

FIRST CIRCUIT COURT OF APPEAL  
STATE OF LOUISIANA

---

NO. \_\_\_\_\_

---

HILLAR C. MOORE, III, IN HIS OFFICIAL CAPACITY  
AS DISTRICT ATTORNEY FOR EAST BATON ROUGE PARISH,

VERSUS

EAST BATON ROUGE PARISH GOVERNMENT, by and through the  
PARISH OF EAST BATON ROUGE METROPOLITAN COUNCIL MEMBERS  
IN THEIR OFFICIAL CAPACITIES, AND EMILE "SID" EDWARDS, IN HIS  
OFFICIAL CAPACITY AS MAYOR-PRESIDENT OF EAST BATON ROUGE

---

CASE NO. C-777371  
19TH JUDICIAL DISTRICT COURT  
JUDGE TARVALD A. SMITH  
EAST BATON ROUGE PARISH, STATE OF LOUISIANA

---

**ORIGINAL APPLICATION FOR SUPERVISORY WRIT**

***EXPEDITED CONSIDERATION REQUESTED***

---

On Application for a Supervisory Writ to review ruling granting the Parish's  
Exception of Improper Joinder

*Civil Writ Application on behalf of Plaintiff, Hillar C. Moore, III,  
in his official capacity as District Attorney*

---

JAMES C. PERCY (LA 10413)  
LAUREN F. MORRISON (LA 40757)  
CAMILLE R. WEBRE (LA 41452)  
**JONES WALKER, L.L.P.**  
445 North Blvd, Suite 800  
Baton Rouge, LA 70802  
Telephone: (225) 248-2142  
Facsimile: (225) 248-3142  
Email: [jpercy@joneswalker.com](mailto:jpercy@joneswalker.com)  
Email: [lmorrison@joneswalker.com](mailto:lmorrison@joneswalker.com)  
Email: [cwebre@joneswalker.com](mailto:cwebre@joneswalker.com)

---

*Attorneys for Plaintiff, Hillar C. Moore,  
III, in his official capacity as District  
Attorney*

**TABLE OF CONTENTS**

Table of Appendices ..... ii

Table of Authorities ..... iii

Request for Expedited Consideration ..... 1

Statement of Jurisdiction.....2

Standard of Review.....2

Statement of the Case.....2

Issue and Question of Law Presented for Review .....6

Assignment of Error.....6

Argument in Support of Application .....6

Prayer for Relief.....16

Affidavit of Verification .....18

**TABLE OF APPENDICES**

APPENDIX A	April 23, 2026 The District Attorney’s Petition for Writ of Mandamus and Incorporated Memorandum in Support Thereof, Suit C-777371.....	001
APPENDIX B	May 28, 2026 The Parish’s Peremptory Exception of No Cause of Action, Dilatory Exception of Unauthorized Use of Summary Proceedings, and Peremptory Exception of Nonjoinder.....	012
APPENDIX C	June 2, 2026 The District Attorney’s Memorandum in Opposition to the East Baton Rouge Parish Government’s Peremptory and Dilatory Exceptions.....	030
APPENDIX D	June 22, 2026 The Parish’s Reply Brief in Support of Exceptions and in Opposition to Request for Mandamus.....	042
APPENDIX E	June 23, 2026 The Individual Defendants’ Peremptory Exception of No Cause of Action and Dilatory Exception of Unauthorized Use of Summary Proceedings.....	056
APPENDIX F	June 24, 2026 Hearing on the Exception of Improper Joinder Transcript Excerpt.....	059
APPENDIX G	July 1, 2026 The District Attorney’s Notice of Intent to Seek Emergency Supervisory Writs and Request for Stay of Proceedings.....	070

**TABLE OF AUTHORITIES**

	<b>Page(s)</b>
<b>Cases</b>	
<i>Ellias v. Ellias</i> , 1994-1049 (La. App. 3 Cir. 3/1/95), 651 So. 2d 610, <i>writ denied</i> , 654 So.2d 333 (La. 5/5/95) .....	13
<i>Hodge v. Babin</i> , 2018-0834 (La. App. 1 Cir. 12/21/18), 2018 La. App. Unpub. LEXIS 387 .....	5
<i>Loeb v. Vergara</i> , 2020-0261 (La. App. 4 Cir. 01/27/21), 313 So. 3d 346 .....	5
<i>Reed v. Wash. Par. Police Jury</i> , 518 So. 2d 1044 (La. 1988) .....	8, 9, 11, 19
<i>Shamieh v. Liquid Transport Corp.</i> , 2007-1282 (La. App. 3 Cir. 1/30/08), 975 So. 2d 161, <i>rehearing denied</i> .....	13
<i>In re Succession of Horrell</i> , 2021-0168 (La. App. 4 Cir. 11/17/21), 331 So. 3d 1072 .....	5
<b>Statutes</b>	
La. Code Civ. Proc. art. 2201 .....	5
La. Code Civ. Proc. art. 641 .....	4, 8, 9, 10, 11, 12, 13, 15, 17, 18
La. Code Civ. Proc. art. 1111 .....	10, 17, 18
La. R.S. § 16:6 .....	4, 8, 9, 11, 12, 14, 15, 16, 17, 18, 19
<b>Other</b>	
La. Const. art. V, § 10 .....	2
La. Unif. R. Ct. App. 4 .....	1, 2

## REQUEST FOR EXPEDITED CONSIDERATION

Pursuant to Rule 4-4 of the Uniform Rules of the Courts of Appeal, Plaintiff-Applicant requests expedited consideration of this writ application. On June 24, 2026, the district court sustained the Defendant, East Baton Rouge Parish’s (the “Parish”) exception of non-joinder and ordered that Plaintiff join in this litigation the municipalities of Zachary, Baker, Central, the City of Baton Rouge, and St. George.<sup>1</sup> This ruling is incorrect because those municipalities are not required parties under La. Code Civ. Proc. art. 641. As a result, the order compels joinder where none is legally warranted and threatens to significantly delay resolution of a straightforward mandamus action seeking to compel the Parish to perform its mandatory statutory duty under La. R.S. § 16:6.

Absent expedited review, the improper joinder ruling will inject unnecessary parties and delay into proceedings that are, by statute and jurisprudence, intended to be summary in nature and resolved promptly. More importantly, this matter presents an urgent public safety issue. The Parish’s ongoing failure to adequately fund the District Attorney’s Office has already resulted in staff attrition, overwhelming caseloads, and significant delays in prosecutions—conditions that directly impair the administration of justice and threaten the safety and welfare of the public.

Additionally, expedited review is warranted because this mandamus action concerns the District Attorney’s statutory funding for the 2026 fiscal year, which is already well underway and nearing completion.<sup>2</sup> The district court’s incorrect ruling necessarily will impose substantial procedural delays. By the time those

---

<sup>1</sup> Although the Judgment on the Exception of Nonjoinder has been submitted to the district court, it has not yet been signed. The District Attorney will supplement this Writ Application once the Judgment is signed.

<sup>2</sup> Section 8.06 of the Plan of Government of the Parish of East Baton Rouge and the City of Baton Rouge provides that “[t]he fiscal year of the Parish, the City, and Districts shall commence on the first day of January in each year and end on the last day of the succeeding December.”

procedural steps are completed, the 2026 fiscal year will be largely, if not entirely, expired, rendering the relief sought substantially impaired or effectively moot. This prejudice is particularly significant in a mandamus proceeding, which is intended to provide a prompt remedy for the enforcement of a clear legal duty.

Expedited consideration is therefore necessary to prevent further strain on the District Attorney's ability to carry out prosecutorial functions, to ensure the continued operation of the criminal justice system in East Baton Rouge Parish, and to protect the public at large.

### **STATEMENT OF JURISDICTION**

Plaintiff-applicant, Hillar C. Moore, III, in his official capacity as District Attorney for East Baton Rouge Parish, invokes the supervisory jurisdiction of this Court pursuant to Article V, § 10 of the Louisiana Constitution, Article 2201 of the Code of Civil Procedure and Rule 4 of the Uniform Rules of the Courts of Appeal. This Court has plenary power to exercise supervisory jurisdiction over district courts.

### **STANDARD OF REVIEW**

Appellate courts review the grant or denial of a peremptory exception on the issue of nonjoinder of a party under an abuse of discretion standard.<sup>3</sup>

### **STATEMENT OF THE CASE**

#### **A. FACTUAL BACKGROUND**

Plaintiff, Hillar C. Moore, III, in his official capacity as District Attorney for the Nineteenth Judicial District (the "District Attorney"), instituted this mandamus proceeding to compel the Parish of East Baton Rouge (the "Parish"), the Metropolitan Council, its individual members, and the Mayor-President

---

<sup>3</sup> See *Hodge v. Babin*, 2018-0834 (La. App. 1 Cir. 12/21/18), 2018 La. App. Unpub. LEXIS 387, \*17 (citing *Foster v. City of Leesville*, 17-1106 (La. App. 3d Cir. 06/13/18), 250 So. 3d 302, 307); *Loeb v. Vergara*, 2020-0261 (La. App. 4 Cir. 01/27/21), 313 So. 3d 346, 395 (quotations omitted) (quoting *Foster v. City of Leesville*, 2017-1106 (La. App. 3 Cir. 06/13/18), 250 So. 3d 302, 307 (quoting *Rayford v. AMTRAK*, 2005-1273 (La. App. 4 Cir. 04/13/07), 962 So. 3d 5, 9)); *In re Succession of Horrell*, 2021-0168 (La. App. 4 Cir. 11/17/21), 331 So. 3d 1072, 1078.

(collectively, “Defendants”) to fulfill their clear, non-discretionary statutory obligations to fund the operations of his office.

This dispute arises from Defendants’ failure to properly fund the District Attorney’s Office for the 2026 fiscal year, despite Louisiana law mandating that certain expenses of that office be paid as priority statutory charges.

As part of the Parish’s annual budgeting process, the District Attorney submitted a detailed proposed budget request in the amount of \$22,600,000.00. That request reflected the expenses necessary for the District Attorney to carry out his constitutional and statutory duties, including the prosecution of criminal matters and the operation of a functioning justice system in East Baton Rouge Parish.

Notwithstanding these requirements, the Mayor-President proposed, and the Metropolitan Council ultimately adopted, a budget allocating only \$7,359,770.00 to the District Attorney’s Office, less than one-third of the amount requested and required for the District Attorney’s constitutional operations. The deficient budget was formally adopted on December 9, 2025, over the objection of the District Attorney.

The consequences of this underfunding have been severe and ongoing. As alleged in the Petition, the District Attorney’s Office has experienced the loss of personnel due to its inability to offer competitive compensation, resulting in critical staffing shortages. These shortages, in turn, have produced a substantial backlog of cases and significant delays in prosecutions, undermining the effective administration of justice. Additionally, the lack of adequate funding for basic equipment and operational needs has further impaired the District Attorney Office’s ability to timely and effectively manage its caseload.

Despite repeated efforts by the District Attorney to resolve these deficiencies through direct communications with Defendants, Defendants have failed to bring

the Parish's funding into compliance with statutory obligations. Instead, Defendants have continued to allocate Parish funds to non-mandatory expenditures while failing to satisfy the priority funding requirements imposed by Louisiana law.

As a result of this ongoing failure, the District Attorney's funding for 2026 is being rapidly exhausted, leaving no adequate remedy at law and creating an urgent need for judicial intervention. Without immediate relief, the District Attorney will be unable to continue fulfilling his constitutional duties, and the safety and welfare of the citizens of East Baton Rouge Parish will be irreparably harmed.

## **B. PROCEDURAL HISTORY**

The District Attorney filed his petition for writ of mandamus on April 23, 2026. On May 28, 2026, the Parish of East Baton Rouge filed its peremptory exception of no cause of action, dilatory exception of unauthorized use of summary proceedings, and peremptory exception of nonjoinder and a memorandum in support of its exceptions. On June 23, 2026, Defendants Brandon Noel, Anthony Kenney, Jr., Rowdy Gaudet, Aaron Moak, Daryl Hurst, Cleve Dunn, Jr., Twahna P. Harris, Denise Amoroso, Dwight Hudson, Carolyn Coleman, Laurie Adams, and Jennifer Racca, each sued in their capacity as members of the East Baton Rouge Parish Metropolitan Council, along with Emile "Sid" Edwards, in his official capacity as Mayor-President of East Baton Rouge adopted only two of the Parish's exceptions: the peremptory exception of no cause of action and the dilatory exception of unauthorized use of summary proceedings. Notably, the individual Defendants did not join in the Parish's exception of improper joinder.

On June 24, 2026, the district court conducted a hearing on Defendants' exceptions. The court heard the Parish's peremptory exception of nonjoinder first.

Following argument, the court sustained the exception and issued a ruling from the bench, stating in pertinent part:

“[t]he Parish should have the opportunity to assert its claims for funding that they need from those entities to furnish the services of those constitutional offices. And for those reasons, the fundamental fairness argument, I am going to grant the motion for nonjoinder of parties. The court is going to order that the City of Zachary, the City of Baker, the City of Central, and the City of St. George be made parties to this litigation.”<sup>4</sup>

As a result of this ruling, the District Attorney was required to amend his Petition to add the identified municipalities as parties to this proceeding, notwithstanding that no prong of La. Code Civ. Proc. art. 641 is satisfied, and the Parish has identified no legally viable cause of action against these municipalities—nor could it, or such claims by the Parish would have already been asserted. The district court further stayed consideration of the remaining exceptions pending such joinder.

The Louisiana Supreme Court has already provided clear instructions on how such disputes are to be resolved under *Reed v. Wash. Par. Police Jury*<sup>5</sup>, and that framework controls here. *Reed* resulted in a 6-1 ruling that has never been overturned, limited, or questioned by any subsequent jurisprudence. After analyzing the text, structure, and history of La. R.S. § 16:6, the Court held that the statute imposes a mandatory duty on parish governing authorities to fund the operational expenses of the district attorney’s office.<sup>6</sup> The Louisiana Supreme Court in *Reed* also recognized mandamus as the proper vehicle to compel a governing authority to fulfill its mandatory funding obligation under La. R.S. § 16:6.<sup>7</sup> While the Parish clearly bears a mandatory, legally enforceable obligation under La. R.S. § 16:6 to fund the District Attorney, the municipalities of East

---

<sup>4</sup> Appendix F, June 24, 2026 Hearing on the Exception of Improper Joinder Transcript Excerpt, page 4, lines 28-32; page 5, lines 1-5.

<sup>5</sup> 518 So. 2d 1044 (La. 1988).

<sup>6</sup> *See id.* at 1046.

<sup>7</sup> *See id.* at 1049.

Baton Rouge Parish clearly do not have the same legally enforceable obligation under the statute. Guided by the Louisiana Supreme Court's decision in *Reed*, the District Attorney structured his Petition, accordingly, asserting a mandamus claim against the Parish, which alone bears the mandatory funding obligation imposed by La. R.S. § 16:6.

#### **ISSUE AND QUESTION OF LAW PRESENTED FOR REVIEW**

Did the district court err in granting the exception of nonjoinder and ordering the joinder of the municipalities, where the municipalities are not required parties under La. C.C.P. art. 641, the District Attorney's claim for relief under La. R.S. § 16:6 is directed solely at the Parish, and the municipalities hold no interest that would be impaired by adjudication in their absence?

#### **ASSIGNMENT OF ERROR**

The district court committed legal error in granting the exception of nonjoinder and ordering the joinder of the municipalities, because the municipalities are not required parties under any prong of La. Code Civ. Proc. art. 641.

#### **ARGUMENT IN SUPPORT OF APPLICATION**

At the outset, the district court's ruling must be reversed because it compels the District Attorney to join parties that are not required under Louisiana law. Article 641 of the Louisiana Code of Civil Procedure provides the exclusive framework governing required joinder, and the district court's ruling is legal error because it departs from that framework and instead relies on generalized notions of fairness.

None of the criteria set forth in Article 641 is satisfied. *First*, complete relief can be accorded among the existing parties because this litigation concerns solely the Parish's statutory funding obligation under La. R.S. § 16:6. The District Attorney seeks relief only from the Parish, which alone bears the statutory duty at

issue. *Second*, the Parish has not identified and the municipalities have asserted no legally protected interest in the subject matter of this litigation that would be impaired by adjudication in their absence, nor has the Parish identified any such cognizable interest. *Third*, Article 641(B) is likewise not satisfied because the municipalities' absence does not leave any existing party subject to a substantial risk of incurring multiple or inconsistent obligations.

Even if the Parish contends that municipalities bear some funding responsibility, Louisiana law provides a mechanism, third-party practice under La. Code Civ. Proc. art. 1111, by which the Parish could attempt to bring in those parties; however, that procedural option does not transform municipalities into required parties. Notably, only the Parish raised the exception of nonjoinder; the Metropolitan Council members and the Mayor-President did not adopt that position. This posture further illustrates that joinder is not necessary to adjudicate this dispute.

Because Article 641's requirements are both mandatory and exclusive, and none are met here, the municipalities cannot properly be joined, and the district court's contrary ruling constitutes reversible legal error.

The record confirms that the district court's decision rests not on Article 641, but on generalized considerations of fairness and policy, grounds that are legally insufficient, as a matter of law, to support a finding of required joinder. The transcript of the ruling bears this out directly. The district court expressly acknowledged that its ruling was driven by "fundamental fairness," explaining that "there is a bigger issue... of fundamental fairness" tied to the perceived benefits municipalities receive from parish-funded constitutional offices.<sup>8</sup> The court further reasoned that municipalities "received a benefit from the constitutional offices"

---

<sup>8</sup> Appendix F – June 24, 2026 Hearing on the Exception of Improper Joinder Transcript Excerpt, page 4, lines 11-16.

and suggested that they should therefore contribute to funding those services.<sup>9</sup> These considerations, however, are not among the exclusive criteria set forth in Article 641.

The District Attorney respectfully acknowledges and commends the district court's concern that municipalities within East Baton Rouge Parish may benefit from the services provided by parish-funded constitutional officers and that, as a matter of policy, there may be arguments that those municipalities perhaps "should" contribute toward the costs associated with those services. However, despite the district court's practical concerns, and after careful consideration of the issue, the District Attorney has been unable to identify any statutory, constitutional, or jurisprudential basis establishing a legal obligation on the part of the municipalities to fund the District Attorney's Office. Nor has the Parish articulated any cognizable legal theory under which those municipalities might be liable to the District Attorney in this proceeding. Nor has the Parish articulated why or how the municipalities might be liable to the Parish for some portion of the District Attorney's expense. If they thought the Parish had such a claim, they would themselves have attempted to bring the municipalities into the litigation. This case is not a broad dispute over the most equitable allocation of governmental funding responsibilities. Rather, it is a narrow mandamus action directed at enforcement of a specific statutory duty imposed by La. R.S. § 16:6.

**I. The District Court Erred in Ordering the District Attorney to Join Municipalities under La. Code Civ. Proc. 641.**

**A. Louisiana Code of Civil Procedure 641 Does Not Require Joinder of the Municipalities.**

Louisiana Code of Civil Procedure article 641 provides the exclusive framework for determining whether a nonparty must be joined to an action. The

---

<sup>9</sup> *Id.*

peremptory exception of non-joinder of a party is governed by Louisiana Code of Civil Procedure Articles 641. Under article 641:

A person shall be joined as a party in the action when either:

- (1) In his absence complete relief cannot be accorded among those already parties
- (2) He claims an interest relating to the subject matter of the action and is so situated that the adjudication of the action in his absence may either:
  - a. As a practical matter, impair or impede his ability to protect that interest.
  - b. Leave any of the persons already parties subject to a substantial risk of incurring multiple or inconsistent obligations.

These criteria are both mandatory and exclusive: joinder cannot be based on generalized notions of fairness or policy preferences. Article 641 does not permit joining a nonparty simply because the defendant might pursue separate relief against the nonparty outside the present litigation.

**B. The District Court Erred in Sustaining the Exception of Nonjoinder Because the Municipalities are Neither Necessary Nor Indispensable Parties.**

The district court's ruling sustaining the exception of nonjoinder is legal error and warrants immediate supervisory correction. The municipalities identified by the Court to be joined in the litigation (Zachary, Baker, Central, the City of Baton Rouge, and St. George) are neither necessary nor indispensable parties (as these terms were previously interpreted) under Louisiana law because the only legally enforceable obligation at issue in this litigation is the Parish's statutory funding obligation under La. R.S. § 16:6.<sup>10</sup> No relief is sought from any municipality under La. R.S. § 16:6, the absence of the municipalities does not prevent complete adjudication of the District Attorney's claims against the Parish,

---

<sup>10</sup> La. R.S. § 16:6 - Reimbursement for expenses; payment by police juries:

The district attorneys of this state, the parish of Orleans excepted, shall be entitled to an expense allowance for salaries of stenographers, clerks and secretaries, and salaries or charges for special officers, investigators and other employees and an expense allowance for stationery forms, telephone, transportation, travel, postage, hotel and other expenses incurred in the discharge of their official duties.

The police juries of the various parishes of the state of Louisiana are hereby authorized to pay from their general fund any of the items of expense, as provided for herein, incurred by the several district attorneys of this state when acting in their official capacities.

they have no legally cognizable interest in the statutory obligation at issue, and no legitimate legal relief is sought against them.

“Indispensable parties” are those whose interests in the subject matter are so interrelated and would be so directly affected by a judgment that complete and equitable adjudication of the controversy cannot be made unless parties are joined in action.<sup>11</sup> Further, a party shall be deemed necessary for just adjudication only when the party’s presence is absolutely necessary to protect its substantial rights.<sup>12</sup> That is not the case here.

For example, the case *In re Succession of Daigle* involved an appeal from a judgment rendered in favor of the plaintiff-appellee.<sup>13</sup> In response to the petition for payment, the administratrix filed a reconventional demand alleging that the claimant, a co-curator, had misappropriated the interdict’s assets and failed to provide a legal accounting.<sup>14</sup> The district court found that the other co-curator was not named as a defendant-in-reconvention and dismissed the reconventional demand with prejudice, reasoning that both co-curators would be equally liable for a lack of accounting.<sup>15</sup>

After analyzing Article 641, the First Circuit agreed that the co-curator was an indispensable party, but held the trial court erred in dismissing the demand with prejudice.<sup>16</sup> The First Circuit agreed with the trial court’s reasoning that ““if one of the co-curators would be liable for lack of an accounting, the other co-curator would be equally as liable and was an indispensable party.””<sup>17</sup>

*Daigle* illustrates why joinder was proper there: the two co-curators held a single, shared legal duty (the duty to account for the interdict’s assets), and a

---

<sup>11</sup> *Ellias v. Ellias*, 1994-1049 (La. App. 3 Cir. 3/1/95), 651 So. 2d 610, writ denied, 654 So.2d 333, 1995-0832 (La. 5/5/95).

