

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

JARREL CALDWELL,
Plaintiff,

V.

**LILLIAN LOZANO,
VICTORIANO TREVINO,
CARLOS DE ALEJANDRO, and
HARRIS COUNTY,**
Defendants.

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CAUSE NO. 4:14-CV-3044

TRIAL BY JURY DEMANDED

ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

Comes now Plaintiff, Jarrel Caldwell (hereafter “Caldwell” or “Plaintiff”) filing his Original Complaint, complaining of Lillian Lozano (hereafter “Lozano”), Victoriano Trevino (hereafter “Trevino”), and Carlos DeAlejandro (hereafter “DeAlejandro”), and Harris County (hereafter “the County”); and by way hereof, Plaintiff would show the following:

I. PARTIES

1. Plaintiff is a resident of this District and Division.
2. Defendant Lozano is the Administrative Captain at Harris County Constable Precinct 6 and may be served with process herein at her place of business,

Precinct No. 6, Harris County, 333 Lockwood, Houston, TX 77011-2596.

3. Defendant Trevino is Constable of Precinct 6, Harris County and may be served with process herein at his place of business, Precinct No. 6, Harris County, 333 Lockwood, Houston, TX 77011-2596.
4. Defendant, the County is an entity of government and may be served with process herein by serving Judge Ed Emmett, County Judge of Harris County, Houston, Texas, 1001 Preston, Suite 911, Houston, TX 77002.
5. Defendant DeAlejandro is Patrol Captain at Harris County Constable's Precinct 6 and may be served with process herein at his place of business, Precinct 6, Harris County, 333 Lockwood, Houston, TX 77011-2596.

II. JURISDICTION

This court has jurisdiction pursuant to Title 28 USCA, §§ 1331, and 1343.

III. ENABLING STATUTE

6. This suit is brought pursuant to Title 42 USCA, § 1983.
7. Caldwell brings this suit to address and remedy violations of his Constitutional rights, as secured to him by the United States Constitution, First, and Fourteenth Amendments.

IV. FACTS

8. Jarrel Caldwell is a 54 year old African American male, born and reared in Houston, Texas. Caldwell is a husband and father of three adult children.
9. A few years after graduating from high school, Caldwell began a career in law enforcement by attending the Harris County Sherriff's Department Police Academy in 1981, and in the same year began working as a Deputy in the Harris County Sheriff's department. During the mid-1980's, Caldwell left the Sheriff's Department and transferred to Montgomery County, Precinct 2 Constable's Office.
10. In 1987, Caldwell was hired at the University of Houston Police Academy Criminal Justice Center as an Instructor teaching potential police officers mechanics of arrest, firearms, arrest: search and seizure, intermediate weapons training, and tactical driving. In 1992, Caldwell was 1of only 5 people in the state of Texas who were certified to teach Intermediate Weapons Trainings, specifically with the PR-24 baton.
11. In November 1989, Caldwell joined Harris County, Precinct 7 Constable's Office as a Deputy. Only one year later in 1990 Caldwell received an unprecedented promotion from Deputy directly to Captain from then Constable A.B. Chambers because of Caldwell's knowledge, skills, and

ability. Caldwell became the youngest person to ever be promoted to Captain in Harris County.

12. As Captain, Caldwell supervised all personnel at Precinct 7; in the different divisions: 1) Patrol, 2) Traffic Enforcement, 3) Civil, 4) Warrants, and 5) DWI Enforcement, S.T.E.P. Caldwell was also assigned to teach at Precinct 7's Police Academy, and prepare the budget for Precinct 7.
13. In 1993 upon request from Fort Bend Precinct 2, Constable's Office, Caldwell conducted their Police Academy training.
14. Also upon request, in early 1997 Caldwell went to Kendleton Police Department to set up its Patrol and Traffic Enforcement Program.
15. In the latter part of 1997, Caldwell was hired as Deputy in the Patrol Department at Harris County Precinct 6, Constable's Office (hereafter "Precinct 6") by Trevino. In 1998, Caldwell became the Training Coordinator for Precinct 6.
16. In early 2000, Caldwell was promoted to Corporal at Precinct 6, and was also appointed by Trevino to rotate as Watch Command over the precinct. Watch Command, no matter his/her rank, has authority over all ranks to supervise and make critical decisions involving all matters within Precinct 6, in all of the different departments.

17. Throughout Caldwell's employment at Precinct 6, it was his duty to handle officer involved incidents, fleet accidents, media involvement at the precinct, officer suicides, Precinct 6's motorcycle fleet, among other things.
18. Lillian Lozano is the current Administrative Captain at Precinct 6.
19. Lillian Lozano began her career in law enforcement as a police officer at H.I.S.D. Police Department first then at Spring Branch Independent School District (hereafter "Spring Branch I.S.D.") in 1991.
20. In June 1999, Lozano was terminated from Spring Branch I.S.D. for allegedly falsifying her time sheet. It was determined that Lozano signed her time sheet and stated that she completed all of her hours for her shift; however, Lozano had actually left her shift with Spring Branch I.S.D. early and had taken an additional job elsewhere, so Lozano was effectively being paid by both Spring Branch I.S.D. and another employer for overlapping hours. In addition, to not following Spring Branch I.S.D. policy, by taking an extra job without getting written permission from the district Chief Chuck Brawner.
21. In alleged retaliation by Lozano for having been terminated by Spring Branch I.S.D. tax payers out of money, Lozano alleged that an officer at Spring Branch I.S.D. had sexually harassed her. After an investigation, it was

determined that there was no evidence to support Lozano's claim of sexual harassment.

22. Immediately upon being terminated for insubordination and falsifying time sheets in 1999, Lozano was hired by Defendant Trevino at Precinct 6 as a Reserves Deputy and then as a Deputy Truancy Officer at Houston Independent School District's Reagan High School. As a Truancy Officer, Lozano's duties were to report to and from Reagan High School, she rarely ever saw any other co-workers from Precinct 6 or went to the office. Lozano was paid by funds from a contract between Houston Independent School District and Precinct 6.
23. Lozano remained as a Truancy Officer until November 2012, and then at the ranks of Corporal and Sergeant and then was promoted to Administrative Lieutenant at Precinct 6.
24. Also, in November 2012 then Captain of Precinct 6 was Tyrone Berry, an African American on influence of Lozano, but Trevino, surprisingly created another Captain's position and promoted then Lieutenant Carlos DeAlejandro into the new Captain's position. These moves resulted in an open Lieutenant's position, and Trevino promoted Lozano into the opening as Lieutenant.

25. Also in November 2012, Vinctoriano Trevino, Constable for Harris County Precinct 6 for the past 25 years, was found to have allegedly failed to report cash campaign contributions, diverted money from his youth charity for personal use, and used deputies to serve eviction notices and then kept the delivery fees for himself, and therefore was charged with four felony indictments:
- a) 1 felony count of Misapplication of Fiduciary Reports;
 - b) 1 felony count of Abuse of Official Capacity; and
 - c) 2 felony counts of Tampering Governmental Record.
26. The charges stemmed from an investigation completed by the Harris County District Attorney's Office after an investigation of Trevino spanning more than a year, and interviews of 165 witnesses.
27. Precinct 6 has a contract with Housing and Urban Development (hereafter "HUD"). This contract allows employees of Precinct 6 to set up an offsite office at a specified HUD location and those officers assigned to HUD patrol HUD's housing projects in Houston. The HUD contract with Precinct 6 provides for a chain of command similar to Precinct 6 itself; there is a HUD Lieutenant, HUD Sergeant, and HUD Deputies.
28. In early 2013, when Precinct 6 was at risk of losing their contract with HUD because when the contract was up for renewal, HUD contacted Precinct 6

and sent them a list of criteria for job qualification for the Sergeant position at HUD. For their criteria HUD wanted someone with extensive patrol experience, extensive narcotics experience, knowledge of managing budgets, knowledge of training, and someone with a strong police enforcement background.

29. The only person at Precinct 6 that met the qualifications listed by HUD was Caldwell. However, Caldwell did not want to take the position because it would switch him to a contract employee, and contracts could be terminated in 30 days from notice from either Precinct 6 or HUD, and Caldwell did not want to run that kind of risk with his employment. However, Trevino and Lozano did not want to lose the HUD contract because it was bringing in a lot of income to Precinct 6, so Lozano approached Caldwell and asked if she and DeAlejandro could take him to lunch so they could discuss the HUD Sergeant position. Caldwell agreed to attend the lunch meeting. On Caldwell's way to the lunch meetin, DeAlejandro contacted Caldwell and told him that he could not attend and only Lozano and Caldwell would be meeting. At the lunch meeting, Caldwell reiterated to Lozano that he was not willing to take the HUD Sergeant position because of the lack of employment stability; however, Lozano continued to induce Caldwell into accepting the position with assurance of job stability.

30. During this time and unbeknownst to Caldwell, at the threat of HUD moving their contract to another precinct, Lozano and Trevino had written letters to HUD stating that Precinct 6 had the perfect person to fill the HUD Sergeant position: Jarrel Caldwell. In these letters Lozano and Trevino praised Caldwell and all of his hard work and diligence and addressed how great an officer he had been during his employment as a peace officer.
31. When Caldwell returned to Precinct 6 after the lunch meeting with Lozano he was approached by DeAlejandro about the HUD Sergeant Position. Caldwell also informed DeAlejandro that he was unwilling to take the HUD Sergeant position because of its employment instability. DeAlejandro bluntly informed Caldwell that if he did not take the HUD Sergeant position then 18 deputies at Precinct 6 would lose their jobs because Precinct 6 would no longer have the contract with HUD.
32. Caldwell, unwilling to allow the 18 deputies to lose their jobs even at the risk of his own job security, accepted the HUD Sergeant position. As HUD Sergeant, Caldwell supervised 18 deputies and ran his own offsite office.
33. After only a few months of being HUD Sergeant, Caldwell was promoted to HUD Lieutenant in March 2013.
34. In March 2013, Lozano approached Caldwell with a write up complaining of HUD Corporal Roiton Phillips, an African American male who was also

the Evening Shift Supervisor for HUD, alleging that Phillips was doing an extra job while he was absent from work on Sick Leave.

35. Since Caldwell was Phillips immediate supervisor, it was Caldwell's duty to investigate the situation and decide if the charge was true and if so, the degree of reprimand Phillips should receive.
36. The range of punishments for an officer that violates Precinct 6 rules can be as simple as verbal counseling and as severe as recommendation for termination; it is at the supervisor's discretion according to the Precinct's policies.
37. Caldwell asked Lozano if Phillips had followed the rules and contacted anyone of the supervisors to tell them he wanted to switch his time off requests. Lozano admitted, "Yes, but I wasn't going to answer his ass," and showed Caldwell a text message which Phillips sent her explaining that he wanted to change his sick day to a comp day, as he was permitted to do via Precinct 6 protocol.
38. Lozano's admission proved to Caldwell that Lozano had been in fact on notice that Phillips wanted to merely switch his requested time off, a practice historically permitted in the Precinct 6 office.

39. Lozano ended her conversation with Caldwell saying, “We need to fire his ass, that’s what we need to do!” referring to Phillips. Caldwell told Lozano to calm down and that he would look further into the situation.
40. The next day, Caldwell called Phillips into his office to investigate Lozano’s allegations. Caldwell determined that Phillips had been called on to do a security job at a shoe store, after he had already called in for a sick day, so Phillips called Lozano and wanted to switch his sick day to a comp day.
41. Established Precinct 6 protocol allows an employee the switch of time-off requests before or within a reasonable time after the time off has already been requested. Employees are allowed to correct any coding errors within 2 pay periods after the time off request was completed, which calculates to four weeks.
42. Phillips showed Caldwell the phone call that he made to Lozano and the text message that he sent her.
43. In light of the facts, Caldwell felt that Lozano received adequate notification of a request normally granted to Hispanic and other employees. However, to make sure there was no more confusion, Caldwell wrote up a counseling form to show a “plan-of-action” for Phillips to contact him in the future regarding scheduling matters.

44. Precinct 6 requires that a write-up be looked at by another person, so since Lozano was next in the chain of command, Caldwell gave the counseling form for her to review. Even though Lozano was merely to review the form since Caldwell's action had essentially closed the investigation and no further actions were to be taken against Phillips.
45. Caldwell became concerned by Lozano's attitude when she had insisted Phillips be terminated when in light of all the facts and her admission of seeing the texts and knowing that even if he had not text her Phillips still had time to change his time off requests; consequently, Caldwell approached Lozano and told her that he felt that she should have never written Phillips up due to the evidence. Caldwell asked Lozano when she was considering whether or not to write up Phillips was she considering "the day" in question to be a "calendar day" or "shift day."
46. Phillips' "shift day" was from 3:00 p.m. – 11:00 p.m. The calendar day is from 12:00 a.m. – 11:59 p.m. The shoe store in which Phillips was do an extra job did not require him to report to the guard job until 1:30 a.m. the next day. Therefore, no matter whether Lozano considered "the day" to be a "shift day" or a "calendar day", Phillips' extra job would not have affected his work day at Precinct 6, and therefore should have never been subject to a write up by Lozano.

47. After Lozano received the write up from Caldwell, it was her duty to give the write up to Captain Berry. Berry never received the write up on Phillips.
48. The following week, Caldwell went on vacation and did not return until the week after.
49. Upon Caldwell's return, he noticed that Phillips was nowhere to be found. He asked where Phillips was and was told by another Deputy that Phillips had been terminated by Trevino for doing an extra job while taking a sick day. Caldwell was in utter disbelief because he had closed the investigation with the final disposition being counseling, and the extra job had not interfered with his Precinct 6 duties.
50. Caldwell went straight to Captain Berry to ask him why Phillips was terminated. Captain Berry informed Caldwell that he never saw the write up on Phillips and that Lozano had taken the write up straight to Trevino for him to terminate Phillips regardless of Caldwell's actions.
51. Caldwell went to Trevino and informed him of everything that happened and asked him why he had terminated Phillips on a closed investigation. Trevino told Caldwell that what was done was already done.
52. Caldwell assigned Curly Johnson, an older African American male, as the Evening Shift Supervisor at HUD after Phillips was wrongfully terminated.

53. Theodore Gerstle, a White male , married to Lozano's cousin, was a HUD Deputy at Precinct 6 during early to mid- 2013.
54. The HUD officers have always had the practice of going to the different HUD properties in groups, no officer is to ever patrol a housing project on his/her own because it is a danger to the officer and it is a direct violation of the rules.
55. In April 2013, only a month after Lozano had Phillips terminated, Gerstle was instructed by his superior, Curly Johnson, to follow and come with the other HUD deputies to patrol a particular HUD property. Gerstle defiantly told Johnson that he did not want to go to that property. Gerstle was informed by Johnson that it was not his option, but an order to go on patrol with the other HUD deputies. In insubordination, Gerstle refused to join the other deputies as ordered and left to patrol a property by himself.
56. Johnson immediately reported Gerstle's defiance to Caldwell, as HUD Lieutenant.
57. Caldwell identified Gerstle's actions as insubordination and unacceptable, completed a write up on Gerstle for disciplinary action.
58. Before processing Gerstle's discipline, Trevino was informed by Lozano that Gerstle had been written up by Caldwell. Trevino retrieved the write up

from Caldwell and told Caldwell that the “entire situation was a miscommunication.”

59. Gerstle was never disciplined for his disrespect and insubordination.
60. In June 2013, HUD issued a “Zero Tolerance Curfew” for all of the Lincoln Park Properties because there had been a sudden increase of home break-ins on the property. The curfew had only applied to persons 18 years old and younger because mostly all of the burglars were juveniles.
61. During the time of the Zero Tolerance Curfew, Gerstle saw two Black females both appearing to be middle-aged sitting on their front porches smoking cigarettes. Gerstle reportedly approached the women and in a very disrespectful and rude manner told them to get off of their porch and go into their homes because there was a curfew in effect. The residents knew that the curfew only applied to juveniles, and told Gerstle that they had the right to smoke cigarettes on their porch and that they would go inside when they were done. Gerstle again repeated, in an even more aggressive tone, for the women to go inside their homes and told them that they should not be smoking cigarettes anyway because they are not good for them so no matter the situation they needed to go inside their homes. The women were predictably offended by Gerstle’s demeanor towards them, so they read his

name on his badge and reported his disrespectful behavior to another HUD Deputy.

