

TIMOTHY BOURQUE, ET AL

15th JUDICIAL DISTRICT COURT

VERSUS

DOCKET NO. C-113137

CITY OF ABBEVILLE

VERMILION PARISH, LOUISIANA

PLAINTIFFS' POST TRIAL MEMORANDUM

MAY IT PLEASE THE COURT

NOW INTO COURT, through undersigned counsel, comes TIMOTHY BOURQUE, ET AL ("Plaintiffs") who submits this Post Trial Memorandum in accordance with the Court's request.

FACTUAL BACKGROUND

This matter arises from a Petition for Declaratory Relief and Damages filed by eleven (11) current and/or former senior ranked Police Officers of the Abbeville Police Department (hereinafter "Plaintiffs") against Defendant, City of Abbeville, concerning the application of La. R.S. 33:2212(F). Pursuant to Louisiana law, the City of Abbeville is required to establish a pay schedule for all employees of the Abbeville Police Department. Said pay schedule is memorialized by statute under La. R.S. 33:2212(F). Previously this Court ruled in favor of Plaintiffs on a Partial Motion for Summary Judgment finding that the City of Abbeville's current pay schedule for Plaintiffs is in violation of La. R.S. 33:2212(F). The Court further ruled that there remains a genuine issue of what amount, Defendant, City of Abbeville, owes Plaintiffs in back wages and benefits. This Judgment was upheld by the Third Circuit after denying the City of Abbeville's Writ Application.

LAW AND ARGUMENT

The issue presented at trial is what amount, Defendant, City of Abbeville, owes Plaintiffs as back wages and benefits as a result of the unlawful pay schedule that violates La. R.S. 33:2212(F). La. R.S. 33:2212(F) states:

"F. (1) Notwithstanding the provisions of Subsections A and B of this Section, in the city of Abbeville the minimum salaries of full-time employees of the police department shall be in accordance with the following schedule:

- (a) A police officer shall receive a minimum monthly salary of seven hundred sixty-six dollars and eighty cents per month.
- (b) A police officer first class shall receive a minimum monthly salary of not less than fifteen percent above that of a police officer.
- (c) A sergeant shall receive a minimum monthly salary of not less than twenty-five percent above that of a police officer.
- (d) A lieutenant shall receive a minimum monthly salary of not less than fifty percent above that of a police officer.

(2) On and after August 1, 1982, each member of the police department of the city of Abbeville who has had three years continuous service shall receive an increase in salary of two percent and shall thereafter receive an increase in salary of two

percent for each additional year of service. Both the base pay and accrued longevity shall be used in computing such longevity pay.

(3) Notwithstanding any other provisions of law to the contrary, the city of Abbeville is hereby authorized to grant equal raises to all full-time officers of the Abbeville Police Department, without consideration of rank or longevity. The raises shall be funded by an additional sales tax, if approved by the registered voters of the city." **(Emphasis Ours)**

In the present case, the Court heard testimony from the Plaintiffs' Expert Witness, Mr. Michael Broussard, CPA. Mr. Broussard testified as to his calculations of what amount each Plaintiff should be paid based off the fact that starting officer's salary is \$40,000.00 per year. Mr. Broussard's updated findings were submitted into evidence as Plaintiffs Exhibit 9, see below.