<sup>12</sup> *Shamieh v. Liquid Transport Corp.*, 2007-1282 (La. App. 3 Cir. 1/30/08), 975 So. 2d 161, rehearing denied.

<sup>13</sup> 2015-1062 (La. App. 1 Cir. 09/01/16), 2016 La. App. LEXIS 1612, \*1.

<sup>14</sup> *See id.* at \*3–4.

<sup>15</sup> *See id.* at \*4, 12.

<sup>16</sup> *See id.* at \*11–12.

<sup>17</sup> *Id.* at \*12.

judgment resolving that duty against only one co-curator would necessarily implicate the identical legal obligation of the other, making it impossible to accord complete relief in the absent party's absence. That is fundamentally different from this case, where the municipalities do not share any such joint statutory obligation with the Parish under La. R.S. § 16:6—only the Parish is charged with funding the District Attorney.

Similarly, in *Candler v. Candler*, a gentleman's first wife brought an action to annul a judgment of divorce.<sup>18</sup> The trial court granted the annulment without joining the husband's second wife as a party.<sup>19</sup> The Second Circuit held that, because the requested relief would invalidate the second wife's marriage, her interests were directly affected by the judgment.<sup>20</sup> The Second Circuit concluded that the second wife was an indispensable party whose joinder was required; therefore, the appellate court reversed the trial court's judgment annulling the divorce and remanded the matter for joinder.<sup>21</sup>

Together, these cases demonstrate a common thread: joinder is required when the absent party's own rights, obligations, or potential liability form the very subject matter of the litigation, such that the outcome would directly affect them. Here, by contrast, none of the municipalities identified by the district court bear any statutory obligation under La. R.S. § 16:6, and the District Attorney has no legal recourse against them. A ruling that the Parish must provide funding under La. R.S. § 16:6 will neither impose liability on nor alter any legal right belonging to the municipalities. Unlike the absent parties in *Daigle* and *Candler*, the municipalities have no direct legal interest that renders them necessary or indispensable parties.

---

<sup>18</sup> 556 So. 2d 261, 262 (La. App. 2 Cir. 1/24/90).

<sup>19</sup> *See id.*

<sup>20</sup> *See id.* at 263.

<sup>21</sup> *See id.*

## **1. Complete Relief Can Be Accorded Among the Existing Parties**

Under the first prong of Article 641, complete relief can be accorded among the parties already before the Court because this litigation presents a discrete legal question: whether the Parish has fulfilled its statutory funding obligation under La. R.S. § 16:6. The District Attorney seeks mandamus relief compelling the Parish (and only the Parish) to perform that non-discretionary duty. Because the statute places the obligation exclusively on the Parish, the presence of any municipality is unnecessary to resolve the merits of that claim.

Critically, the Court's ability to grant full relief does not depend on the participation of nonparties who owe no duty under the governing statute. If the Court determines that the Parish has failed to satisfy its statutory mandate, it can order the Parish to comply, thereby affording complete relief to the District Attorney. Conversely, if the Court finds that the Parish has met its obligation, that determination likewise resolves the dispute in its entirety. In either circumstance, the rights and obligations of the parties presently before the Court may be fully adjudicated without the presence of the municipalities.

The Parish's suggestion that municipalities should contribute to funding does not alter this analysis. Article 641(1) asks whether complete relief can be accorded among the existing parties, not whether additional parties might be convenient or economically relevant to the defendant's internal funding concerns. Any dispute the Parish may wish to pursue regarding cost allocation is separate and collateral to the District Attorney's claim and does not bear on the Court's ability to adjudicate the statutory duty at issue here. Accordingly, because the Parish is the sole entity against whom relief is sought and the sole entity upon whom the statutory duty is imposed, complete relief can be accorded among the existing parties, and Article 641(1) is satisfied.

## **2. The Municipalities Have No Legally Protected Interest in the Subject Matter of this Litigation**

Article 641(A)(2)–(3) apply only where an absent party claims an interest relating to the subject matter of the action. Here, no municipality has asserted any legal interest in this litigation, claimed any obligation under La. R.S. § 16:6, or sought to participate in this proceeding. More importantly, the Parish has failed to identify any legally protected interest held by the municipalities that adjudication of the District Attorney's claims against the Parish would impair.

The Parish does not contend that the municipalities bear a legally enforceable obligation; rather, the Parish argues that the municipalities should share in the financial burden of funding the District Attorney. That position rests almost entirely on policy preferences dressed up as legal argument. In support, the Parish cites a separate proceeding involving the incorporation of the City of St. George, in which an expert witness suggested that the newly incorporated city may contribute to funding the District Attorney's office. But that testimony does not, and cannot, establish a legal obligation binding on any municipality. An expert's opinion in an unrelated proceeding is not law, does not bind the City of St. George or any other municipality, and creates no legally enforceable duty under La. R.S. § 16:6 or any other statute. And, even if such testimony were accepted as reflecting some "promise" to provide funding by only the City of St. George (and it does not), such funding would be arguably provided to the Parish, not to the District Attorney. Thus, nothing in the pending litigation would or could alter or affect any claim the Parish might have against that municipality for contribution to such funding. The Court will also note that the District Attorney was not a party to the separate proceeding for the incorporation of St. George. And, notably, neither the Parish nor the City of Baton Rouge were parties.

This case is not about what the Parish, the district court, or an expert witness in another case believes should happen as a matter of policy or perceived fairness, it is about what the law actually requires. The governing law is clear: La. R.S. § 16:6 imposes a mandatory funding obligation on the Parish, and the Parish alone. The statute contains no language suggesting, implying, or authorizing contributions from the municipalities.

**3. The Parish Improperly Attempts to Convert a Potential Third-Party Demand into a Nonjoinder Issue.**

The Parish's argument ultimately results in a contention that the municipalities should bear all or part of any additional funding obligation the district court might impose on the Parish. But the Parish's desire to spread liability onto a nonparty is not a basis for joinder under Article 641. It is, at most, a basis for a third-party demand. If the Parish believes that the municipalities bear some legally enforceable obligation to contribute to the funding of the District Attorney, Louisiana law already furnishes the correct procedural vehicle for that claim: third-party demand under La. Code Civ. Proc. art. 1111. That provision exists precisely so that a defendant who believes a nonparty shares or bears its liability may bring that party into the litigation on its own initiative and its own burden of proof.

Yet the Parish has not asserted a third-party demand against the municipalities, and, seemingly does not intend to, as it expressly disclaimed any such intention on the record. At the hearing, counsel for the District Attorney asked whether the Parish intended to bring the municipalities into the case to assert its claims against them:

*Counsel for Plaintiff:* "May I conclude from that that the City Parish or the Parish will be bringing them in to assert their claims in that regard?"

*Counsel for Parish:* “Your Honor, our exception was an exception of nonjoinder. Joinder is something the plaintiffs do.”<sup>22</sup>

Having disclaimed the very procedural mechanism designed to address its concern, the Parish cannot now use the exception of nonjoinder to accomplish indirectly what it has refused to pursue directly: forcing the District Attorney to prosecute a claim against the municipalities that the Parish alone would have.

The Parish’s failure to invoke Article 1111 is telling. Having elected not to assert any third-party demand, the Parish cannot now achieve the same result indirectly by expanding the scope of this mandamus proceeding through an exception of nonjoinder. Accordingly, the Parish’s reliance on the purported “fairness” of cost-sharing does not satisfy any prong of Article 641 and instead confirms that, at best, the Parish and the municipalities may have political interests, but those do not require that the municipalities should be parties to this action.

**4. The District Court’s Ruling Improperly Compels the District Attorney to Assert Claims He Does Not Possess.**

The district court’s ruling effectively requires the District Attorney to join parties against whom he asserts no causes of action against and from whom he seeks no relief. The District Attorney alleges a mandatory statutory funding obligation owed by the Parish under La. R.S. § 16:6. It does not allege that any municipality owes a legally enforceable obligation to the District Attorney.

The Parish is not at a substantial risk of incurring multiple or inconsistent obligations. The result of the Mandamus will be a determination that the Parish owes additional funding – or not. Because the City of Baton Rouge and the Parish remain separate legal entities<sup>23</sup>, they necessarily may have separate legal obligations. While the Parish clearly bears a mandatory, legally enforceable

---

<sup>22</sup> Appendix F – June 24, 2026 Hearing on the Exception of Improper Joinder Transcript Excerpt, page 6, lines 2-7.

<sup>23</sup> Under Section 1.03 of the Plan of Government of the Parish of East Baton Rouge and the City of Baton Rouge, the Parish of East Baton Rouge and the City of Baton Rouge each continue to exist as separate political subdivisions of the State.

obligation under La. R.S. § 16:6 to fund the District Attorney, the municipalities of East Baton Rouge Parish clearly do not have the same legally enforceable obligation under the statute, and the Parish has not offered or demonstrated any such obligation. This distinction explains the municipalities' absence from this suit and defeats the Parish's nonjoinder argument. The end result will affect the Parish alone because, regardless of the outcome of the mandamus proceeding, any resulting obligation will run solely to the Parish and not to the municipalities.

Further, the Parish's reliance on consolidated government structures and revenues does not alter this analysis. The District Attorney did not create the consolidated government or its resulting revenue framework; rather, that arose from voters approving the consolidation of the City and the Parish and the actions of the governing authority. Internal budgetary arrangements do not create a legally enforceable obligation on the municipalities. La. R.S. § 16:6 and the Louisiana Supreme Court's interpretation of that statute in *Reed*<sup>24</sup> impose a clear legal duty on the Parish, and the Parish's attempt to reinterpret that duty is contrary to controlling Louisiana Supreme Court authority. By ordering the District Attorney to join municipalities that owe no statutory duty under La. R.S. § 16:6 and against whom no relief is sought, the district court improperly expanded the scope of this litigation beyond the claims asserted in the Petition.

#### **PRAYER FOR RELIEF**

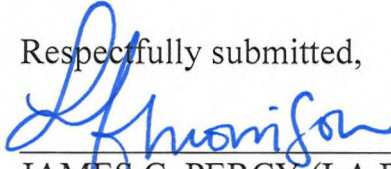
For the foregoing reasons, Hillar Moore, III, in his official capacity as the District Attorney, respectfully prays that this Honorable Court exercise its supervisory jurisdiction, grant this Application for Supervisory Writ, and reverse the district court's judgment sustaining the exception of nonjoinder. Applicant additionally prays that this matter immediately be remanded to the district court for further proceedings on the merits of the mandamus action, together with all general

---

<sup>24</sup> *Reed v. Wash. Par. Police Jury*, 518 So. 2d 1044 (La. 1988).

and equitable relief to which Applicant is entitled. Further, delay will cause additional financial harm.

Respectfully submitted,



---

JAMES C. PERCY (LA Bar No. 10413)

LAUREN F. MORRISON (LA Bar No. 40757)

CAMILLE R. WEBRE (LA Bar No. 41452)

**JONES WALKER, L.L.P.**

445 North Blvd, Suite 800

Baton Rouge, LA 70802

Telephone: (225) 248-2142

Facsimile: (225) 248-3142

Email: [jpercy@joneswalker.com](mailto:jpercy@joneswalker.com)

Email: [lmorrison@joneswalker.com](mailto:lmorrison@joneswalker.com)

Email: [cwebre@joneswalker.com](mailto:cwebre@joneswalker.com)

*Attorneys for Plaintiff, Hillar C. Moore,  
III, in his official capacity as District  
Attorney*

## AFFIDAVIT OF VERIFICATION

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

Before me the undersigned authority came and appeared:

LAUREN FOSHEE MORRISON

who after being duly sworn did depose and say:

1. That she is counsel of record for Plaintiff-Applicant Hillar C. Moore, III, in his official capacity as District Attorney
2. That as such she has prepared this application and that all the allegations contained therein are true and correct to the best of her knowledge, information and belief.
3. That the following persons are the judge and counsel involved in this case:

The Honorable Judge Tarvald A. Smith  
19th Judicial District Court  
Parish of East Baton Rouge  
300 North Blvd, Suite 9101, Baton Rouge, LA 70802  
(225) 389-4711

Brett P. Furr, Bar #17572  
William H. Patrick, IV, Bar # 38862  
Emily A. Webb, Bar #41978  
450 Laurel Street, 8th Floor (70801)  
PO BOX 2471, Baton Rouge, LA 70821-2471  
(225) 381-0252  
(225) 381-0270  
(225) 214-0311

*Counsel for Defendants-Respondents, East Baton Rouge Parish Government*

David M. Lefevre  
Assistant Parish Attorney  
222 Saint Louis St., 9th Floor, Baton Rouge, LA 70802  
(225) 214-0657

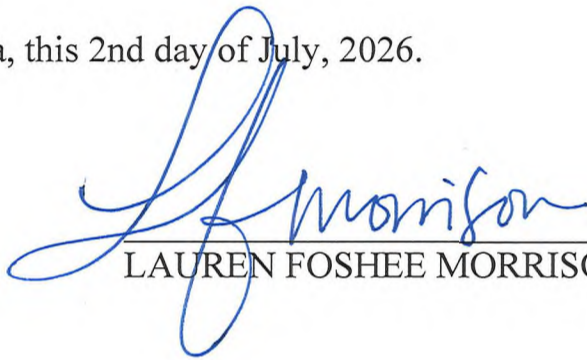
*Counsel for Defendants-Respondents, East Baton Rouge Parish Government, by and through the Parish of East Baton Rouge Metropolitan Council Members in their official capacities, and Emile "Sid" Edwards, in his official capacity as Mayor-President of East Baton Rouge*

4. That each of the foregoing were advised via a Notice of Intention to Apply for Supervisory Writ, which was filed in the district court record and presented to the district court judge on July 1, 2026 and served on opposing counsel via e-mail on July 1, 2026.

5. That a copy of the foregoing Original Application for Supervisory Writs has this date been delivered to each of the foregoing, including the district court, at or around the same time this application is being filed with this Court.

6. That the judge and counsel for defendants have been notified that this writ application is about to be filed.

Baton Rouge, Louisiana, this 2nd day of July, 2026.

  
LAUREN FOSHEE MORRISON

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 2ND DAY  
OF JULY, 2026.

  
NOTARY PUBLIC

Erin N. Alpandinar  
Print Full Name  
Louisiana Bar No. 41149

ERIN N. ALPANDINAR  
NOTARY PUBLIC  
Parish of East Baton Rouge  
State of Louisiana  
Bar Roll No. 41144  
Notary No. 217829  
My Commission is issued for Life.

HILLAR C. MOORE, III, IN HIS  
OFFICIAL CAPACITY AS DISTRICT  
ATTORNEY FOR EAST BATON ROUGE  
PARISH

SUIT NO. \_\_\_\_\_ DIV. \_\_\_\_\_

19<sup>TH</sup> JUDICIAL DISTRICT COURT

V.

PARISH OF EAST BATON ROUGE

EAST BATON ROUGE PARISH  
GOVERNMENT, by and through the PARISH  
OF EAST BATON ROUGE  
METROPOLITAN COUNCIL MEMBERS, IN  
THEIR OFFICIAL CAPACITIES, AND  
EMILE "SID" EDWARDS, IN HIS OFFICIAL  
CAPACITY AS MAYOR-PRESIDENT OF  
EAST BATON ROUGE

STATE OF LOUISIANA

**PETITION FOR WRIT OF MANDAMUS  
AND INCORPORATED MEMORANDUM IN SUPPORT THEREOF**

Plaintiff, Hillar C. Moore, III, in his official capacity as District Attorney for the 19<sup>th</sup> Judicial District (the "District Attorney"), regrets having to file, but nevertheless is compelled to file this Petition for Writ of Mandamus against Defendants, East Baton Rouge Parish Government, by and through the Parish of East Baton Rouge Metropolitan Council Members, in their official capacities, and Emile "Sid" Edwards, in his official capacity as Mayor-President of East Baton Rouge, in order to continue to perform the constitutional and statutory duties and responsibilities of the office of the District Attorney and avers the following:

In an abundance of caution, Plaintiff incorporates herein a memorandum in support thereof in full compliance with the Rules for Civil Proceedings in District Courts.

**PARTIES**

1. Plaintiff, Hillar C. Moore, III, in his official capacity as District Attorney of the 19<sup>th</sup> Judicial District inclusive of East Baton Rouge Parish (the District Attorney"), is an individual domiciled in East Baton Rouge Parish.

2. The following Defendants are named in their official capacity as members of the Parish of East Baton Rouge Metropolitan Council.

- Brandon Noel a person of the age of majority and domiciled in East Baton Rouge Parish, Louisiana.
- Anthony Kenney, Jr., a person of the age of majority and domiciled in East Baton Rouge Parish, Louisiana.
- Rowdy Gaudet, a person of the age of majority and domiciled in East Baton Rouge Parish, Louisiana.

- Aaron Moak, a person of the age of majority and domiciled in East Baton Rouge Parish, Louisiana.
- Darryl Hurst, a person of the age of majority and domiciled in East Baton Rouge Parish, Louisiana.
- Cleve Dunn, Jr., a person of the age of majority and domiciled in East Baton Rouge Parish, Louisiana.
- Twahna Harris, a person of the age of majority and domiciled in East Baton Rouge Parish, Louisiana.
- Denise Amoroso, a person of the age of majority and domiciled in East Baton Rouge Parish, Louisiana.
- Dwight Hudson a person of the age of majority and domiciled in East Baton Rouge Parish, Louisiana.
- Carolyn Coleman, a person of the age of majority and domiciled in East Baton Rouge Parish, Louisiana.
- Laurie Adams, a person of the age of majority and domiciled in East Baton Rouge Parish, Louisiana.
- Jennifer Racca, a person of the age of majority and domiciled in East Baton Rouge Parish, Louisiana.

(collectively referred to as “the Metropolitan Council”).

3. Defendant, Emile “Sid” Edwards, named in his official capacity as the Mayor-President of East Baton Rouge (the “Mayor-President”), is a person of the age of majority and domiciled in East Baton Rouge Parish, Louisiana. (Defendants will be collectively referred to herein as the “East Baton Rouge Parish Government”);

4. The Metropolitan Council of the Parish of East Baton Rouge, the governing authority of East Baton Rouge Parish, and domiciled therein, through the Metropolitan Council Members named above; and

5. The Parish of East Baton Rouge, a political subdivision of the State of Louisiana, (sometimes referred to as “the Parish”), through the Mayor- President and the Metropolitan Council Members named above.

**JURISDICTION AND VENUE**

6. Jurisdiction is proper in this Court pursuant to Article 5 § 16(A) of the Louisiana Constitution.

7. Venue is proper pursuant to La. R.S. § 13:5104(B) because this is an action against a political subdivision and is being brought in the district court of the judicial district where the political subdivision is located.

## WRIT OF MANDAMUS

8. This is a mandamus action brought pursuant to La. C.C.P. art. 3863, La. R.S. 33:2922(A), and La. R.S. 16:6.

9. “Mandamus is a summary proceeding, which is defined as a writ that may, among other things, be used to direct a public officer to perform ministerial duties required by law.”

10. As discussed herein, the District Attorney seeks a judgment compelling Defendants, in their official capacities, to perform their ministerial duties under La. R.S. 16:6, La. R.S. 33:2922, and pursuant to *Reed v. Washington Parish Police Jury*, 518 So. 2d 1044 (La. 1988) to fund the District Attorney’s legitimate and quantitatively reasonable proposed 2026 budget request totaling \$22,600,000.00, which represents statutory charges that Defendants are obligated to fund under the referenced statutes and law.

11. In 2025, as part of the process for passage of the 2026 Parish budget, the District Attorney presented a proposed budget request in the amount of \$22,600,000.00 to the Mayor-President and the Parish, which set forth the necessary and statutorily required expenses to effectively run his office for the 2026 fiscal year (“the budget”), in accordance with his constitutional and statutorily mandated duties, obligations, and responsibilities.

12. Also in 2025, the Mayor-President prepared an annual operating budget for 2026 and submitted the budget to the Metropolitan Councilmembers pursuant to the Plan of Government for the Parish. The annual operating budget, however, only budgeted \$7,359,770.00 for the Department of the District Attorney’s Office. This amount is wholly insufficient for the District Attorney to perform his required duties. In fact, the budgeted amount will make it virtually impossible for the District Attorney’s office to function as constitutionally mandated.

13. Despite the objection of the District Attorney’s Office, the budget for the District Attorney’s office was finally adopted by the Metropolitan Council on December 9, 2025, and wholly failed to budget a sufficient amount to properly operate the office.

14. As discussed below, Louisiana law requires the East Baton Rouge Parish Government to budget for the mandatory statutory expenditures set forth in La. R.S. 16:6. Because the East Baton Rouge Parish Government has failed to adequately budget for the required expenses, the District Attorney requests that the Court issue a Writ of Mandamus ordering the

various individual Defendants to perform their ministerial duties and functions to budget for and fund the legitimate and quantitatively reasonable statutory expenses set forth in the District Attorney's proposed budget pursuant to La. R.S. 16:6, La. R.S. 33:2922, and *Reed v. Washington Parish Police Jury*, 518 So. 2d 1044 (La. 1988).

15. Pursuant to La. C.C.P. art. 3862, "[a] writ of mandamus may be issued in all cases where the law provides no relief by ordinary means or where the delay involved in obtaining ordinary relief may cause injustice . . . [.]" "A writ of mandamus may be directed to a public officer to compel the performance of a ministerial duty required by law . . . [.]" La. C.C.P. art. 3863.

16. "Upon filing the petition for a writ of mandamus, the court shall order the issuance of an alternative writ directing the defendant to perform the act(s) demanded or to show cause to the contrary." "After the hearing, the court may render judgment making the writ peremptory." La. C.C.P. art. 3865.

17. Pursuant to *Reed*, "[a] writ of mandamus is an appropriate device to compel [a local government] to perform its mandatory duty to fund the reasonable expenses of the district attorney." In fact, the Court in *Reed* addressed the precise issue that is before this Court and found that a local government's obligation to fund the itemized expenses set forth in La. R.S. 16:6 is a mandatory duty and not a discretionary duty.

18. When preparing its fiscal budget, La. R.S. 33:2922(A) requires the East Baton Rouge Parish Government to *first* dedicate its annual revenues to statutory charges which "shall be paid from the respective funds upon which they are imposed."

19. La. R.S. 16:6 sets forth certain mandatory statutory charges associated with the District Attorney's Office. Specifically, the statute states that district attorneys shall be entitled to an expense allowance from the governing body's General Fund for the following expenses:

- a. Salaries for stenographers, clerks, and secretaries
- b. Salaries for special officers
- c. Salaries for investigators or other employees
- d. Stationery forms
- e. Telephone
- f. Transportation

- g. Travel
- h. Postage
- i. Hotel
- j. Other expenses (emphasis added).

