

CIVIL SUIT NUMBER \_\_\_\_\_  
DIVISION " \_\_\_\_\_ "

MOSS BLUFF FIREFIGHTERS LOCAL 5501, ET AL 14<sup>TH</sup> JUDICIAL DISTRICT COURT

VERSES PARISH OF CALCASIEU

WARD 1 FIRE PROTECTION DISTRICT #1 OF CALCASIEU PARISH, ET AL STATE OF LOUISIANA

PETITION

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Moss Bluff Firefighters Local 5501 "Local 5501" and Shane M. Menard, Danny Rose, Matthew Ackman, Aaron Cole, Juan Carlos Vaughn, Leon R. Mitchell, III, Dustin J. Dally, Robert M. Watson, Thomas Ledoux, Edwin Patrick, Edwin E. Sumpter, II, Brandon K. Landry, Bryan Gary, Daniel Myers, Brandon Kingsley, Robert Trahan, Austin Fontenot, Jonathan Stelly, David Bourque, and Charlotte A. Lantier, (collectively referred to as "Plaintiffs") who respectfully represent as follows:

1.

Made defendants herein are:

- (a) **WARD 1 FIRE PROTECTION DISTRICT #1 OF CALCASIEU PARISH**, a political subdivision existing under and by virtue of the constitution and laws of the State of Louisiana, who may be served through its agent and chief executive officer, John Veronie, or in his absence, by any employee of suitable age and discretion at 134 Firehouse Rd., Moss Bluff, Louisiana 70611;
- (b) **GARY L. BROWN** in his official capacity as a Commissioner duly appointed by the Parish governing authority to serve on the governing board of WARD 1 FIRE PROTECTION DISTRICT #1 OF CALCASIEU PARISH, and who may be served at 3079 Northern Drive, Lake Charles, LA 70611;
- (c) **JOHN VERONIE** in his official capacity as a Commissioner duly appointed by the Parish governing authority to serve on the governing board of WARD 1 FIRE PROTECTION DISTRICT #1 OF CALCASIEU PARISH, and who may be served at 1841 North Borel Drive, Lake Charles, LA 70611;
- (d) **RONALD R. HARMON** in his official capacity as a Commissioner duly appointed by the Parish governing authority to serve on the governing board of WARD 1 FIRE PROTECTION DISTRICT #1 OF CALCASIEU PARISH, and who may be served at 1815 Chenin Blanc, Lake Charles, LA 70611;
- (e) **SUE SPICER** in her official capacity as a Commissioner duly appointed by the Parish governing authority to serve on the governing board of WARD 1 FIRE PROTECTION DISTRICT #1 OF CALCASIEU PARISH, and who may be served at 307 Believers Lane, Lake Charles, LA 70611; and

- (f) **DAVID NIXON** in his official capacity as a Commissioner duly appointed by the Parish governing authority to serve on the governing board of WARD 1 FIRE PROTECTION DISTRICT #1 OF CALCASIEU PARISH, and who may be served at 226 Congressman Lane, Lake Charles, LA 70611.

2.

Local 5501 is an unincorporated association having its principal office in the Parish of Calcasieu, Louisiana and appears through its duly elected President Shane Menard. Local 5501 appears and sues in a represented capacity on behalf of its members, who constitute the majority of all classified employees in the fire service employed by the WARD 1 FIRE PROTECTION DISTRICT #1 OF CALCASIEU PARISH ("Fire Protection District"). These members work under similar, if not identical, conditions of employment imposed by the Fire Protection District and are all affected by the Fire Protection District's actions and inactions in a similar or identical manner.

3.

Local 5501 and its officers have standing to sue on behalf of all Local 5501 members who are employed or were formerly employed by the Fire Protection District for the three years predating the filing of this Petition. Local 5501 is the recognized and dues-authorized professional firefighters association, as defined by La. R.S. 42:457.1, for its members with respect to their wages, hours and working conditions. Local 5501 has a keen interest in enforcing all laws affecting firemen to the extent it benefits its dues paying membership as well as its legal standing as a de facto collective bargaining agent for Plaintiffs and similarly situated firemen/employees of the Fire Protection District.

4.

Plaintiffs are all full-time regular employees in the classified service employed as firemen with the Fire Protection District or were so employed at times pertinent to this suit.

5.

The Fire Protection District, as the current or former employer of the individually named Plaintiffs, is liable to Plaintiffs for:

- (a) the wages of which they were wrongfully deprived;
- (b) adjustments to present and future wages;
- (c) adjustments to past, present and future pension/retirement contributions; and
- (d) all costs of this proceeding, including attorney's fees.

6.

The Fire Protection District's historical practices for paying its firemen do not properly separate and track base pay, raises, and longevity increases.

7.

The Fire Protection District's method of paying firemen in the different ranks seems to have evolved over the years without method or rationale and without regard to Classification, resulting in firemen of the same rank and similar years of service being paid differently, in violation of applicable law.

8.

Louisiana Revised Statutes 33:1969 requires that equal recognition and compensation must be paid for equal performance of duty and responsibility.

9.

Firemen employed by the Fire Protection District holding the same ranks, performing the same duty and having the same responsibility are paid widely varying compensation. For example, there are numerous instances where the Fire Protection District is paying shorter tenured firemen higher rates of pay than a longer tenured firemen of the same or higher rank.

10.

Louisiana Revised Statutes 33:1992 requires minimum salary differential between the ranks. Louisiana Revised Statutes 33:1992 also requires that firemen with three years continuous service shall receive an annual increase in salary of two percent each year for the next twenty years (referred to as "longevity pay").

11.

