

The Supreme Court of the State of Louisiana

ROGER LEHMAN

No.2020-CC-01485

VS.

LOUIS J. PERRET, CLERK OF COURT, IN HIS
CAPACITY AS CLERK OF COURT

IN RE: Louis J. Perret, In his official capacity as Clerk of Court - Applicant
Defendant; Applying For Writ Of Certiorari, Parish of Lafayette, 15th Judicial
District Court Number(s) 2019-6284, Court of Appeal, Third Circuit, Number(s)
CW-20-00437;

March 16, 2021

Writ application granted. See per curiam.

JLW

JDH

SJC

JTG

WJC

JBM

PDG

Supreme Court of Louisiana

March 16, 2021



Chief Deputy Clerk of Court
For the Court

SUPREME COURT OF LOUISIANA

No. 2020-CC-01485

ROGER LEHMAN VS LOUIS J. PERRET, CLERK OF COURT, IN HIS
CAPACITY AS CLERK OF COURT

On Writ of Certiorari to the Court of Appeal, Third Circuit, Parish of Lafayette

PER CURIAM

WRIT GRANTED. Roger Lehman was employed by the Lafayette Parish Clerk of Court. He was terminated for misconduct in 2002 when he was forty-four years old, after approximately 21 years of service. In 2013, upon reaching age fifty-five, he applied for retirement benefits. Lehman was approved and draws monthly retirement benefits from the Louisiana Clerks' of Court Retirement and Relief Fund pursuant to La. R.S. 11:1521(A)(1). In 2018, the Louisiana legislature enacted La. R.S. 13:783(F)(7), which provides for an additional retirement benefit relating to insurance premiums. He now claims entitlement to that additional insurance benefit.

The interpretation of any statutory provision begins with the language of the statute itself. The statute for regular retirement benefits provides:

A member or former member hired on or before December 31, 2010, shall be eligible for regular retirement benefits if he has twelve or more years of credited service, he has attained the age of fifty-five years or more, and he has **terminated** his employment. La. R.S. 11:1521(A)(1) (emphasis added).

The statute for the additional insurance benefit provides:

In the parishes of . . . Lafayette . . . , the clerk of court shall pay, from the clerk's salary fund, one hundred percent of the premium costs of the group life and accidental death and dismemberment, group health, accident, dental, hospital, surgical, or other medical expense insurance for any employee that **retires from** the . . . Lafayette Parish clerk of court's office . . . who is entitled to receive monthly benefits from the Louisiana Clerks' of Court Retirement and Relief Fund, who has at least twenty years of full-time service with clerk of court's office in . . .

Lafayette Parish . . . and who is at least fifty-five years of age. La. R.S. 13:783(F)(7) (emphasis added).

When a law is clear and unambiguous and its application does not lead to absurd consequences, the law shall be applied as written and no further interpretation may be made in search of the intent of the legislature. La. Civ. Code art. 9. A plain reading of these statutes reveal the regular and added benefits have distinct requirements. Regular retirement benefits are available to an individual who has “terminated his employment,” while the added insurance benefit is only available to one who “retires from” employment with the Lafayette Parish clerk of court. Lehman’s employment with the Lafayette Parish clerk of court ended with him being terminated for misconduct, not by retirement. *See Oubre v. St. Charles Parish Sheriff’s Office*, 16-409 (La. App. 5 Cir. 12/14/16), 209 So.3d 302, 307. While he apparently satisfies the requirements for regular retirement benefits under La. R.S. 11:1521(A)(1), he does not meet the requirements of La. R.S. 13:783(F)(7).

Our interpretation of La. R.S. 13:783(F)(7) does not lead to absurd consequences, rather, it is consistent with the nature of retirement benefits, which are typically linked to actuarial studies. Consequently, retirement benefits must be clearly and unmistakably provided for or the retirement fund will not remain actuarially sound. By the express language of the statute, Lehman is not entitled to the additional insurance benefit. Accordingly, we reverse the court of appeal’s opinion and reinstate the trial court’s summary judgment in favor of Louis J. Perret, in his official capacity as Clerk of Court.