20. In *Reed*, the Louisiana Supreme Court held that La. R.S. 16:6 places a mandatory duty on the parish government to fund the allowable expenses of the district attorney's office in their entirety.<sup>1</sup>

21. The governing body's "duty to fund the 16:6 expenses is limited by the standard of reasonableness. This limitation comports with traditional interpretations of the doctrine of inherent powers afforded the judicial branch of government and satisfies the system of checks and balances underpinning a republican form of government with its separation of powers."<sup>2</sup> Accordingly, "the budget request of the district attorney must be legitimate in that it is related to the function of his office [and also] must be quantitatively reasonable."<sup>3</sup>

22. Here, and as will be shown at trial, the District Attorney's 2026 budget request is legitimate because it relates to the function of his office and is entirely necessary for the continued operation of his office. In addition, the amounts set forth in the District Attorney's 2026 budget request are quantitatively reasonable.

23. As stated above, the statutory expenses set forth in La. R.S. 16:6 are within the first category of payments required by the East Baton Rouge Parish Government under La. R.S. 33:2922(A) and are properly paid from any excess of revenue from previous years or from general funds.

24. The failure of the East Baton Rouge Parish Government, through the individual named Defendants, to fully fund mandatory priority items in preference to other items results in a clear violation of their ministerial duties under La. R.S. 33:2922(A) and La. R.S. 16:6.

25. The District Attorney simply cannot efficiently and properly operate his constitutional office and perform his constitutional duties without adequate funding. The failure to

---

<sup>1</sup> *Reed* at 1044.

<sup>2</sup> *Id.* at 1049.

<sup>3</sup> *Id.*

sufficiently fund his office results in irreparable harm to the safety and welfare of the people the District Attorney is elected to serve.

26. Numerous employees of the Office of the District Attorney have left the office and will continue to leave the office because the office cannot pay competitive salaries and benefits, combined with overwhelming workloads and demands of the job as a result of under-funding.

27. The critical funding deficit and resulting staff shortages have caused a massive backlog of pending cases and prosecutions and severe delays in the justice system.

28. The inability to fund necessary equipment and supplies has likewise created delays and shortages, further preventing timely management of cases.

29. If necessary, the District Attorney will demonstrate at trial the critical shortage in mandatory funding and the damaging effect on the District Attorney's constitutional duties and responsibilities and on the health and safety of East Baton Rouge Parish.

30. The Metropolitan Council and its individual members are hereby sued for Mandamus based on their official duties, responsibilities, and obligations for the current expense budgets for the Parish pursuant to section 8.15, 8.16, 8.17, and 8.18 of the Plan of Government of the Parish of East Baton Rouge.

31. The Mayor-President is hereby sued for Mandamus based on his official duties, responsibilities, and obligations for the current expense budget for the Parish pursuant to section 8.08, 8.09, 8.16, 8.17, and 8.18 of the Plan of Government of the East Baton Rouge.

32. As outlined above, the District Attorney is entitled to a writ of mandamus ordering the individual Defendants and the East Baton Rouge Parish Government to approve the District Attorney's proposed 2026 budget in the amount of \$22,600,000.00, and that the Defendants be directed and ordered to budget, allot and appropriate not less than this amount (or such other amount that this Court finds to be statutorily mandated) to the office of the District Attorney.

33. Plaintiff shows that he has had numerous communications with various of the Defendants in an effort to resolve the critical funding deficiencies.

34. While expressing concern and a willingness to fully fund the Plaintiff's office, as required, nevertheless the Defendants have failed to comply with the statutory mandates and instead have funded other non-required expenses.

35. Mandamus is appropriate here because the Plaintiff's funding for 2026 will soon be exhausted.

36. Thus, there is no relief by ordinary means and further delay may cause injustice.

37. Further, on information and belief, no other State or Parish agency or office has demanded by suit that their funding be raised to arguable statutorily required levels.

38. And, the Defendants have not shown and cannot show that the Parish lacks sufficient revenue or funds to pay its statutorily mandated expenses.

#### **PRAYER FOR RELIEF**

For these reasons, Plaintiff, Hillar C. Moore, III, in his official capacity as District Attorney for East Baton Rouge Parish, prays that this Court enter a judgment in his favor and against Defendants, the Parish of East Baton Rouge, the Parish of East Baton Rouge Metropolitan Council and its individual members, in their official capacity as Metropolitan Council Members, and Emile "Sid" Edwards, in his official capacity as Mayor-President, granting the following relief:

1. That an alternative Writ of Mandamus issue, directing Defendant Emile "Sid" Edwards in his official capacity as the Mayor-President of East Baton Rouge, and Defendants Brandon Noel, Anthony Kenney, Jr., Rowdy Gaudet, Aaron Moak, Darryl Hurst, Cleve Dunn, Jr., Twahna Harris, Denise Amoroso, Dwight Hudson, Carolyn Coleman, Laurie Adams, and Jennifer Racca in their official capacities as members of the Parish of East Baton Rouge Metropolitan Council, to either budget, allot, and appropriate \$22,600,000.00 for Plaintiff's 2026 expenses for his office in accordance with La. R.S. 33:2922(A) and La. R.S. 16:6(or such other amount that this Court finds to be statutorily mandated), or to show cause at a date and time fixed by this Honorable Court to the contrary;
2. The Defendants be served with the instant Petition and Order to appear and show cause on the date and at the hour assigned why the Writ of Mandamus should not be made peremptory at Defendants' cost;
3. That after contradictory hearing, that the Court issue a Writ of Mandamus directing and ordering Defendants to budget, allot, and appropriate not less than \$22,600,000.00, to the Office of the District Attorney in accordance with La. R.S.

33:2922(A) and La. R.S. 16:6 (or such other amount that this Court finds to be statutorily mandated), for the year 2026;

4. That Defendants be cast for all of the costs of this proceeding; and
5. And any legal, equitable, general, and/or other relief to which the District Attorney may be entitled.

Dated: April 23, 2026

Respectfully submitted:



---

JAMES C. PERCY (LA Bar No. 10413)  
CAMILLE R. WEBRE (LA Bar No. 41452)  
**JONES WALKER, L.L.P.**  
445 North Blvd, Suite 800  
Baton Rouge, LA 70802  
Telephone: (225) 248-2142  
Facsimile: (225) 248-3142  
Email: [jpercy@joneswalker.com](mailto:jpercy@joneswalker.com)  
Email: [cwebre@joneswalker.com](mailto:cwebre@joneswalker.com)

*Attorneys for Plaintiff, Hillar C. Moore, III, in his official capacity as District Attorney*

**PLEASE SERVE:**

1. **Defendant East Baton Rouge Parish Government**  
through its Mayor-President, Emile "Sid" Edwards  
222 Saint Louis Street, 3<sup>rd</sup> floor  
Baton Rouge, LA 70802
2. **Defendant East Baton Rouge Parish Government**  
through its Mayor-Pro Tempore, Brandon Noel  
222 Saint Louis Street Room 320  
Baton Rouge, LA 70802
3. **Defendant Emile "Sid" Edwards**  
in his official capacity as Mayor-President of East Baton Rouge  
222 Saint Louis Street, 3<sup>rd</sup> floor  
Baton Rouge, LA 70802
4. **Defendant Brandon Noel**  
in his official capacity as a member of the City of Baton Rouge Metropolitan Council,  
District 1  
222 Saint Louis Street Room 320
5. **Baton Rouge, LA 70802 Defendant Anthony Kenney, Jr.**  
in his official capacity as a member of the City of Baton Rouge Metropolitan Council,  
District 2  
222 Saint Louis Street Room 322  
Baton Rouge, LA 70802

6. **Defendant Rowdy Gaudet**  
in his official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 3  
222 Saint Louis Street Room 359  
Baton Rouge, LA 70802
7. **Defendant Aaron Moak**  
in his official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 4  
222 Saint Louis Street Room 359  
Baton Rouge, LA 70802
8. **Defendant Darryl Hurst**  
in his official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 5  
222 Saint Louis Street Room 346  
Baton Rouge, LA 70802
9. **Defendant Cleve Dunn, Jr.**  
in his official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 6  
222 Saint Louis Street Room 323  
Baton Rouge, LA 70802
10. **Defendant Twahna P. Harris**  
in her official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 7  
222 Saint Louis Street Room 357  
Baton Rouge, LA 70802
11. **Defendant Denise Amoroso**  
in her official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 8  
222 Saint Louis Street Room 339  
Baton Rouge, LA 70802
12. **Defendant Dwight Hudson**  
in his official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 9  
222 Saint Louis Street Room 358  
Baton Rouge, LA 70802
13. **Defendant Carolyn Coleman**  
in her official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 10  
222 Saint Louis Street Room 342 E  
Baton Rouge, LA 70802
14. **Defendant Laurie Adams**  
in her official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 11  
222 Saint Louis Street Room 324  
Baton Rouge, LA 70802
15. **Defendant Jennifer Racca**  
in her official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 12  
222 Saint Louis Street Room 358  
Baton Rouge, LA 70802

HILLAR C. MOORE, III, IN HIS  
OFFICIAL CAPACITY AS DISTRICT  
ATTORNEY FOR EAST BATON ROUGE  
PARISH

SUIT NO. \_\_\_\_\_ DIV. \_\_\_\_  
  
19<sup>TH</sup> JUDICIAL DISTRICT COURT

V.

PARISH OF EAST BATON ROUGE  
  
STATE OF LOUISIANA

EAST BATON ROUGE PARISH  
GOVERNMENT, by and through the PARISH  
OF EAST BATON ROUGE  
METROPOLITAN COUNCIL MEMBERS, IN  
THEIR OFFICIAL CAPACITIES, AND  
EMILE "SID" EDWARDS, IN HIS OFFICIAL  
CAPACITY AS MAYOR-PRESIDENT OF  
EAST BATON ROUGE

**ORDER**

Considering the Petition for Writ of Mandamus filed by Plaintiff, Hillar C. Moore, III, in his official capacity as District Attorney for East Baton Rouge Parish, and the allegations included in the Petition for Writ of Mandamus,

**IT IS ORDERED that:**

1. Certified copies of the Petition for Writ of Mandamus and of this Order be served on the defendants in this proceeding;
2. An alternative Writ of Mandamus issue, directing Defendant Emile "Sid" Edwards in his official capacity as the Mayor-President of East Baton Rouge, and Defendants Brandon Noel, Anthony Kenney, Jr., Rowdy Gaudet, Aaron Moak, Darryl Hurst, Cleve Dunn, Jr., Twahna Harris, Denise Amoroso, Dwight Hudson, Carolyn Coleman, Laurie Adams, and Jennifer Racca in their official capacities as members of the Parish of East Baton Rouge Metropolitan Council, to either budget, allot, and appropriate \$22,600,000.00 for Plaintiff's 2026 expenses for the Department in accordance with La. R.S. 33:2922(A) and La. R.S. 16:6, or to appear in this Court on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 at \_\_\_\_\_ o'clock \_\_.m. and show cause to the contrary; and
3. Defendants show cause on the same date and hour why the alternative Writ of Mandamus now ordered to be issued should not be made peremptory, at their costs.

Signed in \_\_\_\_\_, LA, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Judge, 19th Judicial District Court

**PLEASE SERVE:**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Defendant East Baton Rouge Parish Government through its Mayor-President, Emile "Sid" Edwards<br/>222 Saint Louis Street, 3<sup>rd</sup> floor<br/>Baton Rouge, LA 70802</li> </ol> | <ol style="list-style-type: none"> <li>2. Defendant East Baton Rouge Parish Government through its Mayor-Pro Tempore, Brandon Noel<br/>222 Saint Louis Street Room 320<br/>Baton Rouge, LA 70802</li> </ol> |
|---|---|

3. **Defendant Emile "Sid" Edwards**  
in his official capacity as Mayor-  
President of East Baton Rouge  
222 Saint Louis Street, 3<sup>rd</sup> floor  
Baton Rouge, LA 70802
4. **Defendant Brandon Noel**  
in his official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 1  
222 Saint Louis Street Room 320  
Baton Rouge, LA 70802
5. **Defendant Anthony Kenney, Jr.**  
in his official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 2  
222 Saint Louis Street Room 322  
Baton Rouge, LA 70802
6. **Defendant Rowdy Gaudet**  
in his official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 3  
222 Saint Louis Street Room 359  
Baton Rouge, LA 70802
7. **Defendant Aaron Moak**  
in his official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 4  
222 Saint Louis Street Room 359  
Baton Rouge, LA 70802
8. **Defendant Darryl Hurst**  
in his official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 5  
222 Saint Louis Street Room 346  
Baton Rouge, LA 70802
9. **Defendant Cleve Dunn, Jr.**  
in his official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 6  
222 Saint Louis Street Room 323  
Baton Rouge, LA 70802
10. **Defendant Twahna P. Harris**  
in her official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 7  
222 Saint Louis Street Room 357  
Baton Rouge, LA 70802
11. **Defendant Denise Amoroso**  
in her official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 8  
222 Saint Louis Street Room 339  
Baton Rouge, LA 70802
12. **Defendant Dwight Hudson**  
in his official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 9  
222 Saint Louis Street Room 358  
Baton Rouge, LA 70802
13. **Defendant Carolyn Coleman**  
in her official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 10  
222 Saint Louis Street Room 342 E  
Baton Rouge, LA 70802
14. **Defendant Laurie Adams**  
in her official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 11  
222 Saint Louis Street Room 324  
Baton Rouge, LA 70802
15. **Defendant Jennifer Racca**  
in her official capacity as a member  
of the City of Baton Rouge  
Metropolitan Council,  
District 12  
222 Saint Louis Street Room 358  
Baton Rouge, LA 70809

19TH JUDICIAL DISTRICT COURT  
PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA

HILLAR C. MOORE, III, IN HIS  
OFFICIAL CAPACITY AS DISTRICT  
ATTORNEY FOR EAST BATON ROUGE  
PARISH

\* NUMBER: C-777371  
\*  
\* DIVISION: "23"  
\*  
\*  
\*

V.

EAST BATON ROUGE PARISH  
GOVERNMENT, by and through the  
PARISH OF EAST BATON ROUGE  
METROPOLITAN COUNCIL  
MEMBERS, IN THEIR OFFICIAL  
CAPACITIES, AND EMILE "SID"  
EDWARDS, IN HIS OFFICIAL  
CAPACITY AS MAYOR-PRESIDENT OF  
EAST BATON ROUGE

MEMORANDUM IN SUPPORT OF DEFENDANT'S PEREMPTORY EXCEPTIONS OF  
NONJOINER AND NO CAUSE OF ACTION AND DILATORY EXCEPTION OF  
UNAUTHORIZED USE OF SUMMARY PROCEEDINGS AND IN OPPOSITION TO  
REQUEST FOR ISSUANCE OF A WRIT OF MANDAMUS

**MAY IT PLEASE THE COURT:**

Defendant, the Parish of East Baton Rouge (the "**Parish**" or, sometimes, the "**Parish of East Baton Rouge**") respectfully submits this *Memorandum in Support of Defendant's Peremptory Exception of No Cause of Action, Dilatory Exception of Unauthorized Use of Summary Proceedings, and Peremptory Exception of Nonjoinder and in Opposition to Request for Issuance of a Writ of Mandamus*. At the outset, it must be made clear that the Parish has a keen interest in seeing Moore's office properly funded. But this suit is not the appropriate vehicle to accomplish that end. The Parish has already adequately funded the District Attorney.

Succinctly, the *Petition for Writ of Mandamus* filed by Hillar C. Moore, III in his official capacity as District Attorney for the Parish of East Baton Rouge ("**Moore**" or the "**District Attorney**") fails as a matter of law. First, mandamus lies only to compel the performance of a purely ministerial duty—one that requires no element of discretion. Moore does not allege a refusal by the Parish to fund the District Attorney's Office; rather, he seeks judicial intervention to compel

additional funding in an amount of his choosing. Because the determination of funding levels, particularly at the level sought by Moore, necessarily involves discretion, mandamus is unavailable and the use of summary proceedings is improper. Moore’s Petition must therefore be dismissed, or, alternatively, converted to an ordinary proceeding. Furthermore, Moore has failed to join any of the municipalities located in East Baton Rouge Parish as parties to this suit. Given that these entities have vested interests in seeing that the office of the District Attorney is adequately funded and the likely impact to other parish services in the event the District Attorney is successful in this action, they are necessary parties.

## I. BACKGROUND

### A. *Structure of the City-Parish and the Office of the District Attorney.*

Moore is the duly elected District Attorney for the 19<sup>th</sup> Judicial District. His office is established by Louisiana’s Constitution. Article V, Section 26 of the Louisiana Constitution divides the state into judicial districts and provides that, “[i]n each judicial district . . .” there shall be a district attorney elected for a term of six years. In turn, La. R.S. 13:477 establishes that the “parish of East Baton Rouge shall compose the Nineteenth [Judicial] District.”

The Parish of East Baton Rouge is governed by the Metropolitan Council (the “**Metro Council**”). The Metro Council also governs the City of Baton Rouge (the “**City**” or, sometimes, the “**City of Baton Rouge**”) as the City and the Parish have consolidated governments pursuant to the Plan of Government adopted effective January 1, 1949 (the “**Plan of Government**”). The Plan of Government, as amended, consolidated the City Council and Parish Council into the Metropolitan Council, and established the office of the Mayor-President.

Although the City and Parish have a consolidated government to minimize the duplication of services, they remain separate and distinct legal entities. Section 1.02 of the Plan of Government specifically provides that “East Baton Rouge Parish **shall continue to be a political subdivision of the state**. . .” (emphasis added). Likewise, Section 1.03 provides that the “City of Baton Rouge **shall continue its existence as a political subdivision of the state and body corporate under its charter**. . .” (emphasis added). Moore apparently recognized that the Parish of East Baton Rouge is a separate and distinct legal entity from the City of Baton Rouge – he sued the Parish but did not name the City as a defendant.

Section 2.01(f) of the Plan of Government forecloses any doubt that the Parish and City continued their separate legal existence. It provides:

The creation of the Metropolitan Council for the consolidation of the City Council and the Parish Council as hereby provided, **shall not affect the continued existence** of the City of Baton Rouge, the City of Baker, the City of Zachary, City of Central or Parish of East Baton Rouge all of which municipalities and parish are continued in existence as provided for in Section 1.02, 1.03 and 1.04 and other provisions of this Plan of Government. The continuation of said municipalities and parish and the exercise of powers and functions thereof, as authorized by general law, and this Plan of Government, is hereby recognized and left unchanged.

Section 2.01(f) (emphasis added).<sup>1</sup>

And though the geographic bounds of the Parish include the City of Baton Rouge and the other incorporated municipalities of East Baton Rouge Parish, i.e. St. George, Central, Zachary, and Baker, the Parish's tax base does not include said incorporated areas. Indeed, the Parish is prohibited by law from assessing a sales tax within incorporated areas within the Parish. *See* La. R.S. 47:337.5.1 (authorizes the "governing body of the parish in which the State Capital is situated . . . to levy and collect a tax of two percent of gross sales within said parish, **but outside of any incorporated municipality therein**") (emphasis added).

Accordingly, the Parish is legally entitled to and only levies and collects a sales tax within the unincorporated areas of East Baton Rouge Parish. Concurrently, each of the incorporated municipalities, the City of Baton Rouge, Central, Zachary, Baker, and St. George, has levied its own separate and distinct sales tax, applicable only within their corporate limits, to fund their operations.<sup>2</sup>

As will be discussed more fully below, in contrast to this tax or "income" structure, presently, only the consolidated government of the Parish of East Baton and the City of Baton Rouge (the "**City/Parish**") funds any of the expenses of Moore's office. Moore's office, however,

---

<sup>1</sup> In *State ex rel. Kemp v. City of Baton Rouge*, 215 La. 315, 40 So.2d 477 (La. 1949), the Louisiana Supreme Court rejected a constitutional challenge to the Plan of Government and found that it passed constitutional muster. After the adoption of the Louisiana Constitution of 1974, the Supreme Court recognized that the Plan of Government constituted a preexisting plan of government pursuant to La. Const. Art. 6, § 4. *City of Baton Rouge v. Williams*, 95-0308 (La. 10/16/95), 661 So.2d 445, at 447.

<sup>2</sup> *See* City of Baton Rouge, Parish of East Baton Rouge Ordinance No. 18732; Central Ordinance #2008-2; Zachary Ordinance #1994-31; Baker Ordinance 2009-1; and St. George Ordinance No. 2025-002.

prosecutes crimes throughout all of East Baton Rouge Parish, including crimes committed within the boundaries of each of the cities – Baton Rouge, Baker, Central, St. George and Zachary. The result is that each of these cities reaps the benefits of having the District Attorney investigate and prosecute crimes in its geographic bounds, but only the City/Parish presently foots any part of the District Attorney’s costs.

Although that arrangement has always been unfair to the residents of the City, it was not material to the operation of the City/Parish until the incorporation of St. George. With the incorporation of St. George, however, an outsized portion of the City/Parish’s tax base was eliminated since the City/Parish is prohibited by La. R.S. 47:337.5.1 from collecting taxes within the boundaries of St. George. And even though St. George made financial support for the District Attorney a key component of its plan of operating the new city, and during the trial of incorporation, it has not made good on, and to this date has not fulfilled its promise to help finance the District Attorney’s operations.

***B. Adoption of the 2026 Budget.***

On November 5, 2025, the Mayor-President submitted the Preliminary Current Expense Budget and Capital of the City of Baton Rouge and Parish of East Baton Rouge to the Metro Council. On December 9, 2025, the Metro Council adopted the Final Current Expense Budget and Capital Budget (the “**Budget**”) for the City/Parish for the year 2026.

In connection with the preparation and ultimate adoption of the 2026 Budget, the District Attorney submitted an outsized budget request seeking \$22,600,000 for the year. This budget was a complete outlier. From 2019 through 2025, the District Attorney’s annual budget requests ranged from \$7.2 million to \$9.1 million. Ultimately, in the 2026 adopted Budget, the Metro Council appropriated \$7,495,660 to the District Attorney’s office. That amount was included in the Budget and funded accordingly. In addition, on March 12, 2026, the Metro Council approved a budget supplement providing an additional \$850,000 in funding to the District Attorney’s office for operational support, bringing the total funding allocated to the District Attorney’s office in 2026 to \$8,345,660.

On April 23, 2026, Moore filed his *Petition for Writ of Mandamus with Incorporated Memorandum in Support* (the “**Petition**”), seeking, *inter alia*, a judgment compelling the Parish

to fund his proposed 2026 budget request totaling \$22,600,000. As discussed in the preceding paragraph, the City/Parish did not refuse to fund the District Attorney's Office. To the contrary, it fulfilled its statutory obligation by allocating and appropriating funding for the office. Thus, the only issue presented in this case is one of discretion—i.e. how much money is Moore entitled to fund his office. In other words, Moore's petition does not concern the existence of funding, but rather the adequacy of the amount appropriated—a distinction that is dispositive in mandamus jurisprudence.

