorial Blvd., Suite 310

Metairie, Louisiana 70002

Phone: (504) 834-1488 • Fax: (504) 834-1449 • 1-800-489-8411

January 18, 2022

**(Via U.S. Mail)**

Kenneth M. Plaisance  
1148 Silber Road, Apt. 1123  
Houston, Texas 77055

**(Via E-File)**

Robert S. Kennedy, Jr.  
Deputy Disciplinary Counsel  
4000 S. Sherwood Forest Blvd., Suite 607  
Baton Rouge, LA 70816

RE: KENNETH M. PLAISANCE  
DOCKET NO. 21-DB-066

Dear Counsel:

Enclosed is the Notice of Scheduling Conference and Committee Hearing with the Proposed Scheduling Order, showing that this matter has been scheduled before Hearing Committee #08. Please follow the instructions given on the notice.

If you have any questions, please do not hesitate to contact me.

Kindest Regards,

*Mildred B. Williams*  
Mildred B. Williams  
Docket Clerk

Encls./mbw

cc: Hearing Committee #09

☛ Michael J. Ecuyer - Chair ☛  
Colin W. Reingold - Lawyer Member  
Amanda D. Diliberto - Public Member

*Exhibit 4*

Exhibit 6  
Letter to  
La. Chief Justice

LAW OFFICES OF  
KENNETH M. PLAISANCE  
1148 SILBER ROAD SUITE 1123  
HOUSTON TEXAS 77055

TEL: (504) 905-1888  
FAX: (888) 412-3988  
KPLAWS88@GMAIL.COM

KENNETH M. PLAISANCE  
ATTORNEY AT LAW  
NOTARY PUBLIC  
MEMBER OF THE BAR  
UNITED STATES SUPREME COURT,  
WASHINGTON, D. C.

Admitted to practice in Texas and Louisiana  
LLM in Employment Law

SUPREME COURT OF LOUISIANA  
Filed

JAN 19 2022

*Therese D. Kolman*  
Clerk

January 19, 2022

John L. Weimer  
Chief Justice of the Louisiana Supreme Court  
400 Royal Street  
Suite 4200  
New Orleans, Louisiana 70130-8102

Re: In Re: Kenneth Plaisance  
Louisiana Bar Roll no. 19738  
Disciplinary Board docket no. 21 DB 0066  
INVESTIGATION INTO DISCRIMINATION  
COLLUSION AND POSSIBLE ACTIONS  
OF THE BOARD CRIMINAL BEHAVIOR

Dear Chief Justice:

I am requesting that the Louisiana Supreme Court investigate into a possible cover up and favoritism regarding the Louisiana Attorney Disciplinary Board and Disciplinary Counsel. I received a letter dated January 18, 2022, from the Louisiana Disciplinary Board stating the Attorney Michael Ecuyer is the chairman on the board. (Exhibit number 1) Well Mr. Ecuyer brought and submitted a complaint against me regarding a case in 2018-- Melvia Hodges et al. v. Travis James et al. I asked for my attorneys fees from Mr. Ecuyer. However, Mr. Ecuyer accused me of having a conflict of interest and non-waivable conflict of interest. I submitted a complaint against Mr. Ecuyer and asserted that he did not represent the plaintiff diligently, and did not request attorney fees for bad faith. The Disciplinary Counsel denied my complaint against Mr. Ecuyer and closed it

John L. Weimer  
Chief Justice of the Louisiana Supreme Court  
January 19, 2022  
Page 2

out, but went forward with Mr. Ecuyer's complaint against me. I answered the complaint and a deposition was taken. On December 13, 2021, the Disciplinary Counsel present a formal charge against me. (Exhibit number 2) On or about January 4, 2022, I went to Baton Rouge where the Disciplinary Counsel is located (Sherwood Blvd) and attempted to submit my answer(s) to the formal charges. Ms. Kimberly at the Office of Disciplinary Counsel refused to accept my answer to the formal charges and refused to clock in my copy of my answer(s) to the formal charge. I was told to file my answers to the formal charges at the Louisiana Disciplinary Board on Veterans Blvd Metairie Louisiana. I hand delivered my answers to the Disciplinary Board and the receptionist/clerk clocked my answers in. (See: exhibit 3) The clerk said Ms. Kimberly at the Disciplinary Counsel's Office should have allowed me to submit my answers and clock in my copy. Nevertheless, on January 18, 2022, I went to the Louisiana Attorney Disciplinary Board's Office in Metairie to clock in my affidavit. I was told that I could not have my affidavit entered or clocked into the record, and was told to go to the Office of Disciplinary Counsel to submit my affidavit. (See Affidavit exhibit Number 4 ) I told the clerk that the Disciplinary Counsel will not allow me to introduce my affidavit, because they did not allow me to submit my answer on January 4, 2022. On January 18, 2022, I received a letter from the Louisiana Attorney Disciplinary Board giving the date and scheduling order. Ironically, at the bottom of the documents --the letter copied the letter and scheduling order to the chair of the board Michael Ecuyer--the very person that submitted the complaint and failed to pay me attorney fees. I was instrumental in referring the above mentioned case to him.

There is some discrimination, bad faith, violation of due process, chicanery, and collusion that is taken place at the Louisiana Attorney Disciplinary Board and Louisiana Disciplinary Counsel.

I would like a full blown investigation exploring discrimination favoritism, nepotism, retaliation, and cover ups with not only my case, but with several minority attorneys that were disciplined as compared to majority not being disciplined.

John L. Weimer  
Chief Justice of the Louisiana Supreme Court  
January 19, 2022  
Page 3

Nevertheless, can you see if you can expedite this investigation and order the Disciplinary Board to discontinue the hearing and/or dismiss the complaint against me.

Sincerely



*Kenneth M. Plaisance*