City of Abbeville Police Payroll Analysis January 1, 2023 to November 28, 2025							SCHEDULE 1	
OFFICER	Page Number	Rank	As of 11-28-25 Retroactive Amount Owed	10.00% Retirement Owed by Officer	1.45% Payroll Tax Owed by Officer	Net Amount due to Officer	Retirement Paid by Employer	City's Total Cost
LESTER LUQUETTE, JR	6	LT	\$ 34,433.05	\$ 2,913.45	\$ 499.28	\$ 31,020.32	\$ 9,899.48	\$ 44,831.81
CHRIS HARDY	8	LT	30,785.37	3,066.86	446.39	27,272.12	10,378.20	41,609.96
EUGENE ROUGEAUX	10	LT	36,383.60	2,912.51	527.56	32,943.53	9,896.62	46,807.78
SCOTT ROBERSON	12	LT	33,210.12	2,773.28	481.55	29,955.29	9,423.00	43,114.67
ROBERT RIGGS	14	LT	35,583.99	2,731.28	515.97	32,336.74	9,312.72	45,412.68
TRACY SONNIER	15	SGT	6,953.30	507.26	100.82	6,345.22	1,654.55	8,708.67
TIMOTHY BOURQUE	17	SGT	19,509.85	1,539.05	282.89	17,687.91	5,224.85	25,017.60
RANDALL NUGIER	19	SGT	19,261.06	1,446.91	279.29	17,534.86	4,915.15	24,455.50
RODNEY VINCENT	21	SGT	14,772.82	1,191.78	214.21	13,366.83	4,051.81	19,038.84
JEREMY DEVILLE	23	SGT	18,791.52	1,430.03	272.48	17,089.01	4,857.12	23,921.12
BRITTANY HEBERT	24	SGT	8,290.75	648.62	120.22	7,521.91	2,134.10	10,545.06
			\$ 257,975.43	\$ 21,161.03	\$ 3,740.66	\$ 233,073.74	\$ 71,747.60	\$ 333,463.69

Mr. Broussard's calculations correctly set forth each officers pay based on the base pay amounts of a sergeant and lieutenant and then properly takes into account each officers accumulated longevity pay through their years of service with APD.¹ If the Court reviews each officer's rank, apply the base pay for their rank per La. R.S. 33:2212(F)(1)(c) and (d), and then add the longevity numbers calculated by Defendant's own expert, then the Court will find that the numbers are nearly equal to the number calculated by Plaintiff's expert.² Plaintiffs' expert also testified as to what amount each officer should be paid per pay period which then provided the Plaintiffs expert with the appropriate number to calculate the back wages owed in Plaintiffs' Exhibit 9.³

Defendant, on the other hand, attempts to argue through use of their Expert Witness, Steven Moosa CPA, that the pay tier calculation should use pre-2023 compensation for determination of any shortfall in pay. For starters, this is the same argument that was made at the

¹ See Plaintiffs' Exhibit 7

² See Defendant's Exhibit 1, Page 7, Column E; and Testimony of Michael Broussard, CPA Pg. 11 Ln.'s 31 - Pg. 18, Ln. 21.

³ See Testimony of Michael Broussard, CPA Pg. 11 Ln.'s 31 - Pg. 18, Ln. 21.

Summary Judgment hearing back in February of 2025. This argument fails for a number of reasons.

First, we would once again direct the Court's attention to Boneski v. City of Abbeville, 745 So. 2d 1229 (La. App. 3 Cir. 11/17/99) wherein the Court ruled that La. R. S. 33:2212(F) applies to ensure that the salary differentials of these senior officers' must reflect the appropriate percentage based on the minimum actual salary of starting police officers. (Emphasis Ours). Clearly based on the interpretation of the Third Circuit's ruling in Boneski, the senior officers' salary shall be based off minimum actual salary of a starting officer in 2023 which is undisputed as \$40,000.00.⁴ Mr. Moosa tried to deflect the fact that starting officers' salaries are \$40,000.00, but cannot deny that fact as true. Since that fact is true, then it is also true that the minimum salary for a sergeant is \$50,000.00 and a lieutenant is \$60,000.00.⁵ From there the Court must then determine the longevity pay of each Officer based on La. R.S. 33:2212(F)(2) and add that into the minimum salary for the respective officer and their position. The Court will note that each Plaintiff has longevity pay that it has earned through its year of service with the Abbeville Police Department.⁶ That leads the Court to reach only one set of numbers, which are those of the Plaintiffs Expert.

Second, the City attempts to argue through its Expert Witness that La. R.S. 33:2212(F)(3) allows the City to disregard the other subsections of the statute. Plaintiffs obviously disagree and believe that subsection (F)(3) must live in harmony with the other subsections.