62. The third complaint against Gerstle reached Caldwell and as required, he initiated an investigation into the matter. Caldwell requested that Deputy Michael Tran, an Asian male, who along with his family make very large monetary contributions to Trevino's fundraisers, go to Lincoln Park and get statements from the two female residents. When Tran came back with the statements he wrote, they were so choppy and incomplete that they were unintelligible. Caldwell, believed that Tran was trying to sabotage the investigation of Gerstle, because he did not want to offend Lozano. So Caldwell asked Tran to go back to Lincoln Park a second time and let the women write their own statements. Tran did as instructed and received the damaging statements about Gerstle's conduct from the women.
63. Before a write up could fully be completed against Gerstle for his actions towards the female residents, Lozano and Trevino moved Gerstle out of Caldwell's supervision in the HUD division and into another so that his behavior would no longer be managed by Caldwell.
64. In order for Lozano to place people around her that would be her minions, she developed a strategic plan to fill open positions within Precinct 6. By example when there was an employment opening in Precinct 6, Caldwell

became aware that Lozano would look through the personnel files of everyone who was qualified for the position and find a qualification that none of the candidates had, no matter how obscure. Then for exclusionary purposes, Lozano would then instruct her selected favorites whom she wanted to get the position and send them to acquire the obscure certification which no other candidate had. Once Lozano's desired candidates completed the inane certification class, she would then post the job opening with the inserted special screening-certification, knowing that only her favorites had those specified certifications.

65. Caldwell's challenge of Lozano's attempt to fire Phillips without cause and his taking actions against Gerstle, made Caldwell Lozano's enemy.
66. Caldwell was the Information Technology liaison for Precinct 6 for over 3 years, and attended all yearly and monthly technology meetings for the Precinct to assure that they stayed current with technology.
67. In April 2013, Lozano, without any factual support, started making false allegations that Caldwell was not attending the technology meetings although he contended he was. This was her first action in plotting against Caldwell; however, Lozano's plot fell flat when she began randomly attending the IT meetings and saw Caldwell in attendance. Lozano even enlisted help from a Deputy at Harris County, Precinct 2 to report if Caldwell

was actually attending meetings. Lozano also called the IT Director, Jim Skarvan, inquiring if it was actually necessary for Caldwell to attend the IT meetings and questioned whether or not Caldwell was staying the full time. Lozano's claim against Caldwell was frivolous and pretextual.

68. Lozano made another attempt against Caldwell in May 2013, with the assistance of a new Deputy, Jennifer Marengo, a Hispanic female. Lozano prompted Marengo to file a discrimination complaint against Caldwell, alleging that he was discriminating against Marengo in the Precinct 6 Motorcycle fleet. Caldwell was the Police Motorcycle Patrol and Training Instructor and he would train the officers and certify whether or not the officers were able to participate in completing escorts. Marengo's claims against Caldwell were frivolous and pretextual.

69. After completing the basic training, the novice motorcycle officers who wanted to become certified would be supervised by Caldwell on escorts for training purposes only. The "in-training" motorcycle officers would not be paid during training, and would meet with Caldwell afterwards in order to track their progress. Marengo had gone on a few training escorts with Caldwell, but kept making major errors and causing unsafe situations. Marengo was progressing at a much slower rate than the average trainee. Per his routine, Caldwell met with Marengo after every training escort to chart

her progress and had Marengo sign an evaluation which showed that she understood her mistakes and progress and would continue in training until she perfected her escorting skills.

70. However, instead of Lozano pushing Marengo to perform acceptably, Lozano prompted Marengo to make knowingly false allegations that Caldwell was using her and taking her escort pay. Caldwell was not paid for his training, nor were the clients charged for Marengo's presence; all of which was known by Lozano.
71. Lozano's attempt to use Marengo as a tool to cause Caldwell employment trouble was unsuccessful due to documentation which Caldwell kept, establishing he was not getting paid for Marengo, and Marengo signed her evaluation sheets noting her mistakes and unreadiness for progression out of motorcycle escort training.
72. In July 2013, Precinct 6 received a couple of new computers from Harris County. Corporal Mario Monterroza, a Hispanic male employed at Precinct 6, wanted to give one of the new computers to Roberto Martinez because Martinez had an older laptop and wanted a more updated laptop. When Caldwell was contacted by IT Assistant, Wesley Geddes, that Monterroza had disregarded the instructions of the IT Division and was simply taking a new computer and attempting to swap it out with Martinez's old laptop,

Geodes instructed Monterroza that the computers could not just physically be swapped like that, but that Harris County IT had to take some technical steps in order to correctly give Martinez a new laptop. Caldwell explained that every computer is assigned to a specific employee, employee ID #, or specific location and any action taken from an assigned computer will be deemed to have been legally authorized by the assigned employee of that computer or its registered assigned location. Caldwell explained the obvious difficulties which would arise from a mere swap of an old assigned computer for a new unassigned computer.

73. Lozano openly expressed her dislike for Caldwell causing Monterroza to make a complaint to Lozano. Lozano reportedly told Monterroza that he could switch the computers without any further actions. Until proper protocol was followed, Caldwell exercised his authority and locked the new computers in the file cabinet until IT was able to properly assign the computers to the employees. Lozano and Monterroza were then forced to follow the rules.
74. The following week also in July 2013, Caldwell was exercising his role as Watch Command, the highest ranking officer on duty, when a call came in over the police radio from a deputy on patrol who had four car thieves at gun point and needed back up immediately. Caldwell ordered an on duty Deputy

to answer the response; and the assigned back up Deputy informed the radio operator that he was in route to the distressed Deputy. Abruptly, the responding Deputy informed the radio operator to cancel his response and the he in fact would not be going to back up the distressed Deputy. Caldwell immediately radioed the responding Deputy to ask why he had canceled his response, and he informed Caldwell that Lozano had contacted him on his cell phone and told him not to respond. Caldwell shocked at Lozano's insubordination and willingness to risk the life of the distressed Deputy for no other apparent reason than to showcase her disrespect for him, told the responding Deputy to proceed with assisting the distressed Deputy and that he would talk to Lozano and handle the situation.

75. In September 2012, Precinct 6 starting receiving complaints from civilians that there was a rogue motorcycle police officer who was stopping lone women on Interstate 45 North and the Hardy Toll Road North in the north Houston area and attempting to make them get out of their cars so he could handcuff them. These complaints were passed on to Caldwell.
76. Caldwell began getting witness statements from every reporting person claiming to have been stopped by this phony officer. The witnesses gave physical descriptions of the alleged officer, his bike, badge, attire, and helmet. When Caldwell gathered all of the evidence, he realized the officer-

impersonator posed a real risk to single-females, and wanted to catch him before he hurt someone.

77. Caldwell went to Trevino and requested permission to issue a “BOLO” (Be on the lookout) for the suspect, but Trevino, for reasons unclear to the Command Staff, denied Caldwell’s request because he did not see the severity of the situation.
78. Caldwell even went to go visit different police departments in different counties such as officers of the Conroe Police Department (hereafter “CPD”) to let them know about the suspects actions and to provide them with a vivid description of the suspect. The CPD officers asked Caldwell did he have any motorcycle officers from Precinct 6, retired or current, CPD riding in their area. Caldwell informed them that he was unaware of any officer who would be in the area. Unbeknownst to Caldwell, one of the Precinct 6’s retired Deputies, Albert Zamora, had moved to Willis, TX which is north of Conroe, TX.
79. Not too far after CPD was notified of the police impersonator, Zamora came through on his motorcycle down Interstate 45 through Conroe, TX. A CPD officer became suspicious about whether Zamora was the police impersonator, so he pulled Zamora over and questioned him. Zamora was offended that he had been pulled over and questioned by a CPD officer, and

became irate with the officer who admonished and then released Zamora. Caldwell spoke to CPD and informed them that Zamora was a retired officers and that none of the descriptions of the police impersonator fit Zamora's description, including his physical appearance, motorcycle, or helmet.

80. Caldwell compiled a folder of over 70 pages of details pertaining to the police impersonator. Caldwell was continually working to find the identity of the police impersonator; however, Lozano, Trevino, and DeAlejandro, because of their initial lack of interest in the case, falsely alleged that Caldwell was not investigating the case. Trevino hired Robert Herbert to investigate the police-impersonator and ordered Caldwell to end his involvement.
81. In early September 2013, Caldwell received an email from a citizen who owned property in Houston who saw deputies patrolling the HUD properties, and was interesting in getting a contract with Precinct 6 so that officers could patrol his property. The citizen claimed that he had emailed Trevino and DeAlejandro without response. Caldwell was not in the position to permit contracts with Precinct 6, so he emailed the citizen and told him that he would pass his email up the chain of command to someone who could properly handle it.

82. A few days afterwards, during a standard supervisor meeting, Trevino began yelling at Caldwell that he does not have the right to discuss contracts with anyone.
83. Trevino assign Caldwell an assignment that they believed would be impossible for him to actually successfully complete. On September 17, 2014, only a week after Trevino yelled at Caldwell for replying to the citizen's email about possibly getting a contract with Precinct 6 for a "Contract area patrol," DeAlejandro told Caldwell that he was to write a contract proposal for that same citizen and the proposal was due the following Tuesday, September 24, 2014. It typically takes at least a month for an employee to complete a well-crafted contract proposal.
84. At the time of the assignment Caldwell was experiencing acute hypertension so his doctor prescribed him a different blood pressure medication. One of the side effects of the medication is that in could cause the person's blood pressure to drop too low, causing dizziness, lack of concentration, blurred vision, nausea, depression, and fatigue. Caldwell began experiencing more side effects.
85. In the latter part of September, Caldwell took leave from work to visit his doctor and gain control of his symptoms, but first he attended to his

outstanding tasks, diligently working until he completed the contract proposal.

86. On Tuesday, September 24, 2013, Caldwell, having successfully completed the contract proposal, attended the Precinct 6 Supervisor's meeting, and gave the proposal to DeAlejandro. After giving him the proposal, Caldwell advised his immediate supervisor, DeAlejandro, at around noon. and told him of his medical symptoms and asked for permission to go to the doctor. DeAlejandro granted Caldwell permission to leave for the day, and so Caldwell left and went straight to his doctor's office.
87. Apparently, DeAlejandro had been absent for the meeting between Trevino and Lozano, because they wanted DeAlejandro to give Caldwell a "614 investigation" letter about Caldwell's investigation into the motorcycle police impersonator before Caldwell left on September 24, 2013. When DeAlejandro learned of Lozano's and Trevino's intent, he quickly tried to retract the approval he had given to the now absent Caldwell.
88. DeAlejandro kept calling Caldwell on his cell phone and kept calling for Caldwell on the police radio, but since Caldwell was off duty and at the doctor's office he did not hear the radio calls or his cell phone.
89. When Caldwell was at Dr. Gary Sheppard's office, he looked at his phone and saw the missed calls from DeAlejandro, since he could not actually

speak on the phone Caldwell sent DeAlejandro a text message telling him that he was still at his doctor's office and would contact DeAlejandro when he left.

90. Dr. Sheppard ran some preliminary tests and determined that Caldwell should return the following day, Wednesday, September 25, 2013 at 9:00 am for more extensive testing. Caldwell, reasonably upset by his doctor's preliminary diagnosis, but still feeling obligated to complete his duties at work, sent DeAlejandro a text telling him what the doctor said and that he would need to return to the doctor the next day. DeAlejandro texted Caldwell and told him that he needed Caldwell to come into Precinct 6 at around 1:00 pm on September 25, 2013. Caldwell told DeAlejandro that he would be in contact with him and would try to make it in on September 25, 2013.
91. On Wednesday, September 25, 2013, Caldwell went to his scheduled medical appointment. While there Caldwell received a text message from DeAlejandro at 2:04 p.m. checking on Caldwell's status to determine if Caldwell would come into Precinct 6.
92. At 2:37 p.m. DeAlejandro received a text message from Caldwell stating that he was almost done with his testing at Dr. Sheppard's office and that he would contact DeAlejandro when he left the doctor's office.

93. While there, Dr. Sheppard informed Caldwell that he needed to be referred to Hauser Clinic, but they were unavailable until very late in 2013 so Caldwell was referred to Dr. Douglas J. Stockwell, and told that he should not return to work until seen by Stockwell Clinic, which at the earliest would be October 22, 2013, because some of the issues with Caldwell's heart condition were stress-related and he was at significant risk of a major medical issue.
94. Caldwell, following Dr. Sheppard's instructions and abiding by Precinct 6 procedures, requested Family Medical Leave Act (hereafter "FMLA") leave in order to care for his major illness.
95. FMLA is a federal law requiring covered employers to provide employees with up to 12-week job-protected and unpaid leave, unless the employees has sick days, comp days, or vacations hours for which he can get paid, for qualified medical and family reasons.
96. After leaving Dr. Sheppard's office on September 25, 2013, Caldwell called DeAlejandro at around 4:30 p.m. During that conversation Caldwell informed DeAlejandro of his medical issues and Dr. Sheppard's instructions; DeAlejandro, still requested that Caldwell come into the office to meet with him.

97. When Caldwell got home on September 25, 2013, he prepared a letter addressed to Trevino “via chain of command”, on official letterhead with “Request for Family and Medical Leave Act (FMLA)” as the reason for the letter, Caldwell wrote:

Dear Constable Trevino,

I am hereby formally requesting and applying for FMLA due to my current medical condition.

I have been referred to specialist Dr. David Hauser at the Hauser Clinic for treatment by my primary care physician Dr. Gary Sheppard. Dr. Hauser’s office advised the current earliest date is October 22, 2013. I will be notified if an earlier date come available due to cancellations.

Dr. Shepard has currently prescribed four (4) medications and provided me with a followup date at which time the effectiveness of the medications will be evaluated.

Respectfully,

Lt. J. W. Caldwell

98. Caldwell attached Dr. Sheppard’s notes, referral letters, and prescription order for Caldwell to the September 25, 2013 letter formally requesting FMLA, along with Dr. Sheppard’s address and telephone numbers in case Precinct 6 needed to contact the doctor.

99. After Caldwell shared with his wife the information that Dr. Sheppard told him and finished his dinner on September 25, 2014 at around 7:45 p.m., Caldwell gathered all of the above referenced documents and personally drove over to submit the documents to DeAlejandro. When Caldwell got to Precinct 6, DeAlejandro was not there so Caldwell did the next best thing and common daily practice to putting the documents in DeAlejandro’s hand,

Caldwell went to the time stamp machine in the precinct, time stamped all of the documents and placed the papers in DeAlejandro's personal box; knowing that Precinct 6 protocol states that each employee is to check their box on a daily basis.

100. The time stamp on the Caldwell's letter for formal request for FMLA and supporting documents states:

RECEIVED
2013 SEP 25 PM 8:25
VICTOR TREVINO
CONSTABLE PCT 6
HARRIS COUNTY,
TEXAS

101. The clear purpose of the date and time stamp machine is to show that the stamped document was physically received at Precinct 6 at the specified date and time of the receipt. The date and time stamp cannot be manipulated or altered.
102. FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by this law. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA. Employers cannot use the taking of FMLA leave as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions; nor

can FMLA leave be counted under "no fault" attendance policies. Trevino, being led by Lozano, began a course of interference.

103. On October 18, 2013, Caldwell forcibly submitted an official letter of resignation to Trevino under the fear that he was going to be terminated from Precinct 6. As of October 18, 2013, Caldwell was still off duty due to the orders of his doctors and still under doctor's care for his chronic serious health condition. From September 25, 2013 to October 21, 2013, Caldwell submitted 8 doctor's notes to DeAlejandro, Trevino, and Precinct 6.
104. However, in order for Lozano, DeAlejandro, and Trevino to continue with their harassment and intent to terminate Caldwell by any means necessary on October 18, 2013, Caldwell received a letter from Carolyn Lopez, former Chief Deputy at Precinct 6, stating that Trevino was about to terminate Caldwell's employment for job abandonment because they had not heard from Caldwell. However, in the same letter they discuss how DeAlejandro had received a doctor's note excusing Caldwell from work until October 17, 2013, when the note actually excused Caldwell until October 27, 2013, and another doctor's note which had placed Caldwell indefinitely in the care of a doctor until further notice, which was also received by Precinct 6.
105. The October 18, 2013, letter to Caldwell ended by saying:

The Constable plans to terminate your employment effective end of business, day, Monday, October 21, 2013. If you have any reasons why

he should not do so, please let me know immediately in writing and I will convey them to the Constable.

106. The supporting documents and communications which were submitted by Caldwell and received by DeAlejandro and/or Precinct 6 are as follow:

- a. Tuesday, September 24, 2013 at about 12:00 p.m. - Caldwell and DeAlejandro have a face-to-face conversation where Caldwell asks to leave work early so that he can go see his doctor because he is not feeling well.
- b. Tuesday, September 24, 2013 at 3:18p.m. – DeAlejandro texts Caldwell, “Call me ASAP.”
- c. Tuesday, September 24, 2013, at 4:02 p.m. – DeAlejandro texts Caldwell, “Take care of your health and we’ll meet when you return. Let me know when you will return.”
- d. Tuesday, September 24, 2013 at 5:24 p.m. – Caldwell texts DeAlejandro, “Thanks. Don’t know what this is. Got another medication and appt with specialist at 930a. Will keep you advised.”
- e. Wednesday, September 25, 2013 at 2:04 p.m. – DeAlejandro texts Caldwell, “Haven’t heard from you today. What’s your status?”
- f. Wednesday, September 25, 2013 at 2:37 p.m. – Caldwell text DeAlejandro, “Almost done, call you in 45 mins.”

