

NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

NO. 2011 CA 2061

CITY OF BATON ROUGE, PARISH OF EAST BATON ROUGE AND
THE DEPARTMENT OF PUBLIC WORKS

VERSUS

ANTHONY DOUGLAS
AND THE PERSONNEL BOARD OF THE CITY OF BATON ROUGE,
PARISH OF EAST BATON ROUGE

consolidated with

NO. 2011 CA 2062

ANTHONY W. DOUGLAS

VERSUS

CITY OF BATON ROUGE, PARISH OF EAST BATON ROUGE AND
THE DEPARTMENT OF PUBLIC WORKS

Judgment Rendered: June 8, 2012.

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On Appeal from the
19th Judicial District Court,
In and for the Parish of East Baton Rouge,
State of Louisiana
Trial Court No. 466636 c/w 576529

The Honorable Kay Bates, Judge Presiding

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Anthony W. Douglas
Baton Rouge, La.

Plaintiff/Appellant,
In Proper Person

Mary Roper
Parish Attorney
Veronica Jones
Gwendolyn K. Brown
Special Assistant Parish Attorneys
Baton Rouge, La.

Attorneys for Defendant/Appellee,
City of Baton Rouge, Parish of
East Baton Rouge

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BEFORE: CARTER, C.J., PARRO AND HIGGINBOTHAM, JJ.

SAK
RH Pby
EGC
IMH

CARTER, C. J.

This is the fourth appeal in this employment dispute between Anthony Douglas and the City of Baton Rouge/Parish of East Baton Rouge (City/Parish). The complete history is set forth in *City of Baton Rouge v. Douglas (Douglas I)*, 00-1736 (La. App. 1 Cir. 9/28/01) (unpublished), *writ denied*, 01-2806 (La. 11/9/01), 801 So. 2d 1066, *overruled by City of Baton Rouge v. Douglas (Douglas II)*, 04-1448 (La. App. 1 Cir. 12/29/05), 923 So. 2d 166 (*en banc*), *writs denied*, 06-0675 (La. 6/2/06), 929 So. 2d 1254, 11-0328 (La. 4/1/11), 60 So. 3d 1255, 06-0675 (La. 12/16/11), 76 So. 3d 1189, and *City of Baton Rouge v. Douglas (Douglas III)*, 07-1153 (La. App. 1 Cir. 2/8/08), 984 So. 2d 746, *writ denied*, 08-0939 (La. 6/20/08), 983 So. 2d 1284.

To summarize, this litigation began with Mr. Douglas's disputed termination of employment with the City/Parish in 1999. After two appeals, Mr. Douglas was reinstated to his employment. In connection with Mr. Douglas's reinstatement to employment, he underwent a routine physical examination and drug/alcohol screening in January 2007. Following the results of the drug screening, the City/Parish again sought to terminate Mr. Douglas's employment, and Mr. Douglas once again disputed the termination. The parties and their attorneys engaged in a settlement conference with the trial court, after which a settlement agreement was entered on the record in open court. It was made clear that the settlement agreement was intended to end all litigation between the parties. After the City/Parish made the necessary arrangements to have the settlement approved by the Baton Rouge Metro Council and to obtain the settlement funds, Mr. Douglas changed his mind and attempted to refuse to accept the terms of the settlement. In *Douglas III*, this court determined that the parties

had entered into a valid compromise agreement and affirmed the April 30, 2007 judgment of the trial court that granted the City/Parish's motion to enforce the settlement agreement, and ordered Mr. Douglas to execute all of the documents and take all actions necessary to consummate the settlement agreement. The record reflects that Mr. Douglas executed the documents and acknowledged money payments under the terms of the settlement agreement.

After the Louisiana Supreme Court denied writs in *Douglas III*, Mr. Douglas filed a petition in the trial court seeking to recognize the absolute nullity of the April 30, 2007 judgment of the trial court and the settlement agreement that Mr. Douglas executed pursuant to the April 30, 2007 judgment. Mr. Douglas set forth numerous bases for recognizing the nullity of the April 30, 2007 judgment, this court's decision in *Douglas III*, as well as the settlement agreement that he executed pursuant to the April 30, 2007 judgment, with the central argument being that the prior judgment ordering him reinstated to employment could not be set aside.

We first address Mr. Douglas's contention that this court's review in *Douglas III* was flawed because it was made on an incomplete record, in that a crucial transcript was omitted. After this court rendered *Douglas III*, and while an application for rehearing was pending, Mr. Douglas filed a motion to supplement the appellate record with the omitted transcript. After simultaneously considering the merits of both the application for rehearing and motion to supplement the record, this court denied both. Having considered these arguments in connection with the prior application for rehearing, we again find them to be without merit.

The context of the compromise was considered in *Douglas III*, with this court concluding that the parties validly compromised their dispute. The

prior judgment ordering that Mr. Douglas be reinstated to employment in no way affected the trial court's jurisdiction to rule on the validity of the compromise agreement. The trial court correctly sustained the peremptory exception raising the objection of no cause of action as to these allegations.

Additionally, the trial court correctly sustained the peremptory exception raising the objection of res judicata. Although styled as a petition for nullity, Mr. Douglas is attempting to relitigate the validity of the compromise agreement and the April 30, 2007 judgment ordering him to consummate the settlement agreement. These arguments were considered and rejected in *Douglas III*.

Considering the foregoing, the judgment of the trial court is affirmed in accordance with Uniform Rules – Courts of Appeal, Rule 2-16.1.B. Costs of this appeal are assessed to Anthony W. Douglas.

AFFIRMED.