The function of statutory interpretation and the construction given to legislative acts rests with the judicial branch of the government. Theriot v. Midland Risk Ins. Co., 95-2895 (La.5/20/97), 694 So.2d 184, 186. The rules of statutory construction are designed to ascertain and enforce the intent of the Legislature. Succession of Boyter, 99-0761 (La.1/7/00), 756 So.2d 1122, 1128; State v. Piazza, 596 So.2d 817, 819 (La.1992). Legislation is the solemn expression of legislative will and, thus, the interpretation of legislation is primarily the search for the legislative intent. Boyter, 756 So.2d at 1128; Cat's Meow, Inc. v. City of New Orleans through Dep't of Fin., 98-0601 (La.10/20/98), 720 So.2d 1186, 1198. We have often noted the paramount consideration in statutory interpretation is ascertainment of the legislative intent and the reason or reasons which prompted the Legislature to enact the law. State v. Johnson, 03-2993 (La.10/19/04), 884 So.2d 568, 575; Theriot, 694 So.2d at 186. The intent of La. R.S. 33:2212(F)(3) was to allow for the City of Abbeville to generate sales tax revenue in order to increase Abbeville Police Department salaries. It was not to repeal the other subsections.

⁴ See Plaintiffs Exhibit 1.

⁵ See Testimony of Steven Moosa, CPA at Pg. 40, Ln.'s 23 – 32, and Pg. 41, Ln.'s 1 - 8.

⁶ See Defendant Exhibit 1, page 7 Column E.

The starting point in the interpretation of any statute is the language of the statute itself. Johnson, 884 So.2d at 575; Theriot, 694 So.2d at 186. "When a law is clear and unambiguous and its application does not lead to absurd consequences, the law shall be applied as written and no further interpretation may be made in search of the intent of the legislature." La. Civ. Code. art. 9; Johnson, 884 So.2d at 575. However, "when the language of the law is susceptible of different meanings, it must be interpreted as having the meaning that best conforms to the purpose of the law." La. Civ. Code art. 10; Fontenot v. Reddell Vidrine Water Dist., 02-0439 (La.1/14/03), 836 So.2d 14, 20. Moreover, "when the words of a law are ambiguous, their meaning must be sought by examining the context in which they occur and the text of the law as a whole." La. Civ. Code art. 12.

It is also well established that the Legislature is presumed to enact each statute with deliberation and with full knowledge of all existing laws on the same subject. Johnson, 884 So.2d at 576; State v. Campbell, 03-3035 (La.7/6/04), 877 So.2d 112, 117. Thus, legislative language will be interpreted on the assumption the Legislature was aware of existing statutes, well established principles of statutory construction and with knowledge of the effect of their acts and a purpose in view. Johnson, 884 So.2d at 576-77; Campbell, 877 So.2d at 117. It is equally well settled under our rules of statutory construction, where it is possible, courts have a duty in the interpretation of a statute to adopt a construction which harmonizes and reconciles it with other provisions dealing with the same subject matter. La. Civ. Code art. 13; City of New Orleans v. Louisiana Assessors' Retirement and Relief Fund, 05-2548, 986 So.2d 1 (La.10/1/07) Emphasis ours.

In the present case, Plaintiffs take the position that the legislative intent of La. R.S. 33:2212(F)(3) is clear. The legislature intended to allow the City of Abbeville to grant equal raises to all full-time officers of the Abbeville Police Department without consideration of rank or longevity through the use of a sales tax, if approved by the voters. Being that the legislature did not amend or repeal subsection (F)(1) and (F)(2), the Court must adopt a construction which harmonizes and reconciles it with each other. In other words, the City should have applied (F)(3) in a manner that co-exists with (F)(1) and (F)(2). Counsel for Plaintiff attempted to illicit this understanding from the City's Expert Witness in his cross examination:

Q: Well, let's just use round numbers because I'm terrible at math and you're obviously really good at it. So let's say base pay is Twenty Thousand (20,000.00) and the City Council decides we're going to give a 50 percent raise across the board. So the base pay would've gone from Twenty to Thirty, correct?