- g. Wednesday, September 25, 2013 at 4:21 p.m. – Caldwell called DeAlejandro, but DeAlejandro’s phone went to voicemail.
- h. Wednesday, September 25, 2013 at 4:23 p.m. – Caldwell text DeAlejandro “Tried calling you back. VM.”
- i. Wednesday, September 25, 2013 at 4:31 p.m. – DeAlejandro text Caldwell “Call me ASAP.”
- j. Wednesday, September 25, 2013 at 4:32 p.m. – Caldwell called DeAlejandro, but DeAlejandro’s phone went to voicemail.
- k. Wednesday, September 25, 2013 at 4:32 p.m. – Caldwell text DeAlejandro “Tried calling you back. VM. Was in the other room.”
- l. Wednesday, September 25, 2013 at around 4:45 p.m. – Caldwell called DeAlejandro and informed him of his medical issues and Dr. Sheppard’s instructions. DeAlejandro requested that Caldwell come into the office to meet with him. Caldwell informed him that he would try to come to Precinct 6 if he could, but could not promise that he would be able to come to the Precinct due to his medical issues.

- m. Wednesday, September 25, 2013 at 8:25 p.m. – Caldwell came to Precinct 6 time-stamped and dropped of his FMLA request letter, and Dr. Sheppard’s medical notes in DeAlejandro’s box.
- n. Monday, September 30, 2013 at 8:46 p.m. – Caldwell and DeAlejandro spoke on the phone. DeAlejandro requested that Caldwell come into the office again. Caldwell informed DeAlejandro that he was still under doctor’s care and would not be able to make it into the office. DeAlejandro told Caldwell that he wanted another doctor’s statement and Caldwell agreed to do so.
- o. Tuesday October 1, 2013 at approximately 12:30 p.m. - DeAlejandro called Caldwell and reiterated that he wanted another doctor’s statement. Caldwell informed DeAlejandro that he was currently at the doctor’s office, but that Dr. Sheppard was in a meeting and could not be called out so he was just waiting for the meeting to be over. DeAlejandro became irate and accusatory that Caldwell was not actually there so Caldwell handed his cell phone to Dr. Sheppard’s nurse, Denise Edwards, so DeAlejandro could speak to her.

- p. Tuesday October 1, 2013 at approximately 12:45 p.m. - DeAlejandro spoke to Dr. Sheppard's nurse and she introduced herself to DeAlejandro and proceeded to explain to him the same thing that Caldwell said, which was that Dr. Sheppard was in a meeting and as soon as it was over that she would fax DeAlejandro a letter signed by Dr. Sheppard. She guaranteed DeAlejandro that she will have the letter to him that day, but cannot promise a time, just that it will hopefully be before 5:00 p.m. DeAlejandro began yelling at Edwards telling her that he did not ask for Caldwell to have it faxed to him, but that he asked Caldwell to personally bring it into Precinct 6. Edwards informed DeAlejandro that the situation was out of her hands. Edwards gave the phone back to Caldwell because of DeAlejandro's rudeness. Caldwell told DeAlejandro that as soon as he gets it from Edwards, it will be sent to Precinct 6.
- q. Tuesday October 1, 2013 at 6:05 p.m. – Edwards faxed DeAlejandro Dr. Sheppard's statement excusing Caldwell from work from September 25, 2013 until he was seen by the referral doctor, tentatively, October 10, 2013..

- r. October 2, 2013 at approximately 8:00 p.m. – Caldwell spoke to DeAlejandro and informed him that he was still on his medically required leave of absence and the earliest he could return, as of that date, would be after October 10, 2013, if released by Dr. Stockwell.
- s. Wednesday, October 2, 2013 at 10:52 p.m. – Caldwell went to Precinct 6, and time-stamped the following documents at Precinct 6:
 - 1) Caldwell’s FMLA request letter dated and time stamped September 25, 2013.
 - 2) Dr. Sheppard’s medical notes.
 - 3) Caldwell’s time sheet for the 9/20-10/04 pay period.
 - 4) Caldwell’s Time and Attendance Record showing the amount of Sick hours, Comp hours, and Vacation hours he had at the time.
 - 5) Paid Absence or Accumulated Comp Application Form
 - 6) Patient Diagnosis Form for Caldwell dated October 1, 2013.
 - 7) Copy of fax from Denise Edwards from Southwest Memorial Physicians dated October 1, 2013, stating Caldwell

has been referred to Dr. Onuoha for an appointment on October 10, 2013.

8) Payment receipt and proof of appointment for Caldwell from Hauser Clinic Associates dated October 1, 2013.

Then, Caldwell put a copy of all of the above documents in DeAlejandro's box, Lopez's box, and slid a copy under Trevino's door (since he does not have a box, employees customarily practice this).

- t. Thursday, October 3, 2013 at 5:23 p.m. – Caldwell sent a text to DeAlejandro with a picture of Caldwell in a hospital bed with an oxygen tubing stating, “Just fyi, in hospital at W Houston Med Ctr. They are still trying to figure out whats causing my problems. Phone was off. Just ckd msg. will get with you when discharged.”
- u. Thursday, October 3, 2013 at around 7:30 pm – In response to Caldwell's text message to DeAlejandro. DeAlejandro sent Deputy Tran to view Caldwell in the hospital. Tran was being escorted by a hospital security guard down the hallway and saw Caldwell at the West Houston Medical Center discharge desk. Tran was at the hospital for the purpose of verifying that Caldwell

was actually there. Caldwell and Tran subsequently conversed as Caldwell was being discharged from the hospital.

- v. Thursday, October 3, 2013, at approximately 6:30 p.m. – West Houston Medical Center nurse’s station sent DeAlejandro a fax of Caldwell’s discharge and diagnosis documents.
- w. Thursday, October 3, 2013 at approximately 6:30 p.m. – Caldwell called Precinct 6 dispatch, and Ralph Barajas answered. Caldwell asked that Barajas confirm that the fax from West Houston Medical Center was actually received at the Precinct 6 fax machine. Barajas confirmed that the documents had been sent and then Caldwell asked Barajas if he could take the documents and place them in an envelope and put the envelope into DeAlejandro’s box, and Barajas complied.
- x. Tuesday, October 8, 2014 – Caldwell emailed DeAlejandro a doctor’s note from his cardiologist, Dr. Garcia, excusing Caldwell from work from October 8, 2013 to October 27, 2013.
- y. Wednesday, October 9, 2014 – Caldwell emailed DeAlejandro a doctor’s note handwritten by Dr. Garcia which stated, “This patient is being evaluated. Any questions, please call my office.”

- z. Friday, October 18, 2013 – After excessive harassment and threats of termination and fearful for his health and that his career in law enforcement was at risk, Caldwell emailed Trevino an official letter of resignation which was to be effective immediately. In this letter Caldwell informed Trevino that he was still under doctors’ care and that he had enjoyed his tenure until the time of his illness where it became blaringly evident that Trevino, Lozano, and DeAlejandro were plotting to destroy his, Caldwell’s credibility and career. Caldwell also attached his time sheet for the pay period and a Comp Application Form.
- aa. Monday, October 21, 2013 – Caldwell emailed Trevino explaining his confusion on why he was being accused of job abandonment when it was evident that he stayed in constant communication with DeAlejandro on his status, emailed several documents to DeAlejandro and Trevino, dropped off several documents to Precinct 6 for DeAlejandro, DeAlejandro had spoken to Dr. Sheppard’s nurse, Tran had visited him in the hospital, and more.
- bb. Monday, October 21, 2013, at 10:33 a.m. – Caldwell faxed Trevino a handwritten doctor’s script dated October 21, 2014 from Dr. Garcia which stated, “This pt is scheduled for heart catherization Nov. 1,

2013. He cannot return to work until cardiac situation is clarified. Any question, call me.”

107. The evidence irrefutably shows that Caldwell communicated with either Trevino or DeAlejandro on at least 28 occasions during a 24 day period; nevertheless, Trevino and DeAlejandro want to claim that they were unaware of Caldwell’s status and did not know why he was absent from work.
108. As of September 24, 2013, Caldwell had 111.9 comp time hours, 184 vacation hours, 333.9 sick leave hours; which totals to 629.8 hours or 78.725 days in which Caldwell had the legal right to utilize these hours in order to receive pay for during his excused absence for work from September 25 – October 18, 2013, which would have only been 192 hours.
109. During Caldwell’s period of being absence for 3 weeks with valid documentation supporting an excused absence, Trevino illegally refused to pay Caldwell.
110. Also as of September 24, 2013, Caldwell had 480.0 hours of FMLA time, totaling 60 days of unpaid time.
111. It was evident on September 27, 2013, after only 3 days of Caldwell being absent, that Lozano never planned on Caldwell returning to Precinct 6 as she began making plans to completely remove Caldwell’s presence from

Precinct 6. The basis for that allegation is Lozano's email to Kevin Scruggs, Lead Programmer at Harris County Technology, on 9/27/2013 asking Scruggs to terminate all of Caldwell's administrative access. The effect of Lozano's instruction was that Caldwell would no longer have access to his Precinct 6 email account, the reporting system, the criminal reporting system, or any other form of technological services within the precinct.

112. On October 5, 2012, after DeAlejandro received Caldwell's second set of time-stamped documents supporting his medical leave, Heather Perry, former Precinct 6 Dispatcher, contacted Caldwell and asked him what was going on, and Caldwell asked Perry why she was asking. Perry informed Caldwell that Lozano had instructed Precinct 6 employees that Caldwell was not permitted on Precinct 6 property and that if anyone spotted him on the property then they were immediately to inform Lozano.
113. Lozano's refusal to allow Caldwell on the property was clearly her effort to prevent him from turning in any more time-stamped, supporting documents.
114. Lozano's motivation for terminating Caldwell, Phillips, Berry, and Takila James, an African American female who was the former Sergeant at Precinct 6 over Gulfgate, and giving three of the aforementioned people a career destructive "dishonorable discharge" became apparent in late October 2013.

115. In the latter part of October 2013, Lozano was overheard by Perry, Deputy Israel Perez, and Corporal Oscar Comeaux telling DeAlejandro, “As long as I am in power there will never be a Black supervising Hispanics.”
116. Lozano made good on her promise of never letting an African American supervise Hispanics. The current, as of October 6, 2014, administrative make up of Precinct 6 is:
- a. Constable, Victor Trevino, Hispanic male
 - b. Captain – Field Operations, Carlos DeAlejandro, Hispanic male
 - c. Captain – Administrative, Lillian Lozano, Hispanic female
 - d. Lieutenant – E.E.I.C. / County Patrol / Gulfgate Ctr., Macario Sosa, Hispanic male
 - e. Lieutenant – Administration, Michael Tran, Asian male
 - f. Lieutenant – Housing, Thomas Wright, Black male
 - g. Lieutenant – A.S.A.P., Moises Davila, Hispanic male
 - h. Sergeant – Patrol, Ruben Sorola, Hispanic male
 - i. Sergeant – Training/ I.A.D., Glenn Sharp, White male
 - j. Sergeant – Houston Humane Society, Joe Guerra, Hispanic male
 - k. Sergeant – Houston Humane Society, Stacy Schuelke, White male
 - l. Sergeant – Housing, Andres Guzman, Hispanic male
 - m. Sergeant – Patrol, Mario Monterroza, Hispanic male

- n. Sergeant – Housing, Albert Rubio, Hispanic male
 - o. Constable’s Assistance, Gloria Solis, Hispanic female
 - p. Chief Clerk, Zulma Ramon, Hispanic female
 - q. Assistant Chief Clerk, Angela Gutierrez, Hispanic female
117. Prior to Lozano’s rise of power at Precinct 6, there were several African Americans administrators at the Precinct, now there is only one African Americans in Precinct 6’s administration.
118. Prior to Lozano’s rise to power, Captain Berry, an African American Captain, was a respected member of the administration at Precinct 6. Lozano forced Berry into retirement and convinced Trevino to give Captain Berry a Dishonorable Discharge. Lozano took Berry’s position as Captain at Precinct 6.
119. Prior to Lozano’s rise of power at Precinct, there was an African American Sergeant, Sgt. Takila James. Lozano had Trevino terminate James and convinced Trevino to give Sgt. James a Dishonorable Discharge. Macario Sosa, a Hispanic male, has now replaced James.
120. Prior to Lozano’s rise of power at Precinct, there was an African American Lieutenant, Lt. Caldwell. Lozano had Trevino terminate Caldwell and convinced Trevino to give Lt. Caldwell a Dishonorable Discharge, the first

dishonorable discharge ever given by Trevino in 25 years. Tran, an Asian male has now replaced Caldwell.

121. There have only been 3 employees at Precinct 6 to ever receive a Dishonorable Discharge. All 3 employees were African American, and all were done when Lozano came into power at Precinct 6.
122. However during the past 3 years and as recent as 2014, several Hispanic employees were terminated for being criminally convicted of theft, domestic violence, and even murder, and every one of the Hispanic employees were given a General Discharge, none were ever given a Dishonorable discharge, not even the convicted murderer.
123. Former Reserves Deputy, Jose Castillo, at Precinct 6 was indicted on murder charges for shooting 32-year old Angel Erevia Jr. four times in the back, stomach, and both arms, outside a night club on June 5, 2009. Jose Castillo, TDCJ # 01752112, plead guilty to 1st degree murder on November 11, 2011, and is currently serving a 10-year sentence in Navasota, TX.
124. Upon Castillo's termination from Precinct 6 for a murder indictment, Trevino gave Jose Castillo, a convicted murderer, Generable Discharge.
125. Jose Castillo is a Hispanic male.
126. In July 2012, Former full time Lieutenant, Mark Trimmers, was terminated from Precinct 6 for violations of departmental policies. In June 2013,

Trimmers was charged with the state jail felony of felony theft by a public servant. He later plead to a lesser charge and is currently on probation.

Trimmers was accepting money from citizens and promising to provide them with qualified patrol officers, but was not.

127. Upon Trimmers' termination from Precinct 6 for theft from citizens, Trevino gave Mathew Trimmers, a known thief by Trevino, Generable Discharge.

128. Mark Trimmers is a White male.

129. In January 2013, Former Reserves Deputy, Tomas Roque, at Precinct 6 was indicted and found guilty for drug possession with intent to distribute and for using law enforcement authority while committing a crime. Roque helped in the delivery of cocaine in the Houston Area and was paid \$2,000 in protection money.

130. Roque was terminated for his criminal narcotics activity. Trevino gave Tomas Roque, a convicted drug trafficker, General Discharge, the same year he gave Caldwell Dishonorable Discharge for being chronically ill and providing supporting documents.

131. Tomas Roque is a Hispanic male.

132. In May 2013, former Deputy, Hugo Alaniz was terminated from Precinct 6 for violating departmental departments for charging citizens for patrol

services, but he did not have a license as a security services contractor and was not authorized to do so by Precinct 6. In the same month was indicted for Private Security Act Violations, and was later found guilty.

133. Upon Alaniz's termination from Precinct 6 for falsely providing security services under the cloth of his uniform and badge, Trevino gave Hugo Alaniz Generable Discharge, the same year he gave Caldwell Dishonorable Discharge for being chronically ill and providing supporting documents.

134. Hugo Alaniz is a Hispanic male.

135. In April 2013, former Reserves Deputy, George Gonzalez was terminated from Precinct 6 for violating departmental departments for charging citizens for patrol services, but he did not have a license as a security services contractor and was not authorized to do so by Precinct 6. The following month Gonzalez was indicted for Private Security Act Violations, and was later found guilty.

136. Upon Gonzalez's termination from Precinct 6 for falsely providing security services under the cloth of his uniform and badge, Trevino gave George Gonzalez Generable Discharge, the same year he gave Caldwell Dishonorable Discharge for being chronically ill and providing supporting documents.