## II. LAW AND ARGUMENT

### A. *Peremptory Exception of No Cause of Action*

#### i. *Standard for Peremptory Exception of No Cause of Action*

In deciding whether to maintain the peremptory exception of no cause of action, the Court must determine whether, on the face of the petition, the plaintiff is legally entitled to the relief sought. *Fink v. Bryant*, 2001-0987 (La. 11/28/01), 801 So. 2d 346 (citing *Everything on Wheels Subaru, Inc. v. Subaru South*, 616 So.2d 1234 (La.1993)). However, “the mere conclusions of the plaintiff unsupported by facts does not set forth a cause of action.” *Ramey v. DeCaire*, 03-1299, p. 7 (La. 3/19/04), 869 So. 2d 114, 118; *Clark v. Louisiana Dep't of Transp. & Dev.*, 2007-1364, \*4 (La. App. 1 Cir. 5/2/08), *writ denied*, 2008-1549 (La. 10/10/08). 993 So. 2d 1286 (emphasis added).

The exceptor has the burden of proving that the petition fails to state a cause of action, and the exception should be maintained when it is clearly shown on review that, based on the well-pleaded allegation of fact in the petition, the law affords no remedy for the grievances alleged and under the circumstances alleged. *See Wagoner v. Dyson*, 94-728 (La. App. 3 Cir. 12/7/94), 647 So. 2d 493, 496; *Fasullo v. Finley*, 2000-2659 (La. App. 4 Cir. 2/21/01), 782 So. 2d 76, *writ denied*, 2001-0696 (La. 5/4/01), 791 So. 2d 656.

#### ii. *Moore's Petition Fails to State a Cause of Action upon which Relief can be Granted because Mandamus is Unavailable because the Act Moore Seeks to Compel is Discretionary.*

A writ of mandamus may be directed to a public officer to compel “the performance of a ministerial duty required by law.” La. C.C.P. arts. 3861 and 3863. The Louisiana Supreme Court and its appellate courts have consistently held that a “ministerial duty,” as defined in the Code of

Civil Procedure, is one “in which no element of discretion is left to the public officer,” or “a simple, definite duty, arising under conditions admitted or proved to exist, and imposed by law.” *Jazz Casino Co., L.L.C. v. Bridges*, 2016-1663, p. 5 (La. 5/3/17), 223 So. 3d 488, 492 (citing *Hoag v. State*, 04-0857, p. 7 (La. 12/1/04), 889 So.2d 1019, 1024). If a public officer is vested with *any* element of discretion, mandamus will not lie. *See, e.g., Aberta, Inc. v. Atkins*, 2012-0061, p. 3 (La. 5/25/12), 89 So.3d 1161, 1163; *Landry v. City of Erath*, 628 So. 2d 1178, 1180 (La. App. 3 Cir. 1993).

As Moore correctly alleges, the Parish has a statutory obligation to provide funding the District Attorney’s Office. The extent of that funding, however, is not fixed by statute and necessarily involves a discretionary decision-making process. Louisiana law provides that “... police juries...are hereby authorized to pay from their general fund any of the items of expense, as provided for herein, incurred by the several district attorneys of this state when acting in their official capacities” but it does not mandate a specific amount of funding. *See* La. R.S. 16:6. La. R.S. 16:51(19) mandates that Moore’s office employ no less than fifty-five assistant district attorneys. La. R.S. 16:424 establishes minimum salary thresholds for those assistant district attorneys. Notably, Moore has not alleged that his funding fails to meet the statutorily set minimum salaries. In fact, the Budget appropriates salaries for assistant district attorneys in excess of the statutory minimum, conclusively demonstrating that the relief sought is discretionary.

Louisiana courts have rejected the use of mandamus where the governing authority has funded a district attorney and the dispute concerns the adequacy of such funding. *See, e.g., Connick v. City of New Orleans*, 543 So. 2d 66 (La. Ct. App. 1989) (rejecting a mandamus action brought by the district attorney), *writ denied*, 545 So. 2d 1041 (La. 1989).

Similarly, in *State through Orleans Par. Criminal Dist. Court v. City of New Orleans through City Council*, 2017-1051 (La. App. 4 Cir. 10/3/18), 318 So. 3d 93, *writ denied*, 2018-1785 (La. 1/14/19), 261 So. 3d 791 the Clerk of Court took issue with the City’s reduction of its budget, which was fully paid in the amount of \$3,726,000. 318 So. 3d at 96. The Fourth Circuit held that determining “[w]hether \$3.726 million is sufficient to pay 90.5 employees is a factual question which is not properly resolved in a mandamus proceeding.” *Id.*

Most recently, in *Jefferson v. Ouachita Parish Police Jury*, 56,096 (La. App. 2 Cir. 12/18/24), 402 So. 3d 1232, writ denied, 2025-00131 (La. 4/8/25), 405 So. 3d 572, the Second Circuit Court of Appeal came to the same conclusion. There, the Fourth Judicial District Court sought mandamus to compel the police jury to fund \$662,994 in “necessary and reasonable” expenses after the police jury approved only the amount of \$133,122. *Id.* at 1233. The court found the district court’s demand required the police jury to determine an amount of funding owed to the district court which involved the application of discretion. *Id.* at 1236. In maintaining the police jury’s peremptory exception of no cause of action, the court explained the writ of mandamus was not the proper vehicle for the district court’s demand because “a writ of mandamus may only be used to compel the performance of ministerial duties and may not be used when any element of discretion is present.” *Id.*

The foregoing jurisprudence is directly controlling. There is no dispute that the City/Parish funded the District Attorney’s Office for the 2026 fiscal year in accordance with its statutory obligations, and consistently with historic funding levels. Moreover, it later exercised its discretion to approve a budget supplement providing additional funding. Moore does not allege a refusal to fund but instead seeks to compel the appropriation of additional funds in an amount desired by his office. That request necessarily requires discretionary judgment regarding budgetary priorities, reasonableness, and sufficiency—precisely the type of determination Louisiana courts have repeatedly held is not subject to mandamus. Because Moore’s grievance concerns the *adequacy* of funding rather than the *failure* to fund, mandamus is unavailable as a matter of law, and the Petition fails to state a cause of action.

Moore seems to suggest that his office, under La. R.S. 33:2922(A) is entitled to the highest priority when it comes to funding. *See* Petition, ¶8. The cited statute, however, actually assigns priority to: “first, all statutory charges...” The amounts sought by Moore are not “statutory charges.” In *Citizens, Electors & Taxpayers of Tangipahoa Par. v. Layrisson*, 449 So. 2d 613, 617 (La. Ct. App.), writ denied *sub nom.* *Citizens, Elector & Taxpayers of Tangipahoa Par. v. Layrisson*, 452 So. 2d 170 (La. 1984), the First Circuit held:

Appellants base their argument that the dedication is a “statutory charge” under R.S. 33:2922 upon LSA–R.S. 33:4715.6 which imposes upon parish governing authorities the duty to provide a “good and sufficient” courthouse and jail. They cite *Penny v. Bowden*,

199 So.2d 345 (La.App. 3rd Cir.1967), in which the court concluded that the duty to appropriate and deposit money into a police pension fund was a “statutory charge” under R.S. 33:2922, which must be budgeted as a yearly expense to be paid as first priority. **However, the case can be distinguished in that the statute involved specified a determinable sum to be paid. LSA–R.S. 33:4715 imposes a general statutory duty upon parish authorities to provide a courthouse and jail but does not impose a specific requirement as to how the duty is to be performed.** *Amiss v. Dumas*, 411 So.2d 1137 (La.App. 1st Cir.1982) also is to be distinguished; the holding was that between the Police Jury and the sheriff, the legal responsibility to provide jail facilities for parish prisoners is vested with the Police Jury.

*Id.* at 617 (emphasis added).

*Citizens* makes it abundantly clear that the amount sought by Moore is not a statutory charge, since it is not an amount fixed in statute; instead, it is a matter of discretion not properly the subject of a mandamus. Indeed, the City/Parish must exercise its discretion in balancing the priority of the numerous funding needs of operating the government.

In *Citizens*, the plaintiff opposed a proposed contract between Tangipahoa Parish and the State Bond Commission whereby Tangipahoa would dedicate a portion of its general revenue fund to cover the parish’s expense in constructing a new parish jail. The plaintiff obtained a preliminary injunction against the parish and parish appealed, arguing that, at a minimum the “jail project expenditure should be considered a ‘statutory charge’ or a ‘necessary and usual charge,’ thus granting the expenditure priority in funding.” *Id.* at 617. The parish argued that it was statutorily obligated to provide a “good and sufficient” courthouse and jail under La. R.S. 33:4715, thus the cost of providing the same constitutes a statutory charge. The First Circuit disagreed, because, although there is a “general statutory duty” to provide a good jail, the statute “does not impose a specific requirement as to how the duty is to be performed.” *Id.*

The same is true in this case. There is no specific statutory charge for the vast majority of Moore’s claims. By contrast, there are statutes setting minimum salaries for the district attorney and assistant district attorneys. *See, e.g.* La. R.S. 16:424 (requiring minimum additional salary from the parish for assistant district attorneys). These are actual statutory charges, which have been appropriated and funded. All other claims by Moore are not statutory charges under La. R.S. 33:2922(A), because they are not either set by nor determinable from the statute. A ruling otherwise would make the District Attorney’s budget a blank check.

Moore relies on *Reed v. Washington Parish Police Jury*, 518 So. 2d 1044, 1049 (La. 1988) for the proposition that a mandamus is the appropriate procedural vehicle to remedy his alleged budget needs. This reliance is misplaced. As noted, the Parish does not dispute its obligation to provide funding to Moore’s office; it only disputes the amount. What Moore seeks here, however, is not an order compelling funding in the first instance, but an order compelling a significant increase in funding—over \$14 million beyond the amount adopted in the 2026 final Budget. The amount Moore seeks is more than double the amount historically sought and funded. Moore’s request fundamentally differs from the refusal to fund in *Reed* and squarely implicates discretionary budgetary judgment. As Moore recognized in his 2026 Budget Request (Exhibit A), there is a distinction between the amount the Parish is required to fund his office and the amount that he would like his office to be funded. Determining the amount reasonably necessary is an act of discretion left to the Metro Council.

In *Reed*, the district attorney sought a writ of mandamus to compel the parish police jury of Washington Parish to reimburse his office for operational expenses. *Reed*, 518 So. 2d at 1044. The parish only appropriated \$42,246.12 for the district attorney’s office, when the district attorney requested a modest total of \$145,025.00. After presentation of evidence, the total amount in was a difference of only \$100,000. *Id.* at 1045. The trial court found the request was “not unreasonable” and stressing that the “police jury did not contend it lacked sufficient funds to pay its statutorily mandated expenses.” *Id.* (emphasis added). In affirming the decision, Louisiana Supreme Court focused in large part on the history and language of La. R.S. 16:6, which are not in dispute here, but held, in pertinent part:

...the police jury's duty to fund the 16:6 expenses is *limited by the standard of reasonableness*. This limitation comports with traditional interpretations of the doctrine of inherent powers afforded the judicial branch of government and satisfies the system of checks and balances underpinning a republican form of government with its separation of powers. Accordingly, the budget request of the district attorney must be legitimate in that it is related to the function of his office. Also it must be quantitatively reasonable.

*Id.* at 1049 (emphasis added).

By contrast, the amount sought here is unreasonable as it is grossly in excess of the historical funding provided to and expenditures of the District Attorney’s office. While the district attorney in *Reed* requested additional funding of only \$100,000, the additional amount requested

Moore—approximately \$14 million— exceeds that modest request by some \$13.9 million. It is also more than double any amount previously requested by Moore. Moreover, this amount is not being sought for operational expenses itemized within La. R.S. 16:6, rather, Moore seeks the additional funds to “pay competitive salaries and benefits.” *Petition for Writ of Mandamus and Incorporated Memorandum in Support Thereof*, ¶26.

In Reed, both the initially budgeted amount and the additional amount requested by the district attorney were miniscule. Moreover, unlike Reed, here, the funding is just not available. Reed is inapposite and has no bearing on this dispute.

Moore interprets the designation of “other expenses” within La. R.S. 16:6 to include attorney salaries, however, such an interpretation is incorrect. The first paragraph of Section 6 already provides that an expense allowance for employees; therefore, including salaries in “other expenses” would be duplicative. Moreover, La. R.S. 16:424 expressly delineates the contours of salary funding for attorneys at the East Baton Rouge Parish District Attorney’s Office. In pertinent part, the statute calls for a range of floors for the various tiers of attorneys employed by the District Attorney’s Office, the first assistant district attorney having an annual salary of not less than \$8,400 and scaling down to the tenth assistant district attorney having an annual salary of not less than \$6,600. La. R.S. 16:424 (A)-(D). The Metro Council funds these positions well in excess of these amounts, and Moore has not alleged any violation of these funding requirements. In short, the City/Parish already exercised its discretion to pay Moore’s attorneys more than the statutory minimum.

***B. Moore Cannot State A Cause of Action for Alleged Historical Budget Deficits or Shortfalls***

The details of Moore’s budget request also warrant examination. *See* Exhibit A, 2026 Budget Request. Moore’s Petition demands his office be appropriated a total of \$22,600,000.00. But his 2026 budget request concedes that “to meet [the] basic Constitutional obligations,” he requires \$18 million, \$4.6 million less than he demanded. Moreover, Moore’s 2026 budget request seeks an appropriation both for fiscal years 2026 and 2025. To meet the “basic Constitutional obligations” for 2026, Moore asserts he needs a total of \$10,450,000, approximately \$2.15 million more than was actually appropriated for his office. For 2025, Moore claims he needed \$7,550,000

above and beyond the \$8,769,410 already appropriated for his office in 2025. Notably, Moore requested \$9,091,440 in his budget request for 2025, well below the figure he now contends is constitutionally mandated for that time period. See Exhibit B, 2025 Budget Request.

### Strategic Funding Utilization Plan

#### Breakdown of Basic Funding Needs (to meet basic Constitutional obligations):

Funding Priority	2025 Need*	2026 Need	Total**
Balance the Budget	\$1,500,000	—	\$1,500,000
Catch Up on Salaries & Improve Retention	\$1,200,000	\$1,750,000	\$2,950,000
Establish Specialized Units	\$1,250,000	\$2,500,000	\$3,750,000
Address Staffing Shortages	\$3,000,000	\$5,000,000	\$8,000,000
Cover Rising Operational Costs	\$600,000	\$1,200,000	\$1,800,000
<b>Total Funding Needed</b>	<b>\$7,550,000*</b>	<b>\$10,450,000</b>	<b>\$18,000,000**</b>

\*This is in addition to adopted 2025 budget = \$8,769,410. Thus, amended 2025 budget would be \$16,319,410--increase of \$7.55M

\*\*This is the total estimated annual operating budget needed from C/P. Thus, if allocated in FY26 only then would be an increase of \$9,230,590 (\$18,000,000 – 8,769,410) or 105%.

Exhibit A, 2026 Budget Request.

But Moore cannot go back in time and retroactively amend the 2025 budget. In *Caldwell v. City of Shreveport*, 2023-00182 (La. 11/17/23), 374 So.3d 112, the Shreveport City Marshal filed a petition for a writ of mandamus arguing that “for over a decade, the City has failed to satisfy its obligation to fund all reasonable and necessary expenses of the Marshal’s office.” *Caldwell v. City of Shreveport*, *Id.* at 113. At oral argument, the Louisiana Supreme Court *sua sponte* “raised the issue of whether a cause of action may properly exist to retroactively recover, beyond the fiscal year claimed to be inadequately funded, for budget allocations allegedly owed by the City.” *Id.* Ultimately, the Louisiana Supreme Court found that “there is no cause of action to recover alleged deficits in budgetary allocations retroactively . . . [and that] [t]he Marshal’s recovery is therefore limited to any amounts owed for the 2020 fiscal year.” *Id.* at 115.

In reaching its conclusion, the Louisiana Supreme Court relied on the criteria set forth in the Louisiana Local Government Budget Act (“LLGBA”), La. R.S. 39:1303, *et seq.* as well as Shreveport’s own Code of Ordinances. With respect to the latter, the Court first recognized that, under La. Const. art. VI. § 5(A), a home rule charter may be adopted to provide the “structure and organization, powers, and functions of the government of the local governmental subdivision,

which may include the exercise of any power and performance of any function necessary, requisite, or proper for the management of its affairs not denied by general law or inconsistent with [the Louisiana Constitution].” *Id.* at 114.

The Court then noted that Shreveport’s ordinances specified that appropriations were valid only for the year in which they were made and that no funds could be expended except in accordance with the operating budget ordinances. *Id.* at 115. Accordingly, the Louisiana Supreme Court concluded that there could be no cause of action for a mandamus for any period except the immediate fiscal year when the Mashal filed suit. *Id.*

In addition to being the law, this is also a matter of good governance, as pointed out by Justices Chrichton and Crain in their respective concurrences. Justice Chrichton added in his concurrence that “allowing any claim for amounts beyond a particular budget year is not only not feasible, it is disruptive to cohesive government function.” *Id.* (J. Chrichton, concurring). Justice Crain added that he “write[s] separately to emphasize that there is no cause of action recover non-appropriated or under appropriated funds prior to the current budget year.” *Id.* (J. Crain, concurring). Justice Crain expounded as follows:

Tax dollars that fund government are collected and disbursed only on an annual basis. Once a budget year closes and those dollars are appropriated and spent, there is no source from which to collect past amounts without crippling the operations of government going forward. Allowing retroactive recovery outside a current budget year is inimical to the functioning of government. . . .

While litigation of a budget dispute can extend beyond the current budget year, once suit is initiated, recovery of funds for that budget year is viable until judicial disposition . . . [w]ithout a legal objection to a year’s budget allocation, no cause of action exists to recover any alleged budgetary deficit.

*Id.* (J. Crain, concurring).

Here, Moore did not file a legal challenge to the 2025 budget. The 2025 fiscal year has closed. Moore cannot incorporate a stale 2025 challenge into his 2026 budget dispute. As with the Shreveport ordinances, here, the Plan of Government provides that “[a]ny portion of a current expense appropriation remaining unexpended and unencumbered at the close of the fiscal year shall lapse.” *See* Section 8.19 of the Plan of Government. Relatedly, the Plan of Government also states that “in no event shall the total estimated expenditures exceed total anticipated revenues combined with the estimated surplus or deficit at the end of the current fiscal year.” The Plan of

Government and the Louisiana Supreme Court's decision in *Caldwell* foreclose Moore's claims relating to alleged budget deficiencies for fiscal year 2025.

***C. Dilatory Exception of Improper Use of Summary Proceedings***

A summary proceeding is one which is conducted with rapidity, within the delays allowed by the court, and without citation and the observance of all formalities required in ordinary proceedings. *See* La. Civ. Code. Proc. art. 2591. Under Louisiana law, a summary proceeding may only be used for the trial or disposition of certain matters specifically set forth in the Code of Civil Procedure or otherwise authorized by law. *See* La. Code. Civ. Proc. art. 2592.

Here, Moore has filed a Petition for Writ of Mandamus, which is a summary proceeding. *See* La. C.C.P. art. 3861. However, the availability of summary procedure presupposes that mandamus relief is legally appropriate. As set forth above, it is not. The Parish does not dispute its obligation to provide funding to the District Attorney's Office and, in fact, the City/Parish has funded the office for the 2026 fiscal year pursuant to the duly adopted Budget, and, actually supplemented that amount as additional funds became available. Moore's grievance is not that the City/Parish failed or refused to fund his office, but that it did not fund the office in the amount he requested.

That distinction is dispositive. A dispute concerning the adequacy or amount of funding necessarily implicates discretionary budgetary decisions and requires factual development—issues that cannot be resolved through mandamus and are not properly addressed in a summary proceeding. Because the relief sought would require the Court to evaluate and potentially override discretionary fiscal determinations, the District Attorney's attempt to proceed via summary process is unauthorized as a matter of law. Accordingly, this matter must be dismissed without prejudice or, alternatively, converted to an ordinary proceeding.

***D. Peremptory Exception of Nonjoinder***

*i. Standard for Peremptory Exception of Nonjoinder*

La. C.C.P. art. 641 provides that a "person **shall** be joined as a party in the action when either:

- (1) In his absence complete relief cannot be accorded among those already parties.

- (2) He claims an interest relating to the subject matter of the action and is so situated that the adjudication of the action in his absence may either:
- (a) As a practical matter, impair or impede his ability to protect that interest.
  - (b) Leave any of the persons already parties subject to a substantial risk of incurring multiple or inconsistent obligations.

The parties needed for just adjudication<sup>3</sup> in an action are those who have an interest relating to the subject matter of the action and are so situated that a complete and equitable adjudication of the controversy cannot be made unless they are joined in the action. *Lowe's Home Const., LLC v. Lips*, 10-762 (La. App. 5 Cir. 1/25/11), 61 So.3d 12, 16, writ denied, 11-371 (La. 4/25/11), 62 So.3d 89. The burden is placed on those already parties to the litigation to join parties needed for just adjudication, not upon the non-parties to intervene in actions to which they are required to be joined pursuant to La. C.C.P. art. 641. *Stephenson v. Nations Credit Financial Services Corp.*, 98-1688 (La. App. 1 Cir. 9/24/99), 754 So.2d 1011, 1021. An adjudication made without making a person described in the article a party to the litigation is an absolute nullity. *Terrebonne Parish Sch. Bd. v. Bass Enterprises Prod. Co.*, 02-2119 (La. App. 1 Cir. 8/8/03), 852 So.2d 541, writs denied, 03-2786 (La. 1/9/04), 862 So.2d 984, 03-2873 (La. 1/9/04), 862 So.2d 985.

As shown below, each of the cities located in East Baton Rouge Parish, including municipalities of Baton Rouge, St. George, Central, Baker, and Zachary have vested interested in seeing that the office of the District Attorney is fully funded and are, therefore, parties needed for the just adjudication of this matter.

ii. *The City of Baton Rouge is a Necessary Party Because It Shares a General Fund with the Parish*

The District Attorney has sued the Parish and the individual members of the Metro Council. But the City has not been named as a party in this action. As discussed above, the City is a separate legal entity. Although not joining the City of Baton Rouge as a party, Moore nevertheless demands

---

<sup>3</sup> Amendments to Code of Civil Procedure articles 641 through 646 in 1995 removed the distinction of “indispensable” and “necessary” parties in favor of a single category of “parties needed for just adjudication.” For ease of reading, “parties needed for just adjudication” will, at times, be referred to as either “necessary” or “indispensable.”

that the City/Parish fund his financial demands – Moore in fact details the 2026 City/Parish Budget process in his Petition. *See, e.g. Broome v. Rials*, 2023-01108 (La. 4/26/24), 383 So.3d 578, 587, *reh'g denied*, 2023-01118 (La. 6/27/24), 387 So.3d 547 (“Because the City-Parish operates from a single general fund, Baton Rouge could be affected if St. George cannot timely provide services to its citizens.”) (emphasis added).

