

TIMOTHY BOURQUE, ET AL
VERSUS
CITY OF ABBEVILLE

NUMBER C-113137
15TH JUDICIAL DISTRICT COURT
PARISH OF VERMILLION
STATE OF LOUISIANA

CITY OF ABBEVILLE'S POST-TRIAL MEMORANDUM

MAY IT PLEASE THE COURT:

Defendant City of Abbeville ("City") respectfully submits this post-trial memorandum in accordance with this Honorable Court's order.

As this Honorable Court is aware, this lawsuit arises from a dispute concerning the current pay schedule for city of Abbeville police officers ("plaintiffs") on the basis that the City's police officer pay schedule is not in compliance with state law. Plaintiffs allege they are entitled to back wages and benefits.

Based on the evidence presented at trial, the City has been properly paying the plaintiffs. With respect, plaintiffs' claims for back pay and benefits should be denied.

I. LAW

The evidence at trial showed the City's police officer pay scale does not violate state law.

A. La. R.S. 33:2212(F)

La. R.S. 33:2212(F) provides, in relevant part:

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.

The City's expert CPA, Mr. Steven Moosa, testified and provided mathematical calculations to the Court based on various legal parameters in this suit.

Mr. Moosa further testified and explained how plaintiffs' proposed pay-scale calculations are incorrect.

II. DOCUMENTARY EVIDENCE AND TESTIMONY PRESENTED AT TRIAL

Most of the facts in this lawsuit are not in dispute.

The Court was provided with the respective pay amounts for each plaintiff officer and for each officer rank. See, City's Exhibit 2. The Court was provided with the receipts and releases executed by certain officers that pertain to an across-the-board uniform pay supplement (hereinafter "pay supplement") that was provided to all officers without respect to rank. City's Exhibit 3.

The Court heard testimony from plaintiffs' CPA expert witness Steven G. Moosa to assist the Court with determining what, if any, additional pay and benefits are owed to each officer. In connection with that testimony City filed into evidence Mr. Moosa's reports, with schedules, to show the various pay calculations for each plaintiff. City's Exhibit 1.

A. Mr. Moosa's Schedule A

Schedule A of Mr. Moosa's report and as explained by his trial testimony shows the salary of the plaintiff officers and takes into consideration their pay after the pay supplement took effect and then compares that to the base required pay based on the statute, La. R.S. 33:2212(F). The Schedule A table shows that prior to 2020 the officer's base pay for patrol officers was almost Twenty Thousand One Hundred and Sixty Dollars (\$20,160.00). Sergeants are required to be paid 25 percent more than that and lieutenants are to be paid 50 percent more than that.

i. Pay for Lieutenants

In 2020, in accordance with subsection (F)(3) of the R.S. 33:2212, equal across-the-board pay supplements in the amount of Six Thousand Five Hundred (\$6,500.00) were provided to all

officers. In 2023, the City, following the same statute subsection, provided equal pay supplements of Thirteen Thousand Three Forty (\$13,340.00); the intent of that amount was to get the total pay (base pay plus the across-the board pay supplement) of patrolmen to Forty Thousand Dollars (\$40,000.00). And from that base pay of Forty Thousand (\$40,000.00) the lieutenants would be making Fifty Thousand Eighty Dollars (\$50,080.00) because their base pay was Thirty Thousand Two Forty (\$30,240.00) prior to 2020 and adding to it the pay supplements of 2020 and 2023, their base pay would be Fifty Thousand Eighty Dollars (\$50,080.00) annually.

Mr. Moosa explained that based on the information provided in the table in Schedule A, there is no deficiency with respect to lieutenant pay. In the column labeled "Wage Adjustment", C minus D, reveals no pay deficiency per R.S. 33:2212(F). Mr. Moosa compared the pay for each of the lieutenants.

For Lt. Luquette, his base salary, post-pay supplement of 2023, should be Fifty Thousand and Eighty Dollars (\$50,080.00). Luquette's current pay as of January 2023 was Seventy-One Thousand and Twenty Dollars (\$71,020.00). As a result, Luquette's pay above the base pay requirement according to the statute.

For Lt. Hardy, his required pay is Fifty Thousand Eighty Dollars (\$50,080.00). His current pay is Sixty-One Thousand Two Forty-Three (\$61,243.00), which is greater than the statutory base pay requirement.

For Lt. Rougeaux, his current pay as of January 2023, post-supplement, was Sixty Thousand Five Hundred Twenty-Nine Dollars (\$60,529.00) annually, and that also exceeds the base pay of Fifty Thousand Eighty (\$50,080.00).

With respect to Lt. Roberson, his pay as of January 2023 after the pay supplement was Fifty-Three Thousand Five Fifty-One (\$53,551.00), which again exceeds the base pay of Fifty Thousand Eighty Dollars (\$50,080.00).

The same for Lt. Riggs. His current pay was Fifty-Three Thousand Five Fifty-One (\$53,551.00) which exceeds his base pay of Fifty Thousand Eighty Dollars (\$50,080.00).

Based on the calculations provided in the table in Schedule A, there is no deficiency with respect to lieutenant pay.

ii. Pay for Sergeants

Sergeants would have a base pay of Forty Thousand and Forty Dollars (\$40,040.00) based on their base tier pay of Twenty-Five Thousand Two Hundred (\$25,200.00) prior to 2020 and the equal across-the-board pay supplement of Six Thousand Five Hundred (\$6,500.00) in 2020 and the 2023 equal pay supplement of Thirteen Thousand Three Forty (\$13,340.00).

For Sgt. Sonnier, her base pay required by the statutes, would be Forty-Five Thousand Forty Dollars (\$45,040.00), she was making Forty-Seven Thousand Twenty-One Dollars (\$47,021.00); that's what was paid to her in January 2023. That amount exceeds the base pay by approximately Two Thousand Dollars (\$2,000.00).

For Sgt. Bourque, his base pay is Forty-Six Thousand Five Thirty (\$46,530.00) which exceeds the required base pay of Forty-Five Thousand Forty (\$45,040.00).

For Sgt. Nugier, his current pay was Forty-Six Thousand Five Thirty (\$46,530.00) which exceeds his base pay of Forty-Five Thousand Forty (\$45,040.00).

For Sgt. Vincent, he was hired in the same year, 2019, his current pay at that time was Forty-Six Thousand Five Thirty (\$46,530.00) which exceeded the required base pay of Forty-Five Thousand Forty (\$45,040.00).

For Sgt. Hebert, she was making Forty-Seven Thousand Nine Hundred Thirty-Seven Dollars (\$47,937.00) in January of '23 after the pay supplement, and the base pay for sergeants is Forty-Five Thousand Forty Dollars (\$45,040.00).

With respect to Schedule A Mr. Moosa testified that, based on the statute, the officers are being paid more than the required base pay.

B. Schedule B – Incorporating Longevity Pay

Mr. Moosa testified regarding Schedule B, which incorporates a two percent annual longevity increase pay raise into the calculations. Taking that into consideration Mr. Moosa calculated what their base pay would be if it included longevity pay.

Column A shows the tiered base pay for each officer, which was from prior to 2020. Column B shows the 2020 equal pay supplement of Sixty-Five Hundred Dollars (\$6500.00). The respective required salaries prior to 2023 for lieutenants would be Thirty-Six Thousand Seven

Hundred Forty Dollars (\$36,740.00). And for sergeants it would be Thirty-One Thousand Seven Hundred Dollars (\$31,700.00).

Mr. Moosa then compared those figures to their salary prior to January 2023 with what they were actually being paid in December 2022. Moosa subtracted the amount each was being paid from the required base pay from 2022. That figure is reflected in Column E, which gives their longevity pay; how much pay they received based on their two percent raises each year from their hire dates. And then Mr. Moosa took the longevity pay and added that to the post-supplement base salary, which on the table of the schedule, lieutenants would be paid Fifty Thousand Eighty Dollars (\$50,080.00), sergeants would be paid Forty-Five Thousand Forty (\$45,040.00). Mr. Moosa then added that amount to their longevity pay to get a minimum salary each would be earning if longevity pay is included. Those figures are in Column G. And when Mr. Moosa compared the amount of the officers' actual annual pay, as of January 2023, each officer's pay was in line with the required base pay.

i. Pay for Lieutenants

With respect to Lt. Luquette, he is being paid in line with what would be expected from the statutes, required base pay, and longevity pay if it is to be included. Luquette is being paid Seventy-One Thousand Nineteen Dollars and Fifty-Two Cents (\$71,019.52) and the annual amount required minimum would be the same amount, Seventy-One Thousand Nineteen and Fifty-Two Cents (71,019.52).

With respect to Lt. Hardy, he is in the same situation. His actual pay as of January 2023 equals the minimum required salary.

For Mr. Rougeaux, the same finding thing.

Mr. Scott Roberson, he is being paid Fifty-Four Thousand Fifteen Dollars (\$54,015.00) and the minimum required salary based on the calculations, with longevity, he's owed the same amount Fifty-Four Thousand Fifteen Dollars (\$54,015.00).

For Mr. Robert Riggs, he is being paid Fifty-Three Thousand Five Fifty-One (\$53,551.00), based on the calculation of required base pay and added longevity pay, and he should be paid Fifty-Three Thousand Five Fifty-One (53,551.00).

Based on the calculations, even with added longevity pay, all the lieutenants are being paid the required amount.

ii. Pay for Sergeants

For Sgt. Tracy Sonnier, based on the longevity that she would receive, plus the base required pay of Forty-Five Thousand Forty (45,040.00), she should be paid Forty-Seven Thousand Twenty-One Dollars (\$47,021.00) annually. As of January 2023, she was being paid Forty-Seven Thousand Twenty-One Dollars (\$47,021.00).

For Sgt. Timothy Bourque, required base pay with his longevity would be Forty-Six Thousand Five Hundred and Thirty Dollars (\$46,530.00). As of January 2023, he was being paid Forty-Six Thousand Five Hundred and Thirty Dollars (\$46,530.00).

For Sgt. Randall Nugier, he was paid Forty-Six Thousand Five Hundred and Thirty Dollars (\$46,530.00) as of January 2023 and based on the base pay and his longevity, he should be paid Forty-Six Thousand Five Hundred Thirty Dollars (\$46,530.00).

For Sgt. Rodney Vincent, his required base pay with longevity would be Forty-Six Thousand Five Hundred Thirty (\$46,530.00) and he was paid Forty-Six Thousand Five Hundred Thirty Dollars (\$46,530.00) as of January 2023.

For Sgt. Jeremy Deville, his base pay with longevity would be Forty-Six Thousand Four Hundred and Ninety-Seven Dollars and Eighty-Eight Cents (\$46,497.88), and as of January 2023 he was being paid Forty-Six Thousand Four Hundred and Ninety-Seven Dollars and Eighty-Eight Cents (\$46,497.88).

For Sgt. Brittany Hebert, her required base pay with longevity, Forty-Seven Thousand Nine Thirty-Six and Ninety-Eight Cents (\$47,936.98) and she was being paid Forty-Seven Thousand Nine Thirty-Six Dollars and Ninety-Eight Cents (\$47,936.98).

Based on the calculations, even with added longevity pay, all the sergeants are being paid the required amount.

C. Schedule C – “Hypothetical” Compensation

Mr. Moosa prepared what he described as “hypothetical compensation” in Schedule C, to interpret plaintiffs’ expert, Mr. Michael Broussard’s report, as a summary amount of what Mr. Broussard had proposed to be owed as back pay. Schedule C shows that it appeared plaintiffs were

adding an additional Ten Thousand Dollars (\$10,000.00) to each lieutenant's pay and an extra Four Thousand Dollars (\$4,000.00) to each sergeant's pay above and beyond what they're actually being paid as of January of 2023. Mr. Moosa did not agree with Mr. Broussard's assumptions and calculations with respect to Mr. Broussard's opinions in applying the statutes. With respect, Mr. Broussard's calculations are incorrect.