137. George Gonzalez is a Hispanic male.

138. In April 2013, Former Reserves Deputy, Carlos Calvo, was terminated from Precinct 6 for violations of departmental policies. In June 2013, Calvo was charged with the state jail felony of felony theft by a public servant. Calvo was acting and performing the services of an investigation company, but did not have the license or authority to do so. Calvo was acting and performing the services of a guard company without holding a license or authority to do so.
139. Upon Calvo's termination from Precinct 6 for theft from citizens, Trevino gave Carlos Calvo, a known thief by Trevino, Generable Discharge, the same year he gave Caldwell Dishonorable Discharge for being chronically ill and providing supporting documents.
140. Carlos Calvo is a Hispanic male.
141. In October 2013, Antonio Garza, was indicted with assault of a family member. The indictment read that Garza did intentionally and knowingly cause bodily injury to Lorena Garza, his wife, by striking her with his hand. On October 23, 2013, the court issued Lorena Garza an Emergency Protection Order against Antonio Garza because she was in fear of him harming her again.
142. Upon Garza's termination from Precinct 6 for domestic violence for assaulting his wife, Trevino chose to give Antonio Garza a General

Discharge, in the exact same month in which he chose to give Caldwell Dishonorable Discharge for being chronically ill and providing supporting documents.

143. Antonio Garza is a Hispanic male.
144. Freddie Castillo was terminated from Precinct 6 for untruthfulness, yet Trevino decided to give Castillo General Discharge.
145. Freddie Castillo is a Hispanic male.
146. Julio Banda was terminated from Precinct 6 for untruthfulness, yet Trevino decided to give Banda General Discharge.
147. Julio Banda is a Hispanic male.
148. Trevino allowed Caldwell to resign in lieu of termination. However, simply allowing Caldwell to resign would not destroy his ability to work as a peace officer or enhance a rival Constable's office, which was Lozano's intent. Consequently, Trevino, DeAlejandro, and Lozano had to take another step and give Caldwell a Dishonorable Discharge, because Lozano knew that Precinct 1 was interested in hiring Caldwell.
149. On October 7, 2013, Caldwell contacted Chris Gore, Assistant Chief at Harris County Constable Office Precinct 1 (hereafter "Precinct 1"), and informed Gore that he was wishing to leave Precinct 6 because of Lozano, Trevino, and DeAlejandro's mistreatment. Gore told Caldwell that he would

contact Constable Alan Rosen at Precinct 1 and to fill out an application in the time being.

150. Constable Rosen contacted Caldwell and informed him that he had an opening for a “Lieutenant” position and “Evening Watch Command,” and offered Caldwell the position with higher pay, no gap in service, all of Caldwell’s incentives would be transferred, with Caldwell’s retirement and benefits remaining the same.
151. Per Harris County protocol, Rosen sent investigators, Jim Lightner and Bill Taber, to Precinct 6 to do a background check on Caldwell according to TCLEOSE. When Lightner and Taber arrived they went to Jeff McMillian, former Sergeant and Training Recruiter at Precinct 6, and McMillian directed them to a room to await Lozano.
152. However, per proper protocol as Training Recruiter it is McMillian’s responsibility to speak with investigators when they come to do a background check on an employee. Nevertheless, Lozano had to assure that the investigators only received negative information about Caldwell, so she decided to personally speak with the investigators.
153. The standard in Harris County when investigators arrive to do a background check is to simply give the investigators the employees personnel file and to leave them alone, at most the Training Recruiter might give the employees

dates of service and position. Yet, Lozano took Caldwell's file and told the investigators that Caldwell was under investigation by Precinct 6 and then blatantly lied and said that Caldwell was under criminal investigation by the Harris County District Attorney. Lozano told the Precinct 1 investigators that Caldwell had an IAD file, left to retrieve it, returned with shuffled scraps of paper telling them that the file was incomplete. Then, Lozano was called out of the room, the investigator took that opportunity to leave before she returned. After Lozano returned and saw that the investigators had left, she ran outside after them. When Lozano was unable to catch up with the investigator she drove over to Precinct 1, but they refused to speak with her.

154. They investigators reported back to Constable Rosen and informed him what happened with Lozano and that they believed it was clear that Lozano was trying to sabotage Caldwell. Constable Rosen requested the immediate transfer of Caldwell to Precinct 6 by the end of the week, which would have been October 18, 2013.

155. Upon Caldwell wrongfully receiving a Dishonorable Discharge on October 28, 2013, he filed a Petition to Correct Separation of Licensee Report with the Texas Commission on Law Enforcement on October 31, 2013, contesting his F-5.

156. On November 26, 2013, Caldwell received a letter titled, “Notice of Hearing Regarding Employment Termination Report (F-5 Report).” The letter informed Caldwell and Lina Garcia, Attorney representing Harris County Constable Precinct 6, of the hearing date, time, and location, and giving all parties an order to appear for the hearing.
157. On December 4, 2013 Caldwell via Kenneth “KIP” Garner, Representative at Harris County Deputies Organization, sent Trevino through Certified US Mail, a “Request for personnel file for the following former employee of Harris County Constable’s Office Precinct Six: Jerral W. Caldwell,” requesting any and all documents pertaining to Caldwell’s complete personnel file.
158. In fear of his scheme against Caldwell being revealed, Trevino initially refused to give Caldwell his personnel file, so after conferring with Lina Garcia, a request for opinion was sent to the Texas Attorney’s General on whether or not Caldwell’s file had to be released, and the Attorney’s General informed them that they did not have to give Caldwell’s personnel file to Garner, but if Caldwell requested his own file then it must be given to him. On December 19, 2014 Caldwell directly gave Trevino a letter requesting his own personnel file.

159. Upon receiving his file Caldwell noticed that Trevino and DeAlejandro had clearly tampered with his file after he resigned from Precinct 6 on October 18, 2013.
160. On a memorandum drafted by DeAlejandro dated September 26, 2013 to Caldwell's complaint file with reason being "Personnel Actions," the letter address Caldwell and DeAlejandro's interactions on September 24, 2013, and September 25, 2013. However, the last paragraph states, "As of this date, September 30, 2013 at 1:20 p.m., Lt. Caldwell has not called in to report on his status as required by Precinct 6 policy." Obviously DeAlejandro cooked up this letter in order to support and cover up their plots and schemes against Caldwell.
161. The damaging evidence of backdating was eventually caught by Garcia, because during the discovery process for the SOAH hearing in which Garcia handed over Caldwell's personnel file, she bated stamped all of the documents before sending them off. Of the 74 bated stamped pages, "P28" and "P29" were missing from the file. During the deposition of DeAlejandro, Caldwell's counsel, Normand, refused to proceed without the missing documents, and after great persistence Precinct 6's counsel, Garcia, went "off the record" and pulled "P28" and "P29" out of her briefcase and went to quickly make copies.

162. Although the other letters written by Precinct 6 Administration dated October 1, 2013; October 2, 2013; October 4, 2013; October 18, 2013 do not have such obvious signs of backdating and falsifications that the September 26, 2013 letter has, its clear proof of backdating creates enough suspicion to believe that the other documents created by DeAlejandro and Lopez were backdated and created solely to trump up Caldwell's personnel file with harmful documentation.
163. None of the letters created by Precinct 6 administrators between September 25, 2013 and October 18, 2013 were ever sent to Caldwell. There were no envelopes addressed to Caldwell, no certified mail receipts, no USPS tracking numbers, or any proof of delivery to show that Precinct 6 ever tried to send any sort of document to Caldwell during his entire absence from work.
164. On April 4, 2013, Caldwell and his assigned attorney for the SOAH Hearing, Joshua Normand were finally able to depose Trevino, DeAlejandro, and Trevino. During these deposition, many inconsistencies were found through their testimony, and it became apparent that Trevino's alleged ground for wanting to terminate Caldwell and for giving him a Dishonorable
165. Discrepancies made during Lozano's deposition is that: 1) she falsely denied meeting with Precinct 1 investigators, but both men will testify to

having met her; 2) she falsely claims to have mailed an FMLA packet to Caldwell in October, but has no proof of any sorts; and 3) she falsely claims to have never talked to Trevino about Caldwell's termination.