Section 8 of the Plan of Government establishes that the City/Parish has a consolidated approval process for their combined expenditures. Insofar as revenues are concerned, revenues of the City of Baton Rouge dwarf Parish revenues. For 2026, the Budget forecasts that the City will collect approximately \$233,100,000 in taxes and other revenues, while the Parish will collect approximately \$95,200,000 in taxes and other revenues for the general fund. Given the disparity in revenues and the consolidated government, the taxpayers of the City of Baton Rouge functionally support the provision of **all** parish services, including those provided by constitutional officers such as Moore.

Moore’s Petition for Mandamus, however, sues only the Parish, requesting that it fund his office to the extent of approximately 24% of the total revenues collected in the Parish. Although he only sues the Parish, he is implicitly requesting the City/Parish fund his office. His petition, in fact, makes repeated reference to the adoption of the Budget, which was adopted by the City/Parish, not the Parish. And even if it is assumed that the City/Parish is the real target of this suit, any proposed increase in the District Attorney’s budget would have a ripple effect on the rest of the Budget. Given the facts that (1) the City and the Parish share a general fund; (2) the District Attorney’s demand for funding would necessarily dip into revenues generated in the City of Baton Rouge; and (3) the impact this would have on both the City and the Parish and their joint Budget, the City of Baton Rouge is clearly a necessary party to this lawsuit. Stated differently, Moore cannot only sue the Parish while simultaneously seeking to hold the City/Parish responsible for funding his office. It being certain that the City of Baton Rouge must be made a party, all of other the cities in the parish must likewise be joined. As discussed below, this only makes sense as all cities in the parish receive services from Moore and should, therefore, but responsible for proportionately funding his office.

iii. *The Other Municipalities located in East Baton Rouge Parish are likewise Parties Needed for Just Adjudication*

Given the tremendous impact the incorporation of St. George wrought on the City/ Parish's finances, it is essential that the other municipalities be brought into this suit to bear their proportionate share of the cost in the event the Court finds that District Attorney's suit has merit. The consolidated City/Parish government cannot afford to subsidize constitutional offices that other municipalities directly benefit from.

At present, the City/Parish budget receives no revenue from other municipalities' taxes but subsidizes the provision of services for constitutional offices throughout the parish, including the District Attorney's Office, on behalf of the municipalities. As discussed above, although only naming the Parish as a defendant, the reality is that for Moore to be successful, the funding for his office must come not only from the Parish, it must also come from the City of Baton Rouge. If the City of Baton Rouge is to be forced to bear the financial burden of the District Attorney's demands, despite it being a *parish* obligation, so must the other municipalities. It is logically inconsistent for only the City of Baton Rouge to fund the cost of Moore's office while the other cities do not share in the financial cost. Furthermore, the municipalities are necessary parties as they will be impacted by cuts in other parish-wide services necessitated by the District Attorney's budget demands.

iv. *St. George is a Necessary Party as it Reneged on its Promise to Fund the District Attorney (and other Constitutional Offices)*

After St. George petitioned to be incorporated, certain plaintiffs filed a petition to contest that incorporation on the basis that, *inter alia*, the incorporation was unreasonable, St. George lacked a plan or the means to provide necessary services to its residents, and the incorporation would have an adverse effect on Baton Rouge, all of which has proven to be true. In connection with the lawsuit, St. George retained an expert, Jean-Paul Tujague, to provide opinions, essentially a budget, as to St. George's capacity to provide essential services to its residents and the financial impact of the incorporation on the general fund of the City/Parish. Mr. Tujague asserted under oath that St. George would pay a proportionate share of the expenses for the constitutional offices of the Parish for a grand total of \$5,375,567, specifically including \$1,366,213 in funding for the District Attorney. See Exhibit C, Tujague Expert Report, Appendix III.

In his deposition, St. George's expert testified that he did "not budget adjustments to these constitutional services," and that St. George is "including in their budget to reimburse . . . the district attorney [and] everybody else who is already covered primarily by ad valorem taxes anyway." Exhibit D, Excerpt from Tujague Deposition, p. 34-35, lines 18-19, 21-3. During the trial, St. George's expert again testified as to St. George's commitment to contribute to parish-wide services. He testified thus:

Parish wide expenditures are amounts that the proposed City of St. George – or the City of St. George is proposing to contribute to the City Parish for those services that are Parish wide. And, you know, that would encompass constitutional offices such as this Court, the juvenile court, family court, justice of the peace . . . the registrar and district attorney.

Exhibit E, R. 2235, Vol. 11 of 12, *Broome v. Rials*, 2023-01108 (La. 4/26/24), 383 So.3d 578, 587, *reh'g denied*, 2023-01118 (La. 6/27/24), 387 So.3d 547.

Mr. Tujague specifically testified that he included contributions to Parish wide offices "at the insistence of the incorporators [of St. George] [because] they wanted to make sure to minimize any impact that this would have on the City Parish." Exhibit E, R. 2236, Vol. 11 of 12. Ultimately, the Louisiana Supreme Court agreed that St. George was entitled to incorporate, finding that the City/Parish would not be financially harmed. This opinion was, in part, based on the testimony of Mr. Tujague. *See Broome v. Rials, supra*.

St. George recognized the benefits of the District Attorney to its residents as it made funding the District Attorney part of its platform to support incorporation. And this platform was validated by the Supreme Court. Now that it has incorporated and it is time to write a check, St. George has reneged. St. George must be held to the commitments it made when it sought incorporation. The City of Baton Rouge is a necessary party. St. George is a necessary party. If the City of Baton Rouge and St. George are necessary parties, Baker, Central, and Zachary, all of which likewise benefit from Moore's office, must also be joined.

### III. CONCLUSION

For the reasons set forth above, Defendant's *Peremptory Exception of No Cause of Action*, *Dilatory Exception of Unauthorized Use of Summary Proceedings*, and *Peremptory Exception of Nonjoinder* should be sustained and Moore's *Petition for Writ of Mandamus* should be dismissed with prejudice, or alternatively, converted to an ordinary proceeding with St. George, Baker,

Zachary, the City of Baton Rouge, and Central joined as parties.

Respectfully submitted,

**TAYLOR, PORTER, BROOKS & PHILLIPS L.L.P.**

By   
Brett P. Furr, Bar # 17572  
William H. Patrick IV, Bar # 38862  
Emily A. Webb, Bar # 41978  
450 Laurel Street, 8th Floor (70801)  
P.O. Box 2471  
Baton Rouge, LA 70821-2471  
Telephone: (225) 387-3221  
Facsimile: (225) 346-8049  
Email: [brett.furr@taylorporter.com](mailto:brett.furr@taylorporter.com)  
[will.patrick@taylorporter.com](mailto:will.patrick@taylorporter.com)  
[emily.webb@taylorporter.com](mailto:emily.webb@taylorporter.com)

*Attorneys for Defendant, East Baton Rouge Parish*

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing was transmitted by electronic mail to counsel for Hillar Moore, III, in his official capacity as District Attorney for East Baton Rouge Parish on the ~~21<sup>st</sup>~~ day of May, 2026.

So certified in Baton Rouge, Louisiana on this ~~21<sup>st</sup>~~ day of May, 2026.

  
Brett P. Furr

HILLAR C. MOORE, III, IN HIS  
OFFICIAL CAPACITY AS DISTRICT  
ATTORNEY FOR EAST BATON ROUGE  
PARISH

SUIT NO. 777371 DIV. 23

19<sup>TH</sup> JUDICIAL DISTRICT COURT

V.

PARISH OF EAST BATON ROUGE

EAST BATON ROUGE PARISH  
GOVERNMENT, by and through the CITY OF  
BATON ROUGE METROPOLITAN  
COUNCIL MEMBERS, IN THEIR OFFICIAL  
CAPACITY, AND EMILE “SID” EDWARDS,  
IN HIS OFFICIAL CAPACITY AS MAYOR-  
PRESIDENT OF EAST BATON ROUGE

STATE OF LOUISIANA

**HILLAR C. MOORE, III’S MEMORANDUM IN OPPOSITION TO THE EAST BATON  
ROUGE PARISH GOVERNMENT’S PEREMPTORY AND DILATORY EXCEPTIONS**

Plaintiff, Hillar C. Moore, III, in his official capacity as District Attorney for East Baton Rouge Parish (the “District Attorney”), respectfully submits the following memorandum in opposition to the exceptions raised in *Defendant’s Peremptory Exception of No Cause of Action, Dilatory Exception of Unauthorized Use of Summary Proceedings, and Peremptory Exception of Nonjoinder* filed on behalf of Defendant, the East Baton Rouge Parish Government (the “Parish”). The exceptions are without merit and should be overruled by this Court for the reasons set forth herein.

**INTRODUCTION**

This is a mandamus action filed by the District Attorney to compel the Parish to perform its mandatory statutory duty under La. R.S. § 16:6, as interpreted by the Louisiana Supreme Court in *Reed v. Wash. Par. Police Jury*, 518 So. 2d 1044 (La. 1988), to fund the District Attorney’s 2026 proposed budget. The Parish’s legally enforceable obligation is mandatory and subject only to a judicial determination of reasonableness, as outlined in *Reed*. *See id.* at 1049. Any dispute over the amount to be funded presents a question for the Court to resolve; it does not render the Parish’s duty discretionary. The Louisiana Supreme Court has already provided clear instructions on how such disputes are to be resolved under *Reed*, and that framework controls here.

The Parish’s argument is not grounded in law, but in policy preferences and perceived fairness. Louisiana Revised Statute 16:6 imposes a mandatory obligation solely on the Parish and contains no language authorizing or requiring funding from municipalities. The Parish’s reliance on consolidation, budgetary concerns, or notions of “logical consistency” does not create legally

enforceable obligations on municipalities. Moreover, the District Attorney cannot (and will not) engage in policy or political debates about how municipalities and other governmental entities “should” allocate resources. Those are matters for the legislative and executive branches to resolve, not issues that create or modify statutory duties enforceable in this proceeding.

The Parish filed three exceptions: (1) peremptory exception of no cause of action; (2) dilatory exception of unauthorized use of a summary proceeding; and (3) peremptory exception of nonjoinder of a party. Each exception lacks merit and should be overruled.

*First*, as explained more below, the Parish’s peremptory exception of no cause of action is procedurally defective as it relies on exhibits in violation of La. Code Civ. Proc. art. 931, which this Court may not consider.<sup>1</sup> Regardless, the Petition states a valid claim for mandamus under La. R.S. § 16:6, and the Parish’s “budget history” argument is legally irrelevant to this exception.

*Second*, the Parish’s dilatory exception of improper use of a summary proceeding improperly attacks the merits. As explained further below, the Louisiana Supreme Court in *Reed* recognized mandamus as the proper vehicle to compel a governing authority to fulfill its mandatory funding obligation under La. R.S. § 16:6. The Parish’s attempt to recast its merits argument as a procedural defect should be overruled.

*Third*, the Parish’s peremptory exception of nonjoinder fails because the municipalities it identifies are neither necessary nor indispensable parties under La. Code Civ. Proc. arts. 641 and 642. As explained more below, the Parish has not demonstrated that these municipalities bear any legal obligation at issue in this action, and this exception should be overruled. Because the City and Parish remain separate legal entities, they necessarily may have separate legal obligations. While the Parish clearly bears a mandatory, legally enforceable obligation under La. R.S. § 16:6 to fund the District Attorney, the municipalities of East Baton Rouge Parish clearly do not have the same legally enforceable obligation under the statute, and the parish has not offered or demonstrated any such obligation. This distinction explains the municipalities’ absence from this

---

<sup>1</sup> Although the Parish has invoked La. Code Evid. art. 201 to offer its budget exhibits as adjudicative facts, judicial notice cannot be used to circumvent La. Code Civ. Proc. art. 931. Article 201 governs only facts “not subject to reasonable dispute,” but Article 931 categorically prohibits the introduction of any evidence to support or controvert an exception of no cause of action. The Parish’s attempt to introduce evidence under Article 201 is therefore impermissible in this procedural posture.

suit and defeats the Parish's nonjoinder argument. The Parish's supporting memorandum confirms that the Parish, not a municipality, is the governing authority with a legally enforceable obligation to the District Attorney. Notably, the District Attorney agrees with the following assertions by the Parish in its memorandum in support:

- That "the City and the Parish have consolidated governments pursuant to the Plan of Government adopted effective January 1, 1949 (the "Plan of Government")." Memorandum in Support of Exceptions, p. 2.
- That "[t]he Plan of Government, as amended, consolidated the City Council and Parish Council into the Metropolitan Council, and established the office of the Mayor-President." *Id.*
- That the City and Parish "remain separate and distinct legal entities." *Id.*
- That only the consolidated government "funds any expenses of [the District Attorney's] office." *Id.* at p. 3.
- That "the Parish has a statutory obligation to provide funding the District Attorney's Office." *Id.* at p. 6.

Accordingly, La. R.S. § 16:6 and Louisiana Supreme Court's interpretation of that statute in *Reed* impose a clear legal duty on the Parish, and the Parish's attempt to reinterpret that duty is contrary to controlling Louisiana Supreme Court authority. For the reasons set forth more below, all of the Parish's exceptions should be overruled.

## LAW AND ARGUMENT

### **A. The Peremptory Exception of No Cause of Action Should be Overruled.**

The Parish's Exception of No Cause of Action rests on a fundamental mischaracterization of the Petition and an equally fundamental misunderstanding of the governing jurisprudence. Before addressing the merits of the Exception of No Cause of Action, the District Attorney objects to the Parish's reliance on documents outside the pleadings. It is well settled that an exception of no cause of action is decided solely on the face of the petition. La. Code Civ. Proc. art. 931. Evidence is inadmissible. *Fink v. Bryant*, 01-0987 (La. 11/28/01), 801 So. 2d 346, 349.

These exhibits cannot be considered and must be excluded. The Parish's recent request asking this Court to take judicial notice of these exhibits is a clear attempt to introduce adjudicative facts under La. Code Evid. art. 201 to circumvent La. Code Civ. Proc. art. 931, which is impermissible. In response, the District Attorney plans to file a Motion to Strike. Despite the fact that these exhibits cannot be considered, the Parish nevertheless attaches Exhibits A and B in

support of this exception. These documents are inadmissible, constitute hearsay, and cannot be considered at this stage. The Court must evaluate only whether the Petition, as written, states a cause of action. It does.

**a. Mandamus is Proper Because La. R.S. § 16:6 Constitutes a Specific Statutory Directive.**

The Parish's assertion that mandamus is unavailable because the funding decision is "discretionary" is flatly contradicted by Louisiana Supreme Court jurisprudence in *Reed*, 518 So. 2d 1044 (La. 1988), a 6-1 ruling that has never been overturned, limited or questioned by any subsequent jurisprudence. In *Reed*, the police jury made the same argument the Parish makes here: that funding the district attorney's office is a discretionary act and therefore cannot be compelled by mandamus. *Id.* at 1044. The Supreme Court reversed the appellate court and rejected that argument in unequivocal terms. *Id.* at 1045. After analyzing the text, structure, and history of La. R.S. § 16:6, the Court held that the statute imposes a mandatory duty on parish governing authorities to fund the operational expenses of the district attorney's office. *Id.* at 1046. The Court explained that although the statute uses the word "authorized," that term must be read in context and in *pari materia* with the statute's first paragraph, which states that district attorneys "shall be entitled" to the enumerated expenses. *Id.* at 1046. Reading the statute as a whole, the Court concluded that the legislature intended to direct, not merely permit, the parish police jury to fund those expenses. *Id.* at 4049. The only limitation the Supreme Court recognized was that if the district attorney's budget request is challenged, then the district attorney's budget request must be determined to be "quantitatively reasonable," a standard the Court expressly "afforded the **judicial branch of government**," not the parish. *Id.* at 1049 (emphasis added). The Supreme Court held that mandamus is the appropriate procedural vehicle to compel performance of this mandatory duty, expressly stating: "A writ of mandamus is an appropriate device to compel the police jury to perform its mandatory duty to fund the reasonable expenses of the district attorney." *Id.* at 1049. That is precisely the circumstance here. The District Attorney alleges that the Parish failed to fund mandatory statutory and constitutional expenses for the current fiscal year. Under *Reed*, that allegation states a valid cause of action for mandamus.

The Parish's reliance on *Connick v. City of New Orleans*, 543 So. 2d 66 (La. App. 4 Cir. 1989), *writ denied*, 545 So. 2d 1040 (La. 1989), is confusing and misplaced. Although the Parish cites *Connick* as an example of a Louisiana appellate court rejecting a mandamus action brought by a district attorney, that decision arose in the unique statutory context of Orleans Parish, where La. R.S. § 16:6 does not apply. *See id.* at 68. The Fourth Circuit expressly recognized the La. R.S. § 16:6 governs “the funding of offices of district attorneys **other than Orleans Parish**” and, in doing so, reaffirmed the Louisiana Supreme Court's holding in *Reed* that governing authorities have a mandatory statutory duty, subject to reasonableness, to fund the District Attorney's expenses listed in La. R.S. § 16:6. *Id.* (emphasis added). Therefore, a closer reading of *Connick* does not support the Parish's position and reinforces that mandamus is available under La. R.S. § 16:6 here.

The Parish's reliance on *Jefferson v. Ouachita Par. Police Jury*, 56,096 (La. App. 2 Cir. 12/18/24), 402 So. 3d 1232, *writ denied*, 2025-00131 (La. 04/08/25), 405 So. 3d 572, is equally unavailing and, critically, is an incomplete recitation of the very rule it purports to invoke. While the Parish correctly quotes the general proposition that “a writ of mandamus may only be used to compel the performance of ministerial duties and may not be used when any element of discretion is present,” it conspicuously omits the limiting principle that immediately governs this case: the *Jefferson* court itself recognized that local governing authority exercises discretion only “*where no specific statutory directive applies to making budgetary decisions.*” *Id.* (emphasis added). That limiting condition is not present here. Here, a specific statutory directive, as interpreted by the Louisiana Supreme Court, unambiguously applies. Louisiana Revised Statute § 16:6 imposes a mandatory funding obligation on the Parish with respect to the District Attorney's office. The Parish's budgetary obligation under La. R.S. § 16:6 is not a matter of policy judgment or executive discretion, it is a duty defined and imposed by statute.

The Parish's attempt to reframe its statutory obligation as “discretionary” is not only incorrect, it is directly foreclosed by the Louisiana Supreme Court's interpretation of the very statute at issue. Accordingly, the Parish's exception must be denied.

**b. The Parish's Budget History Arguments are Legally Irrelevant to the Exception of No Cause of Action.**

Even setting aside the prohibition against and inadmissibility of the exhibits, the Parish's extended argument about historical funding levels is legally irrelevant to the questions before this Court. The exception of no cause of action tests whether, as a matter of law, the petition states a legally cognizable claim. It does not ask whether the amount requested is reasonable, whether it departs from historical norms, or whether the Parish has in past years funded the office at lower levels. Those are factual merits questions that have no place in a no-cause exception. Whether the Parish believes that it may have defenses to the Petition is of no moment at this stage.

Finally, the Parish's attempt to distinguish *Reed*, on the basis that the dollar amounts at issue here are larger likewise fails as a matter of law. *Reed* did not establish a dollar-amount threshold for mandamus availability. It established a legal standard: that the district attorney's budget request must be legitimate and quantitatively reasonable in relation to the functions of the office. *See Reed*, 518 So. 2d at 1049. Whether the amount sought by the District Attorney here meets that standard is a factual determination that cannot be resolved on the face of the pleadings, and certainly cannot be resolved by reference to budget exhibits that are not and should not be part of the record.

**c. The Petition, on its Face, Concerns a Single Issue: The 2026 Budget.**

Additionally, the Parish's exception is built on the false premise that the District Attorney seeks retroactive funding or an amendment to the 2025 budget. Nothing in the Petition supports that assertion. The Petition challenges only the 2026 appropriation and seeks mandamus relief compelling the Parish to perform its ministerial duty to fund the District Attorney's Office at a level sufficient to meet its statutory and constitutional obligations. The Parish's reliance on *Caldwell v. City of Shreveport*, 2023-00182 (La. 11/17/23), 374 So. 3d 112, is therefore misplaced. *Caldwell* held that a plaintiff cannot recover alleged deficits from prior fiscal years, but it expressly reaffirmed that mandamus remains available to compel funding for the current fiscal year. The District Attorney's Petition falls squarely within the category of claims *Caldwell* permits. The Parish's attempt to recast the Petition as retroactive is contradicted by the Petition's plain language and cannot support dismissal.

Ultimately, the Parish's exception does not challenge the legal sufficiency of the Petition; it challenges the factual accuracy of the District Attorney's allegations. That is not the function of

a peremptory exception. *See New Orleans and Baton Rouge Steamship Pilots Assoc. v. Wartenburg*, 2020-0193 (La. App. 1 Cir. 11/12/20), 316 So. 3d 39, 42. The Petition alleges that the Parish failed to fund mandatory statutory expenses for the current fiscal year. Accepting those allegations as true (as the Court must), the Petition states a cause of action for mandamus under controlling Louisiana law. The Parish's arguments go to the merits and must be addressed, if at all, through evidence, not through dismissal at the pleading stage.

**B. The Dilatory Exception of Unauthorized Use of a Summary Proceeding Should be Overruled.**

The Parish's dilatory exception is premised on the Parish's misguided assertion that, because it contends mandamus is improper, the use of a summary proceeding is likewise unauthorized. This argument is incorrect for several reasons.

*First*, La. Code Civ. Proc. art 2592(6) clearly and unambiguously authorizes the use of summary proceedings for the trial or disposition of a mandamus proceeding. Mandamus is therefore, by definition, a proper vehicle for summary proceedings. Further, "the merits of the mandamus proceeding are not to be addressed by a procedural exception." *Cent. Cmty. Sch. Bd. v. E. Baton Rouge Par. Sch. Bd.*, 08-36 (La. App. 1 Cir. 06/06/08), 991 So. 2d 1102, 1114. *See Smith v. St. Tammany Fire Protection Dist. No. 1*, 97-2003 (La. App. 1 Cir. 09/25/98), 723 So. 2d 994, 995.