A: That's right.

Q: Okay. And then let's say the senior officer was making Forty Thousand (40,000.00) and they say that 50 percent raise, he would've gotten Twenty Thousand (20,000.00), correct?

- A: That's probably -- at a 50 percent increase, yes.
- Q: Okay. So if you did a flat number with a starting officer at Twenty Thousand (20,000.00) and they get a Five Thousand Dollar (\$5,000.00) raise then he's getting a 25 percent raise, correct?
- A: That's right.
- Q: Okay. And if they did a Five Thousand (\$5,000.00) for the officer that's got a Forty Thousand Dollar (\$40,000.00) salary, what percentage raise is he getting?
- A: He's getting one-eighth.
- Q: Yeah, is that less than what the starting officer got?
- A: Percentage wise it is, dollar wise it's the same.
- Q: Okay, so it could go either way what's considered an equal raise across the board, right?
- A: No. They said Thirteen Thousand Three Hundred and Forty (13,340.00) equal pay raise.
- Q: Who said that?
- A: What was approved by the council which was presented to the council and recommended by the police chief.⁷

Had the City adopted a one time equal "Percentage" raise to all full-time officers of Abbeville Police Department starting back in 2020, the three subsections would have harmonized and reconciled with each other and this issue would not exist. The City's expert testified that the numbers were in line with La. R.S. 33:2212(F)(1) prior to those raises.⁸ It is clear based on the evidence and testimony that the City using a hard number of \$6,500 in 2020 and \$13,340.00 in 2023 for the pay raises across ranks caused the wage issue that led to the City's pay scale violating La. R.S. 33:2212(F).⁹ Again, a percentage raise would have alleviated that issue. The Plaintiffs are asking this Court to make that finding and order the pay of each officer to be an amount that would've equaled that percentage, which would then bring the pay scale of each senior officer in compliance with the statute.

It is anticipated that the City would argue that the new subsection (F)(3) repeals (F)(1) by implication based on La. C.C. Art. 8. However, it is well-settled in the jurisprudence that repeals by implication are not favored and that a repeal by implication will be found only when there is an irreconcilable conflict between two statutes (or constitutional provisions) and where there exists no possible construction that could give both provisions effect. *Jordan v. Louisiana Gaming Control Board*, 98-1122, 98-1133, 98-1134, p. 9 (La.5/15/98), 712 So.2d 74, 80-81; *State v. Craig*, 93-2515, 93-2654, 93-2589, p. 7 (La.5/23/94), 637 So.2d 437, 443; *State v. Standard*

⁷ See Testimony of Steven Moosa, CPA at Pg. 43, Ln.'s 24 - 32, and Pg. 44, Ln.'s 1 - 21.

⁸ Id., Pg. 45, Ln.'s 2 - 21.