166. Discrepancies made during DeAlejandro's deposition are: 1) DeAlejandro claimed Caldwell was insubordinate for failing to meet him twice (9/25/2013 and some other date DeAlejandro could not remember), and for failing to provide documentation for being absent from work and he further claimed that after 9/24/2013 he "never heard from [Caldwell] again;" however, DeAlejandro admitted that he knew Caldwell could not meet with him on 9/25/2013 because Caldwell was at the doctor's office. DeAlejandro admitted that he saw the doctor's note which stated that Caldwell would be off until 10/10/2013, so it was not surprising that Caldwell did not report to work nor did he expect Caldwell to appear to work until after 10/10/2013. DeAlejandro stated that he did not have a problem with not meeting with Caldwell on 9/25/2013 seeing as how Caldwell had "appointments and stuff." DeAlejandro stated that he believed that Caldwell was at the doctor's office on 9/24/2013 and 9/25/2013. DeAlejandro admitted that he received the September 25, 2013 time-stamped documents on 9/30/2014. DeAlejandro admitted that Caldwell did not have to meet with him in person in order to give him the doctor's notes, and that Caldwell could have emailed

or faxed the documents. DeAlejandro admitted that if Lt. Caldwell placed documents in his box then the documents are considered to have been submitted, as long as they are received. DeAlejandro admitted to receiving the documents from Caldwell in his box. DeAlejandro admitted that under Precinct 6 policy, Caldwell did not have to report to work if he was under doctor's care and that if his doctor told him not to report to work, then Caldwell did not have to appear to work. DeAlejandro admitted that Caldwell did not commit insubordination on 9/24/2013 or 9/25/2013.

167. Ultimately due to the overwhelming evidence against Trevino, DeAlejandro, and Lozano, during their depositions. Trevino and Garcia decided to a settlement agreement with Caldwell on April 14, 2014 in which Caldwell's Dishonorable Discharge would be withdrawn and replaced with a General Discharge. In addition, Caldwell would not bring any claim against Harris County, Trevino, or any of his employees, and so forth for any actions committed up to 10/18/2014; however, Caldwell preserved the right to bring claims against anyone for any tortious acts committed after 10/18/2014. Also, with an affidavit from Caldwell's doctor excusing his absences, Trevino would request Caldwell be paid for his time-off with his sick hours.
168. The abovementioned agreement was agreed to among all of the parties, on the record on April 14, 2014 in front of Judge Hunter Burkhalter, and do to

this agreement the Judge congratulates the parties and dismisses the case. However, when Garcia drafted the Settlement Agreement in April, the terms written within the documents did not coincide with what the parties orally agreed to. Normand informed Garcia of the areas, and to date every time she has redrafted the settlement agreement it has never coincided with the agreements on the record.

V. CAUSE OF ACTIONS

A. FIRST AMENDMENT RETALIATION

169. Plaintiff adopts and incorporates herein the factual averions in Sections IV and V of this petition.

170. Because Plaintiff protested Trevino's illegal campaign and employment practices, and was interviewed by the Harris County District Attorney's office regarding Trevino; Lozano, Trevino, and DeAlejandro forced Caldwell to resign his employment and Trevino, Lozano, and DeAlejandro fabricated a false Dishonorable Discharge as reason for his separation. The separation of Caldwell from his employment and the label of "Dishonorable Discharge" given to TECLOSE are unrelated and not grounded on Plaintiff's work performance or absence from work, but were in fact done because of Plaintiff's exercise of protected speech

171. The actions of Trevino, Lozano, and DeAlejandro set forth above violated Plaintiff's right of free speech as guaranteed by the First and Fourteenth Amendments to the United States Constitution, and would chill a reasonable person in the exercise of protected rights.
172. Defendant Harris County is liable for the violations of Plaintiff's rights as set forth above because Trevino as an elected official is the person who, pursuant to state law, is given the final authority to make and execute disciplinary employment policy on behalf of Harris County, in Constable's Office Precinct 6.
173. But for Caldwell's exercise of Free Speech, Plaintiff would not have been subjected to the adverse actions inflicted upon him by Lozano, Trevino, DeAlejandro.
174. As a result of the actions of the defendant's set forth above, Plaintiff has been damaged by loss of income, loss of benefits, loss of professional stature, and public humiliation of being forced to resign as HUD Lieutenant.
175. Plaintiff seeks compensatory damages, punitive damages, costs of this action, attorney's fees, and any other relief as the Court deems fair and appropriate under the circumstances.

B. VIOLATION OF LIBERTY INTEREST

176. Plaintiff adopts and incorporates herein the factual averions in Sections IV and V of this petition.
177. Defendants Lozano, DeAlejandro, and Trevino maliciously published false statements by oral communication, written communication, and/or conduct asserting as fact that Plaintiff was not forthcoming in his investigation of the police-impersonator, that Plaintiff abandoned his position, that Plaintiff was untruthful, insubordinate, and that Plaintiff was under a criminal investigation.
178. Defendants Lozano, DeAlejandro, and Trevino's statements were not only false but calculated to damage Caldwell's career while constructively and/or actively terminating his employment.
179. Defendants Lozano, DeAlejandro, and Trevino's statements clearly identified by Plaintiff by name when published to third parties, and they deprived Plaintiff of a protected liberty interest without due process of law.
180. Defendants Lozano, DeAlejandro, and Trevino's statements were defamatory per se under the common law because their statements injured Plaintiff in Plaintiff's profession.
181. Defendants Lozano, DeAlejandro, and Trevino's statements including their "Forms" on October 28, 2013 were false.

182. Defendants Lozano, DeAlejandro, and Trevino are strictly liable to Plaintiff for the defamation because Plaintiff is a private figure suing non-media Defendants over speech involving a private issue.

183. Defendants Lozano, DeAlejandro, and Trevino's false statements were defamatory per se, which entitles Plaintiff to a presumption of general damages.

184. The actions of Lozano, DeAlejandro, and Trevino set forth above have in addition to causing his termination, stigmatized the career of Plaintiff, causing him to be the object of scorn and ridicule, and thereby violating Plaintiff's liberty interest in his good name in violation of the Fourteenth Amendment to the United States Constitution.

185. Defendant Harris County is liable because Trevino is an elected official and the person within the Harris County Constable's Office Precinct 6 with ultimate authority to make and execute disciplinary personnel policy for the county with respect to Plaintiff.

186. The actions of Lozano, DeAlejandro, and Trevino set forth above were taken with malice and in bad faith, entitling plaintiff to an award of exemplary damages.

187. Plaintiff seeks compensatory damages, punitive damages, exemplary damages, costs of this action, attorney's fees, and any other relief as the Court deems fair and appropriate under the circumstances.

C. RACIAL DISCRIMINATION

188. Plaintiff adopts and incorporates herein the factual averions in Sections IV and V of this petition.

189. Plaintiff was forced to resign in order to protect his health and career, due to a hostile work environment created by unwanted harassment and discriminatory employment practices by Lozano, DeAlejandro, and Trevino, yet was given a Dishonorable Discharge for falsely alleged insubordination and untruthfulness.

190. Lozano, DeAlejandro, and Trevino treated African-American employees less favorably and/or disparately than they treated Hispanic and Caucasian employees of Precinct 6.

191. Plaintiff performed his duties in a competent and satisfactory manner.

192. Plaintiff has lost wages and other financial incidents of employment because of Lozano's, DeAlejandro's, and Trevino's conduct.

193. Lozano's, DeAlejandro's, and Trevino's conduct was deliberate and intentional and reflects an evil motive or reckless indifference to Plaintiff's rights, feelings, and entitlement to employment without discrimination

because of race or color.

194. Plaintiff seeks compensatory damages, punitive damages, exemplary damages, costs of this action, attorney's fees, and any other relief as the Court deems fair and appropriate under the circumstances.

VI. JURY DEMAND

195. Plaintiff demands that this Court empanel a lawful jury to hear this case.

VII. RESERVATION OF RIGHTS

196. Plaintiff specifically reserves the right to bring additional causes of action against all Defendants and to amend this Petition as necessary.

VIII. PUNITIVE DAMAGES

197. As a consequence of the foregoing clear and convincing facts and the willful and malicious nature of the wrongs committed against the Plaintiff, which damaged his reputation, Plaintiff is entitled to exemplary damages against each individual defendant, as permitted by law to punish them for their respective violations of the United States Constitution and to deter others public officials from similar, unlawful activity.

IX. ATTORNEY'S FEES

198. As a consequence of the foregoing facts and the actions committed by Defendants against Plaintiff, Plaintiff has had to retain legal counsel to address Defendants misconduct. Plaintiff seeks attorney's fees under Title

42 USC, §1988, against Defendants jointly.

X. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendants be cited to appear and to answer herein and that upon final trial before a jury, a judgment be entered by the Court in favor of Plaintiff against Defendant, in an amount in excess of the minimum jurisdictional limits of this Court, for compensatory damages, jointly and severally, as well as punitive damages, reasonable attorneys' fees, reasonable paralegal fees, costs of court, and pre-and post-judgment interest at the highest rate allowed by law.

Respectfully submitted,

WATTS & COMPANY LAWYERS, LTD.

/s/ Larry Watts

Larry Watts

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