Here, however, the Parish's exception does exactly that. It bases its dilatory exception on its allegations that the duties at issue are not ministerial in nature. An objection to the use of mandamus when the duty is not ministerial should be raised as a peremptory exception of no cause of action rather than a dilatory exception of the unauthorized use of a summary proceeding. *See Hiers v. Defreche*, 2012-1132 (La. App. 1 Cir. 10/24/13), 2013 La. App. LEXIS 3016, \*7-8; *Acadiana Bank v. Hayes*, 498 So. 2d 275, 277 (La. App. 1 Cir. 1986). Accordingly, the Parish's attempt to use a dilatory exception to object to the merits of mandamus is procedurally improper; any such arguments belong solely within its peremptory exception of no cause of action.

*Second*, the Louisiana Supreme Court has expressly recognized that "[a] writ of mandamus is an appropriate device to compel [a local government] to perform its mandatory duty to fund the reasonable expenses of the district attorney." *Reed*, 518 So. 2d at 1049. This holding is directly on

point to the instant case, as the District Attorney seeks to compel the Parish to fulfill its mandatory statutory duty under La. R.S. § 16:6 to fund the reasonable expenses proposed in the 2026 budget. The use of mandamus is therefore procedurally proper, and the Parish's dilatory exception should be overruled.

**C. The Peremptory Exception of Nonjoinder Should be Overruled.**

The Parish's peremptory exception of nonjoinder is likewise without merit. In support of this exception, the Parish relies on Exhibits C, D, and E, which include materials drawn from *Broome v. Rials* that are neither relevant nor persuasive to the instant case. The District Attorney was not a party in that case. *Broome* did not involve the District Attorney, and it addressed issues relating to the incorporation of a municipality, not the funding obligations at issue here. *See Broome*, 2023-01108 (La. 04/26/24), 383 So. 3d 578, 587, *reh'g denied*, 2023-01118 (La. 06/27/24), 387 So. 3d 547. Nothing in *Broome* transforms a "platform" (whatever that term means) into a legally enforceable obligation requiring any municipalities to fund the District Attorney. Once again, La. R.S. § 16:6 imposes that obligation solely on the Parish.

The Parish nonetheless suggests that these exhibits somehow create such an obligation, which is completely unsupported. Exhibit C (Jean-Paul Tujague's expert report) reflects only an opinion by a witness in the case, which does not create a legally enforceable obligation on any municipality to fund the District Attorney. Exhibit D (excerpts of Jean-Paul Tujague's deposition testimony) and Exhibit E (excerpts of David Ratcliff's appellate testimony) consist of testimony that is inadmissible hearsay under La. Code Evid. 801(C), and, in any event, do not purport to establish any legally enforceable obligation on municipalities. Exhibit D further reflects improper use of deposition testimony under La. Code Civ. Proc. art. 1450, as the District Attorney was neither a party nor present to participate in *Broome*.

Additionally, Exhibit E is inaccurately described in the Parish's supporting memorandum. It reflects testimony from David Ratcliff, not Jean-Paul Tujague. In this testimony, David Ratcliff (whoever he may be) acknowledged that the legally mandated expenses are those of a parish rather than a municipality. *See* Exhibit E, page 52, lines 19–21. He further confirmed that municipalities generally do not contribute to these constitutional offices because they are not required to do so.

*See id.* at page 52, lines 22–24. Thus, the Parish’s own evidence confirms the absence of any legally enforceable obligation on municipalities to support joinder under Louisiana law.

Even setting aside these deficiencies, the Parish has not satisfied the requirements for joinder under Louisiana law. La. Code Civ. Proc. art. 641 provides that a party shall be joined in an action when:

- (1) In his absence complete relief cannot be accorded among those already parties.
- (2) He claims an interest relating to the subject matter of the action and is so situated that the adjudication of the action in his absence may either:
  - (a) As a practical matter, impair or impede his ability to protect that interest.
  - (b) Leave any of the persons already parties subject to a substantial risk of incurring multiple or inconsistent obligations.

La. Code Civ. Proc. art. 642 provides:

If a person described in Article 641 cannot be made a party, the court shall determine whether the action should proceed among the parties before it, or should be dismissed. The factors to be considered by the court include:

- (1) To what extent a judgment rendered in the person’s absence might be prejudicial to him or those already present.
- (2) The extent to which the prejudice can be lessened or avoided by protective provisions in the judgment, by the shaping of relief, or by other measures.
- (3) Whether a judgment rendered in the person’s absence will be adequate.
- (4) Whether the plaintiff will have an adequate remedy if the action is dismissed for nonjoinder.

The Parish has failed to demonstrate that complete relief cannot be granted in the absence of joining the municipalities of East Baton Rouge Parish. This action is brought by the District Attorney under La. R.S. § 16:6 and seeks relief solely from the Parish. Complete relief can be afforded among the existing parties. No municipality is alleged to owe any legal obligation to the District Attorney, and no relief is sought against any municipality in the Petition.

The Parish’s position rests almost entirely on policy preferences masquerading as legal argument. The Parish asserts that “all cities in the parish receive services from Moore and should, therefore, [be] responsible for proportionately funding his office.” Memorandum in Support of Exceptions, p. 15. But this case is not about what the Parish *believes* should occur as a matter of policy or perceived fairness, it is about what the law actually requires. And the governing law is

clear. La. R.S. § 16:6 imposes a mandatory obligation on the Parish, and only the Parish. The statute contains no language suggesting, implying, or authorizing contributions from municipalities.

The Parish's reliance on consolidated government structures and revenues does not alter this analysis. The District Attorney did not create the consolidated government or its resulting revenue framework; rather, that structure arose from the voluntary consolidation of the City of Baton Rouge and the Parish following voter approval. Whatever internal budgetary arrangements exist as a result of that consolidation are matters of local governance. They do not create legally enforceable obligations for municipalities. The District Attorney's statutory right to funding runs exclusively against the Parish.

Additionally, the Parish's argument that it is "logically inconsistent" for only the City of Baton Rouge to bear the funding burden is beside the point. Logical consistency or perceived fairness does not give rise to a legally enforceable obligation. This argument is purely policy-driven and is not based on any statutory or jurisprudential authority. As such, it cannot support joinder of the municipalities.

The Parish similarly contends that municipalities are necessary parties because they will be "impacted by cuts in other parish-wide services necessitated by the District Attorney's budget demand." *Id.* at p. 16. This vague allegation, with no actual support, merely states the obvious: that all parties and entities in the Parish have some interest in seeing that public entities and services are properly funded. But this generalized interest does not render those entities necessary parties under the Code of Civil Procedure. If that were true, then virtually every citizen within the Parish could be deemed a necessary party to this litigation, an outcome that clearly contravenes both logic and the purpose of joinder.

Ultimately, the Parish's arguments confirm the absence of any legal basis for joinder. Its position is grounded in policy considerations and assertions of fairness—arguments the District Attorney, as a neutral officer, does not and cannot advance. The District Attorney seeks only to fulfill the duties of his office in accordance with governing law, which places the funding obligation on the Parish only. Joinder of these municipalities is neither required nor appropriate.

There is also no risk of prejudice or multiple or inconsistent obligations. A judgment rendered in the absence of any municipality would not impair any legally protected interest of any municipality, as municipalities have no legal obligation and no legal right at issue here. The Parish's suggestion to the contrary improperly conflates a nonjoinder exception with a potential third-party demand. To the extent the Parish believes that municipalities bear some imagined legal obligation, its remedy might be in asserting a third-party demand under La. Code of Civ. Proc. arts. 1111– 1116, not in seeking mandatory joinder of the East Baton Rouge municipalities. That decision lies with the Parish, and it does not convert municipalities into required parties under Articles 641 and 642. The Parish could have tried to bring the municipalities into this case, but they did not because they clearly recognized they have no legal claim to require these municipalities to contribute to a Parish obligation. Nevertheless, the Parish is trying, without any legal authority whatsoever, to require the District Attorney to bring these municipalities into this litigation.

Accordingly, the Parish has failed to establish that any municipality is a required party under Article 641 or 642, and its peremptory exception of nonjoinder should be overruled.

### **CONCLUSION**

The Parish's exceptions attempt to recast a narrow and straightforward statutory mandate into a policy or political debate about what the law *should* be. But that is not the question before this Court, and these issues are best directed to the legislature, the local governing bodies, or the voters. The Legislature has already spoken through La. R.S. § 16:6, and the Louisiana Supreme Court has already interpreted that statute in *Reed*. If the Parish believes the statute is in need of revision, its remedy lies with the Legislature. At this stage, the only issue is whether the Petition states a valid cause of action under existing law. It plainly does. The Parish's evidentiary submissions are improper, its procedural objections misdirected, and its nonjoinder arguments unsupported by any legal authority. The Parish cannot avoid or ignore its statutory obligation by reframing merits arguments as procedural defects. The Parish has not identified any statutory or jurisprudential basis for requiring municipalities to fund the District Attorney or for joining them as necessary parties. Its arguments rest entirely on policy considerations and speculative impacts, which are insufficient and do not create a legally enforceable obligation on municipalities.

For these reasons, and for those set forth throughout this memorandum, the District Attorney respectfully requests that the Court overrule the Parish's Peremptory Exception of No Cause of Action, Dilatory Exception of Unauthorized Use of Summary Proceedings, and Peremptory Exception of Nonjoinder in their entirety.

Dated: June 3, 2026

Respectfully Submitted,

---

**James C. Percy (La. Bar Roll No. 10413)**  
**Lauren Foshee Morrison (La. Bar Roll No. 40775)**  
**Camille R. Webre (La. Bar Roll No. 41452)**  
**Jones Walker LLP**  
445 North Blvd., Suite 800  
Baton Rouge, LA 70802  
Telephone: (225) 248-2048  
Facsimile: (225) 248-3048  
Email: [jpercy@joneswalker.com](mailto:jpercy@joneswalker.com)  
[lmorrison@joneswalker.com](mailto:lmorrison@joneswalker.com)  
[cwebre@joneswalker.com](mailto:cwebre@joneswalker.com)

*Counsel for Plaintiff, Hillar C. Moore, III, in his  
official capacity as District Attorney for East Baton  
Rouge Parish*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 3rd day of June, 2026, a copy of the foregoing was served upon all known counsel of record in this matter via email.

---

James C. Percy

NINETEENTH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

HILLAR C. MOORE, III, IN HIS  
OFFICIAL CAPACITY AS DISTRICT  
ATTORNEY FOR EAST BATON ROUGE  
PARISH

\* NUMBER: C-777371

\*

\* DIVISION: "23"

\*

\*

\*

V.

EAST BATON ROUGE PARISH  
GOVERNMENT, by and through the  
PARISH OF EAST BATON ROUGE  
METROPOLITAN COUNCIL  
MEMBERS, IN THEIR OFFICIAL  
CAPACITIES, AND EMILE "SID"  
EDWARDS, IN HIS OFFICIAL  
CAPACITY AS MAYOR-PRESIDENT OF  
EAST BATON ROUGE

REPLY BRIEF IN SUPPORT OF EXCEPTIONS AND IN OPPOSITION TO REQUEST  
FOR MANDAMUS

MAY IT PLEASE THE COURT:

The sole authority relied on by the District Attorney is the small-dollar case of *Reed v. Washington Police Jury*, 518 So.2d 1044 (La. 1988), a superficial opinion rendered by the Louisiana Supreme Court in 1988. But the body of jurisprudence governing the standards applicable to mandamus proceedings has evolved in the forty years since *Reed* was decided. Indeed, as discussed below, *Reed* was either overruled or rendered inapplicable to the facts of this case by the Louisiana Supreme Court's much more recent decision in *Pineville City Court v. City of Pineville*, 2022-00336 (La. 1/27/23), 355 So.3d 600.

**A. Reed Is No Longer Good Law.**

On At least ten occasions since *Reed* was decided, the Louisiana Supreme Court has rendered opinions limiting mandamus actions to matters involving no discretion, as discussed below. More recently, the Supreme Court confirmed that there is no cause of action for mandamus to compel a governmental body to pay more than the statutory minimum for salaries and that the failure to allege payment below the statutory minimum results in a failure to state a cause of action. The District Attorney makes no allegation that the funding made available is less than the minimum required by statute – rather, the District Attorney seeks a mandamus to compel the

funding of “competitive salaries.” Petition, para. 26. He fails to state a cause of action to do so under the Louisiana Supreme Court’s recent holding in *Pineville City Court v. City of Pineville*, 2022-00336 (La. 1/27/23), 355 So.3d 600.

In *Pineville City Court v. City of Pineville*, the City of Pineville fully funded the Pineville City Court. *Id.* at 602. The court would then reimburse the city, apparently from the collection of filing fees, 40% of the expenses paid by the city. The court advised the city that it would no longer reimburse the city. In response, the city advised the court that it “would reduce payments of the clerks’ salaries by forty-percent, cease providing payroll and human resource services, pay only sixty-percent of the clerks’ retirement contributions, and discontinue the clerks’ participation in the city’s Blue Cross health plan.” *Id.* Just as the District Attorney does here, the Pineville City Court sued for a writ of mandamus and alleged that the amounts in question “were reasonable and necessary for its operation” *Id.* But, like here, “there was no allegation that Pineville was funding City Court at amounts below the required minimum set forth in the revised statutes.” *Id.* at 602-03.

The case involved the interpretation of La. R.S. 13:1888, a funding statute setting minimum salaries of \$150-\$250 per month, a very similar statutory structure to the mandatory requirements for funding the salaries of district attorneys found in Title 16. The Louisiana Supreme Court found that no cause of action for mandamus existed. Although La. R.S. 13:1888 set a minimum salary depending on population size, the Court found that there existed no mandatory obligation to pay anything above that amount:

[t]he statute does not expressly provide any compulsory language for payments exceeding the statutory minimum, nor does it clearly define any amounts exceeding the minimums for which the governing authorities are mandated responsibility.

*Id.* at 605.

Based on the statutory language, the Louisiana Supreme Court found that, although “the minimum salaries for the clerk and deputy clerks are clearly mandated . . . any amounts above the minimums are not statutorily specified.” *Id.* Accordingly, the Supreme Court found that the Pineville City Court could not state a cause of action for issuance of a writ of mandamus “[s]ince a critical element necessary for the issuance of a writ of mandamus is that the public official to whom the writ is directed may exercise no element of discretion when complying with a statute .

. .” *Id.* at 606. Distinguishing between the mandatory minimum and discretionary higher amounts, the Supreme Court noted that “Court could properly seek a mandamus to fund the statutory minimum, [but] it has not pleaded, nor do the facts show, that Pineville is funding below the statutory minimum.” *Id.* at 608.

*Pineville City Court* is directly on point.<sup>1</sup> There are statutory minimums that the Parish is required to pay to the District Attorney. While here the District Attorney claims he is entitled to more money for the operations of his office, he has not alleged that the Parish failed to pay the specific statutory minimums discussed below. Instead, he alleges that he is entitled to \$22.6 million dollars because, in his discretion it is reasonable and necessary for the operation of his office under the general provisions of La. R.S. 16:6. Based on the Petition, the purpose of this action is to compel the Parish to pay *more* than the statutory minimums, as the District Attorney alleges that “[n]umerous employees of the Office of the District Attorney have left and will continue to leave the office because the office cannot pay competitive salaries and benefits. . .” Petition, para. 26. Under *Pineville City Court*, the fact that the salary minimums are not competitive is insufficient to create a cause of action for mandamus, particularly where the District Attorney did not allege that the Parish failed to fund the minimum salary requirements.

**B. The District Attorney Has Not Alleged A Failure To Fund Statutorily Mandated Salaries.**

While the statutory framework for the funding of the offices of district attorneys is inconsistent and confusing in many respects, it is quite detailed insofar as to the mandatory funding requirements for the District Attorney. It mandates certain minimum salaries for the district attorney and assistant district attorneys, but grants the Parish, not the District Attorney, the discretion and ability to choose to fund salaries higher than the minimum. Notwithstanding the fact that the City/Parish has historically contributed more than the minimum salaries required by statutory law, the District Attorney brought this action to obtain funding for what he contends are

---

<sup>1</sup> The *Reed* case is not mentioned in the Louisiana Supreme Court’s much more recent *Pineville City Court* decision. It is possible that there is no conflict between the two, though it is difficult to ascertain given the dearth of factual detail in *Reed*. In the event that the *Reed* case involved statutory minimums, then there would be no conflict between the two decisions. In the event it involved amounts more than the statutory minimum, then *Reed* has been overruled by *Pineville City Court*.

market-value salaries, rather than statutorily set salaries. The element of discretion in setting compensation for assistant district attorneys, investigators, and other employees is, however, fatal to the District Attorney's claims.

La. R.S. 16:421 provides that the district attorney for the Nineteenth Judicial District shall receive from the "governing authority of the parish of East Baton Rouge . . . an annual salary of not less than eleven thousand seven hundred fifty dollars. . ." La. R.S. 16:422 mandates that the "governing authority" "at the same time it prepares its general budget of expenses, budget an amount sufficient to pay the salary fixed in R.S. 16:421." Accordingly, the Parish is required to budget \$11,750 for the District Attorney's salary.

Pursuant to La. R.S. 16:52, assistant district attorneys "shall receive as compensation for their services, in addition to the annual salary paid by the state . . . an annual salary as fixed by existing statutes and paid by the governing authority of the parish or parishes composing the judicial district."

The minimum salaries for ADAs in the 19th Judicial District are set by La. R.S. 16:425, which provides:

**The governing authority of the parish . . . is hereby authorized to fix and establish the annual salaries to be received by and paid to the assistant district attorneys for the [19th] Judicial District out of parish funds, within the minimum and maximum salary ranges provided in R.S. 16:424, and when so fixed and established, the said governing authority shall annually budget an amount sufficient to pay said salaries.**

La. R.S. 16:425.

As referenced in Section 425, La. R.S. 16:424 sets minimum salaries for assistant district attorneys that range from \$6,600 to \$8,400 and provides that the salary shall not be "more than such sum as may be established from time to time by the governing authority of the parish of East Baton Rouge."

And though La. R.S. 16:53 does empower the District Attorney to "appoint additional assistant district attorneys . . ." it also conditions funding for such salaries on "the **approval of the governing authorities affected . . .**" La. R.S. 16:53 (emphasis added). La. R.S. 16:425 relatedly provides that the "**governing authority of the parish . . . is hereby authorized to fix and establish the annual salaries to be received by and paid to the assistant district attorneys . .**"

.out of parish funds, within the minimum and maximum salary ranges provided in R.S. 16:424, and when so fixed and established, the said governing authority shall annually budget **an amount sufficient to pay said salaries.**”

Likewise, investigators for the District Attorney “shall receive an annual salary payable by the state, of six thousand dollars.” La. R.S. 16:13. Section 13 further provides that the “governing authorities of the parish . . . comprising any judicial district *may* provide and pay an additional compensation to these investigators.”

In sum, the statutory framework (1) establishes minimum salaries for certain employees (*see* La. R.S. 16:421 and 424); (2) establishes a number of assistant district attorneys that the Parish must fund (*see* La. R.S. 16:51); (3) requires the Parish to budget sufficient funds for such minimum payments (*see* La. R.S. 16:422 and 425); but (4) grants the Parish the sole discretion to provide additional funding for higher salaries or additional employees. Here, it is not alleged, nor is there any dispute that the funding provided to the District Attorney exceeds the statutory minimums; this suit is about funding “competitive salaries” in excess of the statutory minimums, which is a matter of discretion that is not appropriate for a mandamus.

The “meaning of a law must first be sought in the language employed. If that is plain, it is the duty of the courts to enforce the law as written.” *Samuels v. Goodwin*, 950 So.2d 736, 739, 2005-2131 (La. App. 1 Cir. 6002); *see also, David v. Out Lady of the Lake Hosp., Inc.*, 02-2675 (La. 7/2/03), 849 So.2d 38, 46. The “[w]ords of a law must be given their generally prevailing meaning.” *Samuels, supra*. And “[w]hen the wording of a revised statute is clear and unambiguous, the letter of it shall not be disregarded under the pretext of pursuing its spirit. La. R.S. 1:4. Rather the law must be applied as written, and no further interpretation can be made in search of the intent of the legislature.” *Id.*

In this case, the spirit and text of the law are harmonized. The statutory framework of Title 16 *requires* the Parish to fund (i) the District Attorney’s salary in the amount of \$11,750; and (2) assistant district attorney salaries in the amounts ranging from \$6,600 to \$8,400. In total, that is

roughly \$473,750.<sup>2</sup> Here, the City/Parish admittedly provides funding in excess of \$7 million. Any additional funding for these positions or any request to add more funding to pay additional assistant district attorneys is discretionary on the part of the Parish.

**C. Because there is no Allegation that the Parish Failed to appropriate the Minimum Statutory Funds Under Title 16, the District Attorney Fails to State a Cause of Action.**

The District Attorney has not alleged that the Parish failed to fund the minimum statutory salaries. Indeed, the District Attorney admitted that his office received funding in excess of \$7 million. Because the payment of compensation higher than the statutory minimum involves an element of discretion, mandamus does not lie. More recent Supreme Court jurisprudence establishes that *any* element of discretion whatsoever is fatal to mandamus. *See: e.g. Hoag v. State*, 2004-0857 (La. 12/1/04), 889 So. 2d 1019 (“by filing for mandamus, plaintiffs fail to recognize the critical element necessary for the issuance of mandamus, namely, that the public official to whom the writ is directed may exercise no element of discretion when complying”); *Pineville City Court v. City of Pineville*, 2022-00336 (La. 1/27/23), 355 So. 3d 600 (holding that a mandamus action was improper because it was abundantly clear that Pineville was funding City Court above the minimum set out by the Legislature, and the statutory language at issue, coupled with the nature of the demand by City Court, left discretionary elements to governing authorities); *Lowther v. Town of Bastrop*, 2020-01231 (La. 5/13/21), 320 So. 3d 369 (“if a public officer is vested with any element of discretion, mandamus will not lie”); *Crooks v. State Through Dep't of Nat. Res.*, 2022-00625 (La. 1/1/23), 359 So. 3d 448 (“the critical element necessary for the issuance of a writ of mandamus is that a public officer is not vested with any element of discretion”); *Watson Mem'l Spiritual Temple of Christ v. Korban*, 2024-00055 (La. 6/28/24), 387 So. 3d 499, *reh'g denied*, 2024-00055 (La. 8/2/24), 390 So. 3d 277, *and cert. denied*, 145 S. Ct. 1169; 221 L.Ed.2d 251 (2025) (“if discretion exists, mandamus will not lie”); *Jazz Casino Co., L.L.C. v. Bridges*, 2016-1663 (La. 5/3/17), 223 So. 3d 488 (“if a public officer is vested with any element of discretion, mandamus will not lie”); *Newman Marchive P'ship, Inc. v. City of*

---

<sup>2</sup> This amount is determined by (i) multiplying the highest minimum of Parish salary contribution (\$8,400) set forth in La. R.S. 16:424 by 55, the statutory number of ADAs for the 19th Judicial District currently in effect under La. R.S. 16:51; and (ii) adding the District Attorney's required compensation from the Parish. In reality, the sum would be less, because the \$8,400 minimum compensation is required only for the 1<sup>st</sup> Assistant District Attorney.

