

January 24, 2024

Trisha Ward, District Defender
Thirteenth Judicial District Public Defender's Office
128 Young Street
Ville Platte, LA 70586

Dear Ms. Ward:

As you are aware, my Investigative Audit staff visited the Thirteenth Judicial District Public Defender's Office (District) to assess the validity of certain complaints we received. This letter briefly summarizes the results of our work. We stress the importance of addressing these issues and encourage you to consider our recommendations as you work to resolve the following:

Excess Compensation Paid to the Former District Defender

Records show that former District Defender Alex Chapman, Jr. entered into several contracts for Public Defender Services with the Louisiana Public Defender Board (Board) to serve as the District Public Defender for the District. Each of the contracts that we reviewed¹ set Mr. Chapman's compensation at \$56,500 per year and further stated that the Board, "...has the sole authority, but not obligation, to increase the salary and/or other compensation payable to the District Defender...District Defender shall not use funds from any source to supplement his or her Board-approved salary." We contacted the Board and found that the Board did not approve any salary increases for Mr. Chapman from July 2016 until Mr. Chapman stepped down as the District Defender in March 2020. As such, Mr. Chapman should have been paid his contracted salary (\$56,500, or \$4,708 monthly) from July 2016 through March 2020.

We reviewed the District's payