

TIMOTHY BOURQUE, ET AL

NUMBER C-113137

VERSUS

15TH JUDICIAL DISTRICT COURT

CITY OF ABBEVILLE

PARISH OF VERMILLION

STATE OF LOUISIANA

CITY OF ABBEVILLE’S PRE-TRIAL MEMORANDUM

MAY IT PLEASE THE COURT:

This matter is set for a one-day bench trial on November 10, 2025.

Defendant City of Abbeville (“City”) respectfully submits this pre-trial memorandum in accordance with this Honorable Court’s scheduling 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 to be presented at trial, the City has been properly paying the plaintiffs. With respect, plaintiffs’, Timothy Bourque, et al, claims for back pay and benefits should be denied.

I. PRELIMINARY STATEMENT AND PROCEDURAL HISTORY

Plaintiffs filed suit requesting modification of the City’s police officer pay schedule and are seeking back pay and benefits allegedly owed by the City.

The City filed responsive pleadings and denied liability unto plaintiffs.

Plaintiffs filed a motion for partial summary judgment claiming that no issue of material fact exists to establish that the City’s pay schedule fails to meet state law.

The City opposed the motion and submitted the affidavit of Steven A. Moosa (“Moosa”), CPA, that the plaintiffs’ proposed pay calculations are mathematically incorrect. As plaintiffs’ proposed pay scale calculations are incorrect per Mr. Moosa, City respectfully submitted that factual issues precluded the granting of summary judgment on the issue of back wages and benefits.

That motion was heard on February 3, 2025. This Court granted summary judgment on the issue of the applicability of R.S. 33:2212 but denied summary judgment on the issue of back wages and benefits. Your Honor signed the judgment on February 17, 2025.

The City applied for a writ of review to the Louisiana Third Circuit Court of Appeal. The Third Circuit did not consider or decide the writ.

II. FACTUAL BACKGROUND

This suit involves a pay dispute between the plaintiff police officers and the City. Most of the facts in this lawsuit are not in dispute.

The Court will be provided with the respective pay amounts for each plaintiff officer and for each officer rank. The Court will be provided with other documents, including receipts and releases executed by certain officers that pertain to an across-the-board pay supplement that was provided to all officers without respect to rank.

The Court will hear testimony from plaintiffs' CPA expert witness and from City's CPA expert witness to assist the Court with determining what, if any, additional pay and benefits are owed to each officer.

III. LAW AND ARGUMENT

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

A. The City's pay schedule does not violate 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, will testify and provide mathematical calculations to the Court based on various legal assumptions at issue in this suit.

Mr. Moosa will testify that plaintiffs' proposed pay-scale calculations are incorrect.

By way of example, Mr. Moosa will provide the Court with various calculations for the Court to determine which calculations are in accordance with state law:

1. The pay tier calculation using pre-2023 compensation to determine longevity portion of salary then add current base pay requirement. The resulting amount would then be compared to current pay effective beginning of 2023 for determination of any shortfall in current pay.
2. Plaintiffs' pay tier calculations refer to the base pay of a police officer as \$40,000 per year with sergeant and lieutenant tiered base pay as \$50,000 and \$60,000, respectively. Mr. Moosa will provide calculations to the Court with respect to La. R.S. 33:2212(F)(3), amended in 2020, which provided for an equal pay raise of \$6,500 to the officers without regard to tiers.
3. Plaintiffs' pay tier calculations incorrectly reflect base pay for the lieutenant. The calculation refers to the base pay of a police officer as \$40,000 per year, with sergeant and lieutenant tiered base pay as \$50,000 and \$60,000, respectively. Moosa will provide calculations to the Court with respect to La. R.S. 33:2212(F)(3), amended in 2020, which provided for an equal pay raise of \$6,500 without regard to tiers, with respect to the base pay for sergeants and lieutenants.
4. With regard to Plaintiffs' pay tier calculations, if those calculations should be used at all, the following factors which should be considered: The calculation attempts to identify the longevity portion of current pay without considering the individual officer's timeline of base pay at time of hiring, increases due to rank advancement, if any, and increases due to authorized statute, i.e., La. R.S. 33:2212(F)(3). The calculation uses the current required salary after the 2023 base pay for patrol officers (\$40,000). Mr. Moosa will provide the Court with a calculation using pre-2023 compensation to determine longevity portion of salary then adding the current base pay requirement.

Mr. Moosa will provide your Honor with calculations that will assist the Court with determining what, if any, back pay and benefits, are owed and to which officers.

B. 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's Opposition to Plaintiff's Motion for Partial Summary Judgment submitted as Exhibit B, contained 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.

C. 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 3312.1.

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.

IV. CONCLUSION

The documentary evidence and trial testimony will show that the City's police officer pay scale does not violate state law, either R.S. 33:2212 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 raise. 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 after all the evidence and testimony has been presented at the trial of this matter that plaintiffs' suit should be dismissed.

Respectfully submitted:

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BY: /s/ James L. Hilburn

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Attorneys for Defendant, City of Abbeville

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing *City of Abbeville's Pre-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:

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Baton Rouge, Louisiana, this 31st day of October 2025.

/s/ James L. Hilburn
James L. Hilburn
Attorney for City of Abbeville