*Shreveport*, 2007-1890 (La. 4/8/08), 979 So. 2d 1262 (“mandamus will only issue where the action sought to be compelled is ministerial in nature, i.e., where it contains no element of discretion”); *Texas Brine Co., LLC v. Naquin*, 2019-1503 (La. 1/31/20), 340 So. 3d 720 (“if a public officer is vested with any element of discretion, mandamus will not lie”); *Felix v. St. Paul Fire & Marine Ins. Co.*, 477 So. 2d 676 (La.1985) (“it is well settled that mandamus will lie to compel performance of prescribed duties that are purely ministerial and in which no element of discretion is left to the public officer”); *Aberta, Inc. v. Atkins*, 2012-0061 (La. 5/25/12); 89 So.3d 1161 (“this Court has explained that ‘mandamus will only issue where the action sought to be compelled is ministerial in nature, i.e., where it contains no element of discretion’”). The Louisiana Supreme Court instructs that in determining whether a writ of mandamus to compel the performance of an official duty should issue, “nothing can be inquired into but the question of duty on the face of the statute and the ministerial character of the duty the official is charged to perform.” *Texas Brine Co, LLC v. Naquin*, 2019-1503 (La. 1/31/20), 340 So.3d 720, 726.

**D. La. R.S. 16:6 is a General Statutory Directive Subject to Discretion, Not A Specific Statutory Directive Giving Rise to Mandamus.**

The District Attorney attempts to distinguish *Jefferson v. Ouachita Parish Police Jury*, 59,096 (La. App. 2 Cir. 12/18/24), 402 So.3d 1232 by arguing that the Parish “conspicuously omit[ted] the limiting principle that immediately governs this case: the Jefferson court itself recognized that local governing authority exercises discretion only ‘where no specific statutory directive applies to making budgetary decisions.’” Opposition, p. 5.<sup>3</sup> The District Attorney thus argues that the distinction between the instant case and *Jefferson* is that La. R.S. 16:6 contains a “specific statutory directive [applicable] to making budgetary decisions,” while the statutes cited in *Jefferson* do not. Actually reviewing the statutes at play in both *Jefferson* and *Reed* shows the District Attorney is wrong.

---

<sup>3</sup> It warrants mention that neither *Reed* nor La. R.S. 16:6 involve budgeting process or a mandamus for a budget appropriation. La. R.S. 16:6 requires *reimbursement* – not budgeting. And *Reed* involves a request for a *reimbursement*. Not for an initial budget appropriation.

The plaintiff in *Jefferson* cited La. R.S. 33:4713 and La. R.S. 13:961 in support of the argument that mandamus was appropriate. La. R.S. 33:4713 requires parishes to “provide and bear the expense of a suitable building and requisite furniture for the sitting of the district and circuit courts and such offices, furniture, and equipment as may be needed by the clerks . . . for the proper conduct of their offices. . .” La. R.S. 13:961 establishes that district courts can appoint court reporters who “shall receive a monthly salary to be fixed and determined by the judge making the appointment . . . [and paid] out of the general fund of the parish . . . comprising the judicial district.”

By comparison, La. R.S. 16:6 states that the district attorneys are:

entitled to an expense allowance for salaries of stenographers, clerks and secretaries, and salaries or charges for special officers, investigators and other employees and an expense allowance for stationary forms, telephone, transportation, travel, postage, hotel and other expenses incurred in the discharge of their official duties.

La. R.S. 16:6.

All three statutes delineate categories of expenses payable by parish governing bodies. None of the statutes create a *specific* monetary obligation by establishing a determined or determinable figure. The District Attorney’s effort to distinguish *Jefferson* is fruitless. There is no merit to the argument that La. R.S. 16:6 is a “specific statutory directive” while La. R.S. 33:4713 and La. R.S. 13:061 are not. As recognized by the *Jefferson* court when it rejected the argument that mandamus could require the police jury to “provide for the necessary and reasonable expenses for the effective and efficient operation” of the court, budgetary decisions to determine the amounts needed to fund operations necessarily involve discretion. *Jefferson*, 402 So.3d at 1236. The law does not permit the District Attorney to employ mandamus to hale the Parish to court for a summary proceeding every time he disagrees with a budgetary decision. Finding otherwise would lead to a deluge of litigation and unduly interfere with the legislative process and the police powers of the City/Parish.

**E. Even If Not Overruled, *Reed* Is Not Applicable This Case.**

*Reed* is factually and legally distinct from the case at hand. In *Reed*, the parish appropriated approximately \$40,000 for the district attorney who then sued the parish for reimbursement of the \$100,000 that he spent operating his office above and beyond his appropriation. The district attorney in *Reed* had funded this amount through other sources. The issue in *Reed* was

reimbursement of \$100,000 under La. R.S. 16:6, not a suit seeking a judicial command to budget \$22.6 million. That alone makes *Reed* distinguishable from the case at hand.

In this case, the District Attorney has requested more than double the highest amount ever requested from or appropriated by the City/Parish.<sup>4</sup> Not only were the total funds for the operation of the entire office in *Reed* less than the District Attorney's salary alone, but the opinion in *Reed* fails to provide any explanation whatsoever detailing what expenses were or were not funded by the parish. The opinion only discusses the total dollar amount. That makes *Reed* unhelpful as precedent, as there exist both mandatory expenses under Title 16 as well as discretionary expenses. Given that the Supreme Court found mandamus appropriate in *Reed*, the only conclusion that can be drawn is that the governing authority failed to pay or appropriate funds for mandatory minimum salaries or other reasonable discrete expenses listed in La. R.S. 16:6.

Further, the case in *Reed* involved a claim for *reimbursement*, not budgeting in the first instance. The distinction matters. La. R.S. 16:6 is entitled "*Reimbursement for expenses.*" It authorizes an "expense allowance" and grants authority to the police jury to "pay from their general fund any of the [enumerated] items of expense] . . ." The statute does not purport to grant the District Attorney the ultimate say-so over the Parish's actual budgeting process; it does not give the District Attorney a blank check.

Critically, "The court ruled the request by Reed was not unreasonable, **and stressed that the police jury did not contend it lacked sufficient funds to pay its statutorily mandated expenses.**" *Reed* at 1045, Emphasis added. Here, particularly after the incorporation of St. George,

---

<sup>4</sup> The Parish requests the Court take judicial notice of the following ordinances: (i) Ordinance No. 14566 (2009 budget wherein the District Attorney requested \$4,068,630 and was budgeted: \$4,098,990); (ii) Ordinance No. 14834 (2010 budget, requested \$4,781,320, budgeted \$4,339,490); (iii) Ordinance No. 15058 (2011 budget, requested \$4,524,210, budgeted \$4,774,210); (iv) Ordinance No. 15236 (2012 budget, requested \$5,354,040 budgeted \$4,944,190); (v) Ordinance No. 15424 (2013 budget, requested \$5,126,880, budgeted \$5,249,810); (vi) Ordinance No. 15627 (2014 budget, requested \$5,442,670, budgeted \$5,350,100); (viii) Ordinance No. 15845 (2015 budget, requested \$5,404,970, budgeted \$5,509,230); (ix) Ordinance No. 16143 (2016 budget, requested \$6,388,910, budgeted \$6,410,910); (x) Ordinance no. 16405 (2017 budget, requested \$6,632,720, budgeted \$6,632,720); (xi) Ordinance No 16717 (2018 budget, requested \$7,032,180, budgeted \$6,672,670); (xii) Ordinance No. 16955 (2019 budget, requested \$7,222,670, budgeted \$6,972,670); (xiii) Ordinance No. 17209 (2020 budget, requested \$7,736,610, budgeted \$7,278,000); (xiv) Ordinance No. 17993 (2021 budget, requested \$7,657,390, budgeted \$7,657,390); (xv) Ordinance No. 18372 (2022 budget, requested \$8,161,660, budgeted \$7,887,680); (xvi) Ordinance No. 18716 (2023 budget, requested \$8,272,780, budgeted \$8,309,910); and (xvii) Ordinance No. 19081 (2024 budget, requested \$8,876,800, budgeted \$8,704,640). All of these ordinances/budgets are available at <https://www.brla.gov/1406/Annual-Operating-Budgets>.

The availability of funding by the Parish (actually the City/Parish) is perhaps the most significant issue in this case. Thus, *Reed* is inapposite.

Lastly, the impetus behind the Louisiana Supreme Court's decision in *Reed* was its reasoning that, "[a]s a practical matter, the legislature could not have intended to require the district attorneys of this state to rely on funds such as the CCF for the primary source of revenues to operate their offices." *Reed*, at 1048. The District Attorney has not alleged that to be the case. Indeed, the majority of the District Attorney's funding *is* provided by the City/Parish.

In addition to being factually and procedurally distinguishable, it is clear, as shown below, that (1) the budget provisions set forth in Title 16 give the City/Parish the discretion to determine salaries above a minimum threshold; and (2) as shown above, *Reed* has been overruled or rendered inapplicable to the facts at hand.

**F. The District Attorney has not Contested his Failure to Join the City of Baton Rouge.**

The District Attorney recognizes in his opposition that the City and Parish remain separate and distinct legal entities, that the City and Parish share a consolidated government, and that the Parish is the only party obligated by statute to fund the District Attorney's office. *See* Opposition, p. 3. As will be more fully developed at the trial of this matter when all parties are joined, ultimately the issue of the source funding for constitutional offices will likely revolve around a judicial interpretation of the meaning of the word "parish" in La. R.S. 16:6 in the unique context of East Baton Rouge Parish which operates under a consolidated form of government approved by the entire parish over 70 years ago. Presently, because of this consolidated form of government, the District Attorney is, in fact, seeking relief against *both* the City and the Parish. The District Attorney admits as much in his allegations about the 2026 *City/Parish* budget process. The City shares a general fund with the Parish, so the District Attorney's outsized budget request necessarily impacts the City. Moreover, in the event the District Attorney is successful, the Parish and the City will have to amend their consolidated budget as there is only one (1) budget. Contrary to his allegations about the 2026 City/Parish budget, the District Attorney now conveniently argues that "no relief is sought against any municipality in the Petition," disregarding the fact that the City of Baton Rouge will necessarily be the funding source of a \$15 million increase to the District Attorney's budget.

**G. The Legal Question of Whether St. George Is Obligated to Fulfill Its Commitments is Res Nova.**

As the parties are aware, certain residents of Baton Rouge contested the incorporation of St. George. The representations made by St. George in that proceeding as well as the City-Parish's Plan of Government at that time both indicate that St. George is a necessary party to this action. In fact, the representations made by St. George in the incorporation litigation confirm what is stated in the preceding paragraph - ultimately the Court will have to decide what the term "parish" means in the context of the unique consolidated form of government that exists here. Perhaps St. George, when brought into the suit, will prevail on its interpretation of "parish;" perhaps it will not. Ultimately, the Court will have to decide this issue; presently, however, it does not. Rather, only after the other municipalities are brought into this case, the facts are fully developed, and the issue is fully briefed will the issue of the meaning of "parish" be ripe for the Court's determination. The only issue presently before the Court is whether the municipalities must be made a party and given the opportunity to state their case. To not order the joinder of the other municipalities in the parish to this suit is tantamount to deciding adversely to the Parish, effectively leaving it to hold the bag for all constitutional offices and unable to fund other essential governmental services.

The District Attorney improperly attempts in his Opposition to the Exceptions to litigate the *merits* of a claim against St. George (and the other municipalities). This is not the time for that. Nonetheless, there is a strong argument to be made, however, that St. George can be held to its prior commitments. Challenges to an incorporation are governed by La. R.S. 33:4, which provides that a challenge shall "set forth the reasons why the incorporation should not be approved, which may include the reason that the incorporation might adversely affect the person or governmental entity." *See* La. R.S. 33:4(B). In considering the challenge, the district court is required to "determine whether there has been full compliance . . . including the accuracy of the statements in the petition." La. R.S. 33:4(D). The Court must "reach a determination as to whether the municipality can in all probability provide the proposed public services within a reasonable period of time and whether the incorporation is reasonable." La. R.S. 33:4(D). Subsection 4(D) also requires court to "consider the possible adverse effects the incorporation may have on other municipalities in the vicinity." La. R.S. 33:4(D).

Accordingly, certain plaintiffs challenged incorporations on the basis that a new city could not be incorporated because the incorporation would be financially devastating to the City/Parish. This has proved to be the case and is, in fact, unlike the Reed, one of the primary reasons that additional funds are not available for the District Attorney.

In the St. George litigation, St. George took the position that Baton Rouge would not suffer adverse effects because St. George would, *inter alia*, continue to financially contribute to constitutional offices such as the District Attorney – i.e. it would proportionately replenish the City/Parish’s general fund budget for the constitutional offices, including the District Attorney, by the amount of sales tax revenue that would be eliminated upon the incorporation. That position is laid out in St. George’s expert reports, testimony, and evidence considered by the trial court, First Circuit, and Louisiana Supreme Court<sup>5</sup>. Ultimately, the Louisiana Supreme Court agreed that St. George should be incorporated, notwithstanding the fact that the City-Parish’s Plan of Government forbids it and the potential adverse impact to Baton Rouge.

But St. George has not fulfilled its promise. Ultimately, it is an open legal question both as to the meaning of the word “parish” and whether funding commitments made during a trial to determine the incorporation of a municipality are binding, particularly where the funding commitment are made for the benefit of another municipality to reduce or offset “adverse effects” of the incorporation. But the law does indicate that St. George may be estopped from refusing to fund the District Attorney’s office.

In *Webb v. Webb*, 2018-0320 (La. 12/15/18), 263 So.3d 321, the Louisiana Supreme Court held that judicial estoppel applied to prevent a litigant from taking inconsistent positions based on situational exigency. The case involved an attorney who forged his wife’s signature on loan documents. *Id.* at 323. In his disciplinary proceeding, the attorney “admitted his misconduct, but represented to [the Supreme Court] that he was taking ‘sole financial responsibility’ and ‘full responsibility’ for the loan.” *Id.* But in his subsequent divorce proceeding, the attorney sought to have the loan declared a community obligation because he took it out to satisfy community debts.

---

<sup>5</sup> The District Attorney’s Opposition incorrectly asserts that the testimony cited by the Parish in its Exceptions is from David Ratcliff. This is not correct. The testimony is from Jean-Paul Tujaque, St. George’s budget expert.

*Id.* The Supreme Court found that, having claimed he would take full responsibility for the loan in his disciplinary proceeding, he was now judicially estopped from changing his position in a divorce proceeding.

The City-Parish set up its Plan of Government in a manner that, facially, prohibited the incorporation of St. George and would keep sales tax revenues within the area now incorporated as St. George within the City-Parish budget. Ultimately, St. George was successful convincing the Supreme Court that if incorporated, it would not financially harm Baton Rouge. But in doing so, St. George committed to the court, including the Louisiana Supreme Court, that it would continue funding the constitutional offices. Accordingly, the District Attorney should be required to join St. George to give it the opportunity to fulfill its stated obligation.

#### **H. The District Attorney Objects to Consideration of his own Budget Requests.**

The Louisiana Supreme Court recently *sua sponte* raised the issue and held that there is no cause of action to retroactively attack the adequacy of a budget in *Caldwell v. City of Shreveport*, 2023-00182 (La. 11/17/23), 374 So.3d 112. Accordingly, the Parish asserted an alternative argument that the District Attorney failed to state a cause of action for the portion of the \$22.6 million that constituted a budget request for Fiscal Year 2025. The Parish attached as Exhibits to its exceptions the budget requests submitted by the District Attorney in 2025 and 2026. Generally, evidence cannot be considered on an exception of no cause of action, unless it is introduced without objection. The Parish had hoped this simple legal issue could be resolved without requiring testimony, but the District Attorney objected to consideration of his own budget requests in a case about his budget.

But there is no evidentiary prohibition on considering such documents on the Exception of Unauthorized Use of a Summary Proceeding. Accordingly, these documents can be properly brought before the Court and will be admitted into evidence in accordance with the rules of evidence. Moreover, as the budgets are adopted by ordinance and have the force of law, the Court may consider the City/Parish budgets even on the exception of no cause of action

#### **I. Conclusion.**

The Court should sustain the *Exception of No Cause of Action* and dismiss this suit with prejudice. *Reed* is the only support that the District Attorney has. That case was decided forty years

ago and at least ten (10) more recent decisions from the Louisiana Supreme Court have either tacitly overruled *Reed* or limited its such that it is not applicable to the facts at hand. Setting a budget involves an act of discretion. Mandamus is not appropriate. If the Court does not dismiss the suit, the Court should nonetheless (1) order the District Attorney to join St. George as a necessary party; and (2) convert this to an ordinary proceeding.

Respectfully submitted,

**TAYLOR, PORTER, BROOKS & PHILLIPS L.L.P.**

By   
Brett P. Furr, Bar # 17572  
William H. Patrick IV, Bar # 38862  
Emily A. Webb, Bar # 41978  
450 Laurel Street, 8th Floor (70801)  
P.O. Box 2471  
Baton Rouge, LA 70821-2471  
Telephone: (225) 387-3221  
Facsimile: (225) 346-8049  
Email: brett.furr@taylorporter.com  
will.patrick@taylorporter.com  
emily.webb@taylorporter.com

*Attorneys for Defendant, East Baton Rouge Parish*

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing was transmitted by electronic mail to counsel for Hillar Moore, III, in his official capacity as District Attorney for East Baton Rouge Parish on the 22<sup>d</sup> day of June, 2026.

So certified in Baton Rouge, Louisiana on this 22<sup>d</sup> day of June, 2026.

  
Brett P. Furr

NINETEENTH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

HILLAR C. MOORE, III, IN HIS  
OFFICIAL CAPACITY AS DISTRICT  
ATTORNEY FOR EAST BATON ROUGE  
PARISH

\* NUMBER: C-777371  
\*  
\* DIVISION: "23"  
\*  
\*  
\*

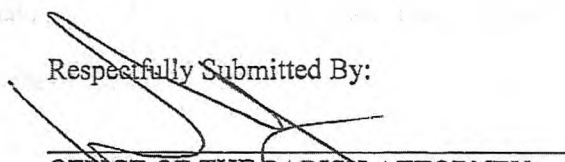
V.

EAST BATON ROUGE PARISH  
GOVERNMENT, by and through the  
PARISH OF EAST BATON ROUGE  
METROPOLITAN COUNCIL  
MEMBERS, IN THEIR OFFICIAL  
CAPACITIES, AND EMILE "SID"  
EDWARDS, IN HIS OFFICIAL  
CAPACITY AS MAYOR-PRESIDENT OF  
EAST BATON ROUGE

DEFENDANTS' PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION AND  
DILATORY EXCEPTION OF UNAUTHORIZED USE OF SUMMARY PROCEEDINGS

NOW INTO COURT, through undersigned counsel come Defendants, in their official capacity as members of the Parish of East Baton Rouge Metropolitan Council, Brandon Noel, Anthony Kenney, Jr., Rowdy Gaudet, Aaron Moak, Daryl Hurst, Cleve Dunn, Jr., Twahna Harris, Denise Amoroso, Dwight Hudson Carolyn Coleman, Laurie Adams, and Jennifer Racca, and Emile "Sid" Edwards, in his official capacity as the Mayor-President of East Baton Rouge, who respectfully adopt and incorporate by reference the *Peremptory Exception of No Cause of Action* and *Dilatory Exception of Unauthorized Use of Summary Proceedings* filed by Defendant, the Parish of East Baton Rouge, including all factual allegations, legal arguments, memoranda, exhibits, and authorities cited therein, as if copied herein in extenso. Defendants specifically assert those Exceptions on their behalf and pray that the Court grant the relief requested therein in favor of Defendants.

Respectfully Submitted By:

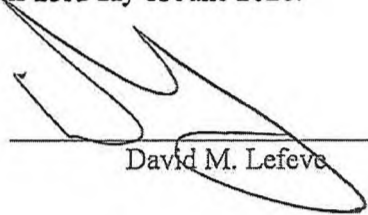
  
OFFICE OF THE PARISH ATTORNEY  
David M. Lefevre  
Director of Litigation & Risk Management  
222 St. Louis Street, 9th Floor  
Baton Rouge, LA 70802  
Telephone: 225-389-3114  
Facsimile: 225-389-8736  
Email: dlefeve@brla.gov  
Counsel for Defendants

APPENDIX  
E

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing was transmitted by electronic mail to counsel for Hillar Moore, III, in his official capacity as District Attorney for East Baton Rouge Parish and Counsel for the Parish of East Baton Rouge.

So certified in Baton Rouge, Louisiana on this 23rd day of June 2026.

  
\_\_\_\_\_  
David M. Lefevre

**CERTIFICATE OF SERVICE**

The foregoing was transmitted by electronic mail to counsel for Hillar Moore, III, in his official capacity as District Attorney for East Baton Rouge Parish and Counsel for the Parish of East Baton Rouge.  
So certified in Baton Rouge, Louisiana on this 23rd day of June 2026.

NINETEENTH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

HILLAR C. MOORE, III, IN HIS  
OFFICIAL CAPACITY AS DISTRICT  
ATTORNEY FOR EAST BATON ROUGE  
PARISH

\* NUMBER: C-777371  
\*  
\* DIVISION: "23"  
\*  
\*  
\*

V.

EAST BATON ROUGE PARISH  
GOVERNMENT, by and through the  
PARISH OF EAST BATON ROUGE  
METROPOLITAN COUNCIL  
MEMBERS, IN THEIR OFFICIAL  
CAPACITIES, AND EMILE "SID"  
EDWARDS, IN HIS OFFICIAL  
CAPACITY AS MAYOR-PRESIDENT OF  
EAST BATON ROUGE

ORDER

CONSIDERING the foregoing:

IT IS ORDERED that the *Peremptory Exception of No Cause of Action* and *Dilatory Exception of Unauthorized Use of Summary Proceedings* filed by Defendants, the Parish of East Baton Rouge, including all factual allegations, legal arguments, memoranda, exhibits, and authorities cited therein, as if copied herein in extenso, be herein adopted, by the Defendants, in their official capacity as members of the Parish of East Baton Rouge Metropolitan Council, Brandon Noel, Anthony Kenney, Jr., Rowdy Gaudet, Aaron Moak, Daryl Hurst, Cleve Dunn, Jr., Twahna Harris, Denise Amoroso, Dwight Hudson Carolyn Coleman, Laurie Adams, and Jennifer Racca, and Emile "Sid" Edwards, in his official capacity as the Mayor-President of East Baton Rouge.

BATON ROUGE, LOUISIANA, this \_\_\_\_ day of June, 2026.

\_\_\_\_\_  
JUDGE  
19<sup>th</sup> JUDICIAL DISTRICT COURT

NINETEENTH JUDICIAL DISTRICT COURT  
PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA  
CIVIL SECTION 23

\*\*\*\*\*

HILLAR C. MOORE, III, IN HIS OFFICIAL CAPACITY  
AS DISTRICT ATTORNEY FOR EAST BATON ROUGE PARISH  
VERSUS  
EAST BATON ROUGE PARISH GOVERNMENT, ET AL

C-706205

\*\*\*\*\*

EXCERPT OF COURT PROCEEDING  
COURT'S RULING ON PEREMPTORY EXCEPTION OF NONJOINDER  
WEDNESDAY, JUNE 24, 2026  
THE HONORABLE TARVALD A. SMITH, JUDGE PRESIDING

REPORTED AND TRANSCRIBED BY:  
DANA M. HENRY, C.C.R.  
OFFICIAL COURT REPORTER  
IN AND FOR THE PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA

---

*19th Judicial District Court*

---

300 North Blvd., Ste. 9101, Baton Rouge, LA 70801

APPENDIX  
**F**

APPEARANCE PAGE

APPEARANCES:

REPRESENTING THE PLAINTIFF: HILLAR C. MOORE, III,  
IN HIS OFFICIAL CAPACITY AS DISTRICT ATTORNEY FOR EAST BATON  
ROUGE PARISH

JAMES C. PERCY, ESQ.  
LAUREN F. MORRISON, ESQ.  
JONES WALKER, LLP

REPRESENTING THE DEFENDANT: EAST BATON ROUGE PARISH

BRETT FURR, ESQ.  
MICHAEL SCHILLAGE, ESQ.  
TAYLOR, PORTER, BROOKS & PHILLIPS, LLP

REPRESENTING THE DEFENDANT: PARISH OF EAST BATON ROUGE  
METROPOLITAN COUNCIL AND EMILE "SID" EDWARDS, IN HIS OFFICIAL  
CAPACITY AS MAYOR-PRESIDENT OF EAST BATON ROUGE  
DAVID M. LEFEVE, ESQ.  
WILLIAM PATRICK, ESQ.  
OFFICE OF THE PARISH ATTORNEY

---

---

*19th Judicial District Court*

---

---

300 North Blvd., Ste. 9101, Baton Rouge, LA 70801

I N D E X

	PAGE NO.
RULING OF THE COURT -----	4
REPORTER'S PAGE -----	10
CERTIFICATE PAGE -----	11

---

---

*19th Judicial District Court*

---

---

300 North Blvd., Ste. 9101, Baton Rouge, LA 70801



1 ARGUMENT, I AM GOING TO GRANT THE MOTION FOR  
2 NONJOINER OF PARTIES. THE COURT IS GOING TO ORDER  
3 THAT THE CITY OF ZACHARY, THE CITY OF BAKER, THE  
4 CITY OF CENTRAL, AND THE CITY OF ST. GEORGE BE MADE  
5 PARTIES TO THIS LITIGATION, AS THEY ARE CITED --  
6 CITED IN THE PARISH OF EAST BATON ROUGE AND ARE  
7 CONTRIBUTING TO THE OVERALL FINANCIAL STABILITY OF  
8 THE PARISH AND THAT CONSTITUTIONAL OFFICES -- THEY  
9 ARE RECEIVING A BENEFIT FROM THE CONSTITUTIONAL  
10 OFFICES THAT THE PARISH IS OBLIGATED UNDER THE LAW  
11 TO FUND.

12 I'M GOING TO ORDER THAT A JUDGMENT BE  
13 CIRCULATED AND SIGNED BY THE PARTIES AND SERVED ON  
14 THE GOVERNMENTAL ENTITIES OF SAID CITIES.

15 MR. FURR: ONE CLARIFICATION, YOUR HONOR. I  
16 THINK, BY YOUR LOGIC, THE CITY OF -- THE CITY OF  
17 BATON ROUGE WOULD BE --

18 THE COURT: THE CITY OF BATON ROUGE -- WELL,  
19 YEAH, THE CITY -- YEAH, I'M GOING TO ALSO ORDER THAT  
20 THE CITY OF BATON ROUGE BE MADE A PARTY AS WELL AS  
21 THEY ARE A, QUOTE, SEPARATE ENTITY OUTSIDE OF THE  
22 PARISH, EVEN THOUGH IT'S THE CITY PARISH OF EAST  
23 BATON ROUGE. THANK YOU, MR. FURR, FOR THAT  
24 CORRECTION.

25 MR. PERCY: JUST A QUICK CLARIFICATION, YOUR  
26 HONOR.

27 THE COURT: YES.

28 MR. PERCY: THE COURT SAID THAT THE PARISH  
29 SHOULD HAVE THE OPPORTUNITY TO ASSERT THEIR CLAIMS  
30 AGAINST THE CITIES FOR THE BENEFITS THE CITIES  
31 RECEIVE AND FOR WHICH THEY ARE APPARENTLY NOT PAYING  
32 ANYTHING.

1                   **THE COURT:** CORRECT.

2                   **MR. PERCY:** MAY I CONCLUDE FROM THAT THAT THE  
3 CITY PARISH OR THAT THE PARISH WILL BE BRINGING THEM  
4 IN TO ASSERT THEIR CLAIMS IN THAT REGARD?

5                   **MR. FURR:** YOUR HONOR, OUR EXCEPTION WAS AN  
6 EXCEPTION OF NONJOINER. JOINER IS SOMETHING THE  
7 PLAINTIFFS DO.

8                   **THE COURT:** THE PLAINTIFF WOULD HAVE TO JOIN  
9 THEM, BUT I AM ORDERING THAT THEY BE JOINED TO THIS  
10 LITIGATION, GIVEN THE CIRCUMSTANCES. THE MOVER OF  
11 THIS MOTION IS NOT THE ONE TO BRING THE PARTIES IN.  
12 NOW, THEY COULD ALWAYS THIRD-PARTY THEM, BUT I'M NOT  
13 ORDERING THAT.

14                   THERE'S NO -- THEY CAN DECIDE WHO -- THEY CAN  
15 THIRD-PARTY ANY ENTITY. THEY COULD THIRD-PARTY A  
16 POLICE JUROR OUT THERE IN PRIDE.

17                   **MR. PERCY:** AND THE ONLY REASON I ASK, AND WE  
18 DISCUSSED THIS IN CHAMBERS AS WELL, IS WE ARE NOT  
19 BRINGING CLAIMS AGAINST THESE PEOPLE. AND THE  
20 COURT'S RULING CLEARLY INDICATED THAT SO THAT THE  
21 PARISH WOULD HAVE THE OPPORTUNITY TO ASSERT THEIR  
22 CLAIMS. AND THAT'S MY -- THAT'S MY PROBLEM. AND I  
23 KNOW THE COURT UNDERSTANDS THAT.

24                   **THE COURT:** I -- I DEFINITELY UNDERSTAND THAT.  
25 I AM ORDERING THEM TO BE MADE PART OF THIS  
26 LITIGATION.

27                   **MR. PERCY:** OKAY. HOW ABOUT, YOUR HONOR, AND  
28 BECAUSE I WANT TO MAKE SURE THAT WE DO THIS WITH THE  
29 BLESSING OF THE COURT. HOW ABOUT WE -- WHATEVER WE  
30 FILE, WE WILL FILE SOMETHING AND WE WILL SAY THAT  
31 THEY ARE BEING JOINED PURSUANT TO THE ORDER OF THE  
32 COURT --

---

*19th Judicial District Court*

---

300 North Blvd., Ste. 9101, Baton Rouge, LA 70801

1 THE COURT: MM-HMM.

2 MR. PERCY: -- TO ASSERT WHATEVER CLAIMS OR  
3 DEFENSES THEY MAY HAVE TO ANY CLAIMS BROUGHT AGAINST  
4 THEM IN THIS LITIGATION.

5 THE COURT: AND I'M ALMOST ABOUT TO DISAGREE  
6 WITH YOU, COUNSEL, BECAUSE YOUR CLIENT IS THE PARTY  
7 THAT IS SEEKING FUNDING. AND TO THE EXTENT THAT  
8 THESE CITIES ARE NEGATIVELY AFFECTING HIS FUNDING,  
9 HE MAY NEED TO BE THE ONE TO BRING THEM IN.

10 MR. PERCY: AGAIN, I WILL FILE SOMETHING TO  
11 BRING THEM IN, BUT IN GOOD FAITH, YOUR HONOR, I  
12 CAN'T ASSERT CLAIMS AGAINST THEM THAT WE DO NOT  
13 BELIEVE LEGALLY EXIST. AND SO I WILL BRING THEM IN  
14 TO ASSERT WHATEVER CLAIMS AND DEFENSES THEY MIGHT  
15 HAVE TO THIS LITIGATION AS THIS LITIGATION PROCEEDS.

16 THE COURT: YEAH. I'M SURE THEY WILL FILE  
17 EXCEPTIONS AND WE'LL ALL BE BACK HERE AND WE'LL HAVE  
18 THESE ARGUMENTS GOING FORWARD, BUT --

19 MR. PERCY: I JUST WANTED, IN GOOD FAITH, TO  
20 LET THE COURT KNOW.

21 THE COURT: RIGHT. BUT BRINGING THEM IN,  
22 BECAUSE THIS MATTER HAS BEEN PASSED SEVERAL TIMES,  
23 IT COULD FORCE YOU ALL TO THE NEGOTIATION TABLE.  
24 AND IF THERE IS SOME SETTLEMENT OR SOME AGREEMENT  
25 THAT MAY HAVE BEEN DISCUSSED IN A LAWSUIT THAT IS  
26 NOT BEING MET, OR OTHER CITIES WHO HAVE GROWN SINCE  
27 THE CONSOLIDATED FORM OF GOVERNMENT AND SAY, HEY, WE  
28 HAVE CRIME UP HERE TOO, WE NEED TO BE CONTRIBUTING  
29 TO THE DISTRICT ATTORNEY'S OFFICE, LET'S HAVE THOSE  
30 CONVERSATIONS. BUT THE JUDGMENT, AS IT STANDS, IS  
31 THAT THOSE CITIES ARE BROUGHT IN. THEY CAN ASSERT  
32 WHATEVER DEFENSES THEY WANT.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

MR. PERCY: THAT'S WHAT --

THE COURT: THEY MAY BE ACCEPTED OUT, AND IT MAY GO ALL THE WAY UP AND REMANDED BACK DOWN, AND THEN WE'LL DEAL WITH IT --

MR. PERCY: THAT'S -- THAT'S HOW WE'LL CRAFT IT, BUT IN GOOD FAITH, YOUR HONOR.

THE COURT: SURE.

MR. PERCY: BECAUSE I WANT TO MAKE SURE THAT WE ARE OPEN WITH THE COURT IN ALL CASES. I JUST WANTED TO HAVE THAT DISCUSSION --

THE COURT: RIGHT.

MR. PERCY: -- ON WHAT THE COURT'S THOUGHTS WERE.

THE COURT: AND FOR THE RECORD, I WILL SAY THIS: I AM ORDERING THIS. IT'S NOT -- THIS IS A -- I'M RULING ON THE EXCEPTION THAT THERE ARE PARTIES THAT SHOULD BE A PART OF THIS LITIGATION. OKAY. ALL RIGHT.

MR. PERCY: WE UNDERSTAND, YOUR HONOR --

THE COURT: ALL RIGHT.

MR. PERCY: -- AND WE THANK YOU.

THE COURT: ANY --

MR. FURR: I THINK THAT WOULD EFFECTIVELY --

THE COURT: MOOT --

MR. FURR: -- MOOT --

THE COURT: YEAH.

MR. FURR: -- THE REST OF THE MATTERS THAT WE HAVE.

THE COURT: I'LL STAY -- I'LL STAY THE PROCEEDINGS IN THIS MATTER. ALL EXCEPTIONS THAT WERE FILED, THE UNAUTHORIZED USE OF SUMMARY PROCEEDINGS, THE MOTION TO STRIKE ON BEHALF OF THE

1 DISTRICT ATTORNEY, AND THE PEREMPTORY EXCEPTION OF  
2 NO CAUSE AND NO RIGHT OF ACTION -- NO CAUSE OF  
3 ACTION FILED ON BEHALF OF THE PARISH. ALL THOSE  
4 MATTERS ARE STAYED PENDING THE JOINDER OF WHAT THIS  
5 COURT BELIEVES ARE INDISPENSABLE PARTIES.

6 MR. PERCY: AND WE THANK YOU, YOUR HONOR.

7 MR. FURR: THANK YOU, YOUR HONOR.

8 THE COURT: ALL RIGHT. THANK YOU ALL.

9 COURT IS ADJOURNED.

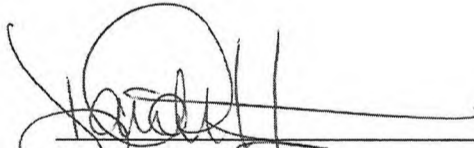
10 (END OF TRANSCRIPT.)  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

R E P O R T E R ' S P A G E

I, DANA M. HENRY, CERTIFIED COURT REPORTER, IN AND FOR THE STATE OF LOUISIANA, THE OFFICER, AS DEFINED IN RULE 28 OF THE FEDERAL RULES OF CIVIL PROCEDURE AND/OR ARTICLE 1434(B) OF THE LOUISIANA CODE OF CIVIL PROCEDURE, BEFORE WHOM THIS PROCEEDING WAS TAKEN, DO HEREBY STATE ON THE RECORD:

THAT DUE TO THE INTERACTION IN THE SPONTANEOUS DISCOURSE OF THIS PROCEEDING, DASHES (--) HAVE BEEN USED TO INDICATE PAUSES, CHANGES IN THOUGHT, AND/OR TALKOVERS; THAT SAME IS THE PROPER METHOD FOR A COURT REPORTER'S TRANSCRIPTION OF PROCEEDING; AND THAT THE DASHES (--) DO NOT INDICATE THAT WORDS OR PHRASES HAVE BEEN LEFT OUT OF THIS TRANSCRIPT;

THAT ANY WORDS AND/OR NAMES WHICH COULD NOT BE VERIFIED THROUGH REFERENCE MATERIAL HAVE BEEN DENOTED WITH THE PHRASE "(SPELLED PHONETICALLY) ."

  
\_\_\_\_\_  
DANA M. HENRY  
CERTIFIED COURT REPORTER  
CERTIFICATE NO. 2013011

---

---

*19th Judicial District Court*

---

---

300 North Blvd., Ste. 9101, Baton Rouge, LA 70801

R E P O R T E R ' S   C E R T I F I C A T E

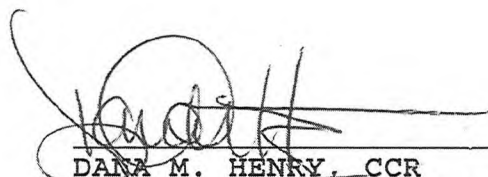
THIS CERTIFICATE IS VALID FOR A TRANSCRIPT ACCOMPANIED BY MY ORIGINAL SIGNATURE AND ORIGINAL REQUIRED SEAL ON THIS PAGE.

I, **DANA M. HENRY**, C.C.R., OFFICIAL COURT REPORTER IN AND FOR THE STATE OF LOUISIANA, EMPLOYED AS AN OFFICIAL COURT REPORTER BY THE NINETEENTH JUDICIAL DISTRICT COURT, PARISH OF EAST BATON ROUGE FOR THE STATE OF LOUISIANA, AS THE OFFICER BEFORE WHOM THIS TESTIMONY WAS TAKEN, DO HEREBY CERTIFY THAT THIS TESTIMONY WAS REPORTED BY ME IN THE STENOMASK REPORTING METHOD, WAS PREPARED AND TRANSCRIBED BY ME OR UNDER MY DIRECTION AND SUPERVISION, AND IS A TRUE AND CORRECT TRANSCRIPT TO THE BEST OF MY ABILITY AND UNDERSTANDING;

THAT THE TRANSCRIPT HAS BEEN PREPARED IN COMPLIANCE WITH THE TRANSCRIPT FORMAT GUIDELINES REQUIRED BY STATUTE OR BY RULE OF THE BOARD OR BY THE SUPREME COURT OF LOUISIANA;

THAT I AM NOT OF COUNSEL, NOT RELATED TO COUNSEL OR TO THE PARTIES HEREIN, NOR AM I OTHERWISE INTERESTED IN THE OUTCOME OF THIS MATTER.

WITNESS MY HAND THIS 26TH DAY OF JUNE 2026.



**DANA M. HENRY, CCR**  
OFFICIAL COURT REPORTER  
19TH JUDICIAL DISTRICT COURT  
CERTIFICATE NUMBER: 2013011

---

---

*19th Judicial District Court*

---

---

300 North Blvd., Ste. 9101, Baton Rouge, LA 70801

SUIT NO. 777371 DIV. 23

HILLAR C. MOORE, III, IN HIS  
OFFICIAL CAPACITY AS DISTRICT  
ATTORNEY FOR EAST BATON ROUGE  
PARISH

19<sup>TH</sup> JUDICIAL DISTRICT COURT

V.

PARISH OF EAST BATON ROUGE

EAST BATON ROUGE PARISH  
GOVERNMENT, by and through the CITY OF STATE OF LOUISIANA  
BATON ROUGE METROPOLITAN  
COUNCIL MEMBERS, IN THEIR OFFICIAL  
CAPACITY, AND EMILE "SID" EDWARDS,  
IN HIS OFFICIAL CAPACITY AS MAYOR-  
PRESIDENT OF EAST BATON ROUGE

**NOTICE OF INTENT TO SEEK EMERGENCY SUPERVISORY  
WRITS AND REQUEST FOR STAY OF PROCEEDINGS**

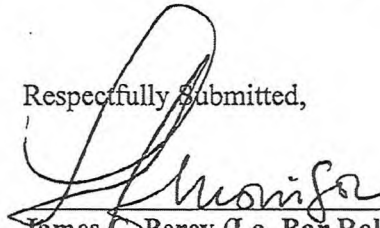
Plaintiff Hillar C. Moore, III, in his official capacity as District Attorney for East Baton Rouge Parish (the "District Attorney"), hereby gives notice of his intention to file an application for emergency supervisory writs with respect to the June 24, 2026 order and ruling which granted Defendant East Baton Rough Parish Government's (the "Parish") Peremptory Exception of Nonjoinder. Pursuant to Rules 4-2 and 4-3 of the Uniform Rules – Courts of Appeal, the District Attorney requests that this Court set a return date of July 2, 2026 for the District Attorney to file the writ application.

Furthermore, in accordance with Rule 4-4 of the Uniform Rules – Courts of Appeal, the District Attorney moves for a stay of all proceedings pending appellate review of this court's ruling granting the Parish's Peremptory Exception of Nonjoinder. A stay is warranted because, absent a stay, the writ application may have no practical effect. If the action is allowed to proceed while appellate review of the Parish's nonjoinder objection is pending, the District Attorney will be required to continue litigating claims whose scope may be materially altered by the First Circuit's decision. Absent a stay, the District Attorney will incur substantial litigation expenses and devote significant time and resources that may ultimately prove unnecessary or duplicative. Moreover, a stay is necessary and in the best interest of judicial economy because the disposition of the writ application could significantly affect the District Attorney's claims against the Parish.

WHEREFORE, Plaintiff Hillar C. Moore, III, in his official capacity as District Attorney for East Baton Rouge Parish, respectfully requests that this Court fix July 2, 2026 as the return

date by which the District Attorney must file his application for a supervisory writ with the Court of Appeal, First Circuit, State of Louisiana. The District Attorney also requests that these proceedings be stayed pending appellate review of this Court's ruling granting the Parish's Peremptory Exception of Nonjoinder.

Respectfully Submitted,

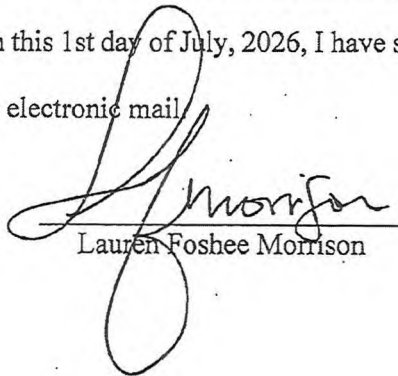


James C. Percy (La. Bar Roll No. 10413)  
Lauren Foshee Morrison (La. Bar Roll No. 40775)  
Camille R. Webre (La. Bar Roll No. 41452)  
Jones Walker LLP  
445 North Blvd., Suite 800  
Baton Rouge, LA 70802  
Telephone: (225) 248-2048  
Facsimile: (225) 248-3048  
Email: jpercy@joneswalker.com  
lmorrison@joneswalker.com  
cwebre@joneswalker.com

*Counsel for Plaintiff, Hillar C. Moore, III,  
in his official capacity as District Attorney  
for East Baton Rouge Parish*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 1st day of July, 2026, I have served this pleading on all counsel of record by U.S. Mail and/or electronic mail.



Lauren Foshee Morrison

HILLAR C. MOORE, III, IN HIS  
OFFICIAL CAPACITY AS DISTRICT  
ATTORNEY FOR EAST BATON ROUGE  
PARISH

SUIT NO. 777371 DIV. 23

19<sup>TH</sup> JUDICIAL DISTRICT COURT

V.

PARISH OF EAST BATON ROUGE

EAST BATON ROUGE PARISH  
GOVERNMENT, by and through the CITY OF STATE OF LOUISIANA  
BATON ROUGE METROPOLITAN  
COUNCIL MEMBERS, IN THEIR OFFICIAL  
CAPACITY, AND EMILE "SID" EDWARDS,  
IN HIS OFFICIAL CAPACITY AS MAYOR-  
PRESIDENT OF EAST BATON ROUGE

**ORDER**

Considering the Notice of Intention to File Application for Supervisory Writs filed on behalf of Plaintiff Hillar C. Moore, III, in his official capacity as District Attorney for East Baton Rouge Parish (the "District Attorney"),

**IT IS ORDERED** that the District Attorney's application for supervisory writs be filed in the Court of Appeal, First Circuit, on or before July 2, 2026;

**IT IS FURTHER ORDERED** that the District Attorney's Request for Stay of Proceedings be and is hereby **GRANTED**, and all proceedings in this Court shall be **STAYED** pending appellate review of this Court's ruling granting Defendant East Baton Rouge Parish Government's Peremptory Exception of Nonjoinder.

Baton Rouge, Louisiana, this 1<sup>st</sup> day of July, 2026.

  
The Honorable Tarvald A. Smith  
Judge, 19<sup>th</sup> Judicial District Court