D. Summary of Mr. Moosa's Testimony and Opinions

Mr. Moosa calculated and concluded that the pay supplement of 2023, which was Thirteen Thousand Three Hundred and Forty Dollars (\$13,340.00) was in line with R.S. 33:2212(F)(3) which states that the city of Abbeville is authorized to grant equal supplemental pay to all full-time officers. The raises shall be funded by an additional sales tax. That is what was done in this situation. The statutory minimums were met. The City has met or exceeded the minimum salary requirements based on the current pay as presented in Moosa's Schedule A.

And adding in longevity pay, as in Moosa's Schedule B, each officer's pay requirements are in line with what is being paid to the officers. The City's actions in providing an equal supplemental pay amount to the officers were in line with the minimum statutory pay requirements. Nothing in the statute prohibits any pay supplement based on the subsection (F)(3) for the City if it is using the dedicated sales tax funds.

Mr. Moosa's ultimate opinion with respect to the City's implementation of its pay schedule to police officers under 33:2212 (F) is that it follows the statute and there is no pay deficiency for either lieutenants or sergeants.

III. Plaintiffs Have Executed Releases Which Waive Their Rights to Receive an Enhanced Salary Under R.S. 33:2212(F) and the City of Abbeville Has Been Released From Liability

The City introduced as Exhibit 3 documents pertaining to City of Abbeville Resolution No.: R-19-06 and titled as "Acknowledgement, Agreement, Irrevocable Waiver of Rights, and Irrevocable Consent." The rights waivers/releases were executed by the following Abbeville police officers in February 2019:

Timothy Bourque, Chris L. Hardy, Lester Luquette, Jr., Brittany M. Hebert, Eugene Rougeaux, Christopher S. Roberson, Tracy J. Sonnier, and Robert A. Riggs.

The rights waivers/releases state, in relevant part:

“Appearer further acknowledges that it is in his/her best interest to enter into this agreement with the City of Abbeville, to wit:

In consideration for the Mayor and City Council of the City of Abbeville agreeing to an across the board raise for the members of the Abbeville Police Department, subject to the approval of the citizens of the said city by the passage of a new sales tax dedicated in accordance with the said tax proposal, Appearer does hereby agree and bind him/herself as follows:

Appearer irrevocably waives all rights granted under LSA R.S. 33:2212(F) including, but not limited to, the right to receive an enhanced salary in accordance with the salary structure based upon the salary of an entry level police officer:

Appearer irrevocably holds the City of Abbeville, its elected officials, officers, employees, agents, and insurers harmless from any and all claims, including, but not limited to, wages, penalties, other damages, attorney fees, and cost arising, or claiming to arise from actions taken in furtherance of this process;

Appearer irrevocably consents to the amendment of LSA R.S. 33:2212(F) to authorize this one-time across the board raise.”

As set forth in the executed rights waivers/releases, the plaintiff officers have waived any claims to an enhanced salary in exchange for the across-the-board pay raise. This compromise is binding on the claims asserted herein.

A compromise is a contract whereby the parties, through concessions made by one or more of them, settle a dispute or an uncertainty concerning an obligation or other legal relationship. La. Civ. Code Ann. art. 3071. A compromise settles only those differences that the parties clearly intended to settle, including the necessary consequences of what they express. La. Civ. Code Ann. art. 3076. A compromise does not affect rights subsequently acquired by a party, unless those rights are expressly included in the agreement. La. Civ. Code Ann. art. 3078. A compromise precludes the parties from bringing a subsequent action based upon the matter that was compromised. La. Civ. Code Ann. art. 3080. A compromise agreement, like other contracts, is the law between the parties and must be interpreted according to the parties' true intent. *Roberts v. Town of Jonesboro*, 122 So. 3d 1045, 2013 La. App. LEXIS 1593 (La.App. 2 Cir. 2013).

In *Roberts*, when the former fire chief was removed by the appointment of a new fire chief, his attorney made a demand on the town for unused vacation time, paid leave, penalty wages, and attorney fees; the town paid the former chief \$24,407 in exchange for a release of any claim against the town. In the former fire chief's suit against the town for improper termination, the trial court

erred in awarding him money for past due wages, because he had waived any remaining claims by signing the release and accepting the cash settlement. *Id.*

As in *Roberts*, the plaintiff officers accepted an offer of an across-the-board pay raise and have compromised and irrevocably waived any rights to a pay scale adjustment based on R.S. 33:2212(F). Plaintiffs' claims to the contrary must be denied.