⁹ See Defendant's Exhibit 1, Pg. 6 Schedule A

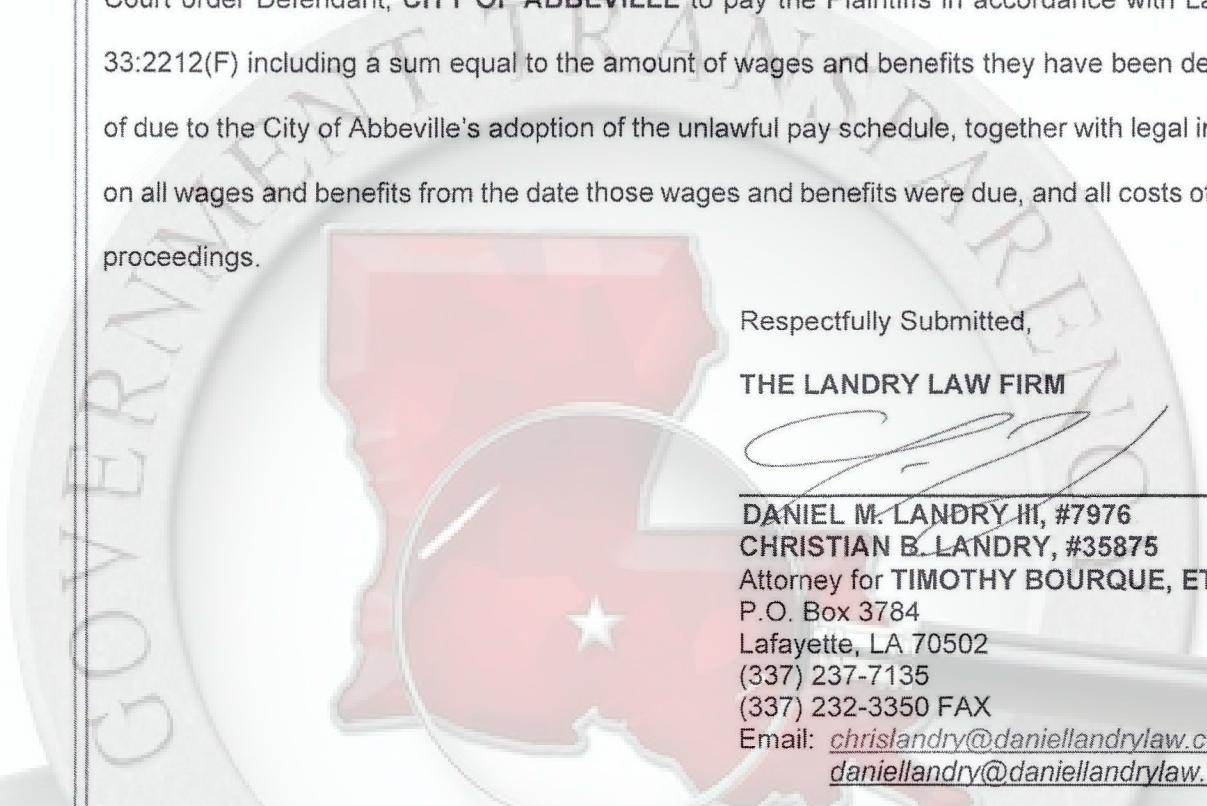
Oil Co. of Louisiana, 188 La. 978, 178 So. 601, 626 (1937). Again, had the City applied the two statutes in the proper manner, the City could give both provisions effect, and the statutes could exist in harmony. Essentially, there is no conflict that exists between the statutes so there is no implied repeal of (F)(1) by the enactment of (F)(3). The City merely failed to think through the ramifications of applying an equal set dollar amount raise as opposed to an equal percentage raise. That is the crux of the issue and what has led to the improper pay of the senior officers.

CONCLUSION

For the foregoing reasons, **TIMOTHY BOURQUE, ET AL** respectfully request that that the Court order Defendant, **CITY OF ABBEVILLE** to pay the Plaintiffs in accordance with La. R.S. 33:2212(F) including a sum equal to the amount of wages and benefits they have been deprived of due to the City of Abbeville's adoption of the unlawful pay schedule, together with legal interest on all wages and benefits from the date those wages and benefits were due, and all costs of these proceedings.

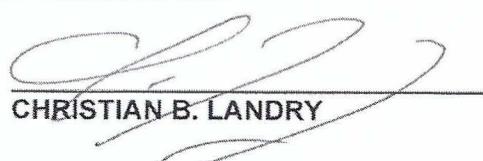
Respectfully Submitted,

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**CITIZENS FOR A
Revolutionary L**
CERTIFICATE
I HEREBY CERTIFY that a copy of the above and foregoing has been forwarded to opposing counsel via email.

Lafayette, Louisiana, this 15th day of December, 2025.


CHRISTIAN B. LANDRY