Plaintiffs show that the two percent annual increase (longevity pay) mandated by applicable law must be applied to both base pay, state supplemental pay and accrued longevity.

12.

In addition to violations set forth above, in recent years the Fire Protection District has implemented various pay plans, which resulted in firemen being paid varying amounts of pay and having their rate of pay suddenly reduced without basis or explanation, resulting in pay that fails to segregate pay amounts such in any discernable way that can be measured against statutory requirements.

13.

The Fire Protection District's historical pay practices, have resulted in the Fire Protection District's disparate pay of its firemen and its failure to pay its firemen amounts owed under applicable law.

14.

The Fire Protection District has attempted to modify its pay practices by reducing the amounts paid to certain firemen. These pay reductions violated applicable law. On information and belief, the Fire Protection District did not intend for said reductions in pay to constitute disciplinary action. Out of an abundance of caution, to the extent these reductions in pay constituted disciplinary action, the Fire Protection District violated applicable law, including the protections set forth in La. R.S. 33:2181 et seq.

15.

Plaintiffs seek a judgment which:

- (1) declares that the Fire Protection District's historical pay and/or annual leave practices, including its payment and calculation of overtime, are not in accordance with state law;
- (2) mandates the Fire Protection District retroactively adopt a pay plan that pays firefighters of the same rank equally, maintain the minimum salary differential between ranks, provides for annual longevity increases of two percent and calculates said longevity as required by law;
- (3) declare the amount the Fire Protection District owes to each fireman for the three year period prior to the filing of this suit until judgment is rendered; and
- (4) mandates the Fire Protection District pay each fireman the amount of back wages and pension payments owed, plus attorney's fees, legal interest and all costs and expert fees and/or appropriate the funds necessary to pay such amounts, as mandated by applicable law and/or reflected in any judgment or order rendered by this Court.

16.

JOHN VERONIE, GARY L. BROWN, RONALD R. HARMON, SUE SPICER, and DAVID NIXON, are all Commissioners for WARD 1 FIRE PROTECTION DISTRICT #1 OF CALCASIEU PARISH, and, as such, fix the budget for, and oversee the funding for WARD 1 FIRE PROTECTION DISTRICT #1 OF CALCASIEU PARISH and the payment of its employees, and are sued herein in their official capacity and subject to claims for mandamus and/or mandatory injunctive relief relating to the appropriations, funding, payments and/or the other relief requested herein, including the fulfillment of any

statutory pay awards, retroactive and/or prospective, and such ancillary relief provided by law, declared in favor of Plaintiffs.

17.

In addition to the wages owed each Plaintiff, Plaintiffs are also entitled to penalty wages, interest and attorney fees for the Fire Protection District 's failure to pay Plaintiffs the wages they have earned and are entitled to under applicable law.

18.

Each of the Fire Protection District's obligations set forth above that the Fire Protection District has failed to comply with constitutes a "ministerial duty" and Plaintiffs are entitled to the requested relief as a matter of law. Plaintiffs are entitled to a writ of mandamus under Louisiana Code of Civil Procedure article 3861, *et seq.*

19.

Plaintiffs have suffered and will continue to suffer irreparable harm as a result of the Fire Protection District's failure to pay its firemen in the manner mandated by applicable law. In addition, and/or in the alternative to the writ of mandamus requested above, Plaintiffs are entitled to injunctive relief under Louisiana Code of Civil Procedure article 3601, *et seq.*

**WHEREFORE, PLAINTIFFS PRAY** that Defendants be served with a copy of this Petition, and after all legal delays have elapsed and due proceedings had, there be judgment rendered herein in favor of Plaintiffs, and against Defendants, WARD 1 FIRE PROTECTION DISTRICT #1 OF CALCASIEU PARISH, JOHN VERONIE, GARY L. BROWN, RONALD R. HARMON, SUE SPICER, and DAVID NIXON, ordering the relief requested herein and

- (1) declares that the Fire Protection District's historical pay and/or annual leave practices, including its payment and calculation of overtime, are not in accordance with state law;
- (2) mandates the Fire Protection District retroactively adopt a pay plan that pays firefighters of the same rank equally, maintain the minimum salary differential between ranks, provides for annual longevity increases of two percent and calculates said longevity as required by law;
- (3) declare the amount the Fire Protection District owes to each fireman for the three year period prior to the filing of this suit until such judgment is rendered;
- (4) mandaes the Fire Protection District pay each fireman the amount of back wages, pension payments owed, and penalty wages, plus attorney's fees, legal interest and all costs and expert fees and/or appropriate the funds necessary to pay such amounts, as mandated by applicable law and/or reflected in any judgment or order rendered by this Court; and

(5) all other general and equitable relief to which Plaintiffs are entitled.

Respectfully Submitted,

**FAIRCLOTH, MELTON, BASH & GREEN, LLC**

By: 

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**ATTORNEYS FOR PLAINTIFFS**

**SERVICE INSTRUCTIONS**

**Please serve the following:**

**WARD 1 FIRE PROTECTION DISTRICT #1 OF CALCASIEU PARISH,**

*through its agent and chief executive officer*

John Veronie

134 Firehouse Rd.

Moss Bluff, Louisiana 70611

**GARY L. BROWN**

3079 Northern Drive

Lake Charles, LA 70611

**JOHN VERONIE**

1841 North Borel Drive

Lake Charles, LA 70611

**RONALD R. HARMON**

1815 Chenin Blanc

Lake Charles, LA 70611

**SUE SPICER**

307 Believers Lane

Lake Charles, LA 70611

**DAVID NIXON**

226 Congressman Lane

Lake Charles, LA 70611