IV. This Court must determine the proper state statute to apply to the pay schedule, R.S. 33:2212(F) or 33:2212.1

The City respectfully submits that there is a significant legal issue of which state statute applies to determine the proper pay schedule, R.S. 33:2212(F) or 33:2212.1.

The United States decennial censuses for Abbeville shows its population has been under 12,000 for every census except the 1980 (12,391) and 2010 (12,257). The City's 2020 census population is 11,186. The City asserts that La. Rev. Stat. Ann. § 33.2212.1 governs the pay schedule analysis. Plaintiffs assert that La. Rev. Stat. Ann. § 33.2212(F) applies, even though Abbeville's population is below the 12,000-population threshold.

La. R.S. 33:2212.1, Minimum salaries; municipalities between seven and twelve thousand population, provides:

A. Except as otherwise provided by law, the governing body of each municipality having a population of not less than seven thousand nor more than twelve shall pay each employee of its police department a salary of not less than the minimum rate of pay established in accordance with the grades, ranks or classes of positions as provided in this Section.

B. The minimum monthly salary to be paid any full-time employee of a police department shall be three hundred dollars, and for officers of the grades listed below shall be as hereinafter set forth:

(1) Each employee of the police department employed in the position, grade or class of sergeant, not less than three hundred and thirty dollars per month.

(2) Each employee of the police department employed in the position, grade or class of lieutenant, not less than three hundred and forty-five dollars per month.

(3) Each employee of the police department employed in the position, grade or class of captain, not less than three hundred and seventy-five dollars per month.

(4) Each employee of the police department employed in the position, grade or class of major, not less than four hundred and five dollars per month.

(5) Each employee of the police department employed in the position, grade or class of assistant chief of police, not less than four hundred and twenty dollars per month.

The City submits that since its population has now dropped below 12,000 its pay schedule is governed by R.S. 33:2212.1, which applies to all municipalities in the state with populations below the 12,000 threshold. As such, the City's pay schedule far exceeds R.S. 33:2212.1 and plaintiffs' claims should be denied.

V. CONCLUSION

The documentary evidence and trial testimony show that the City's police officer pay scale does not violate state law, either R.S. 33:2212(F) or 33:2212.1.

Further, the executed rights waivers/releases, the plaintiff officers have waived any claims to an enhanced salary in exchange for the across-the-board pay supplement. This compromise is binding on the claims asserted herein.

The City's population has now dropped below 12,000 and its pay schedule is governed by R.S. 33:2212.1, which applies to all municipalities in the state with populations below the 12,000 threshold. As such, the City's pay schedule far exceeds R.S. 33:2212.1 and plaintiffs' claims should be denied.

Defendant City of Abbeville submits that based on the evidence and testimony presented at the trial, plaintiffs' claims should be dismissed.

Respectfully submitted:

ERLINGSON BANKS, PLLC

BY: /s/ James L. Hilburn

MARY G. ERLINGSON (#19562)

JAMES L. HILBURN (#20221)

One American Place

301 Main Street, Suite 2110

Baton Rouge, Louisiana 70801-1916

Telephone: (225) 218-4446

Fax: (225) 246-2876

merlingson@erlingsonbanks.com

jhilburn@erlingsonbanks.com

notices@erlingsonbanks.com

Attorneys for Defendant, City of Abbeville

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing *City of Abbeville's Post-trial Memorandum* has this day been served upon all counsel of record by electronic mail and/or placed in the U.S. mail, postage prepaid and properly addressed to:

Christian B. Landry
THE LANDRY LAW FIRM
802 General Mouton Ave
Lafayette, LA 70501
PO Box 3784
Lafayette, LA 70502
Email: ChrisLandry@daniellandrylaw.com
Baton Rouge, Louisiana, this 15th day of December 2025.

/s/ James L. Hilburn

James L. Hilburn

Attorney for City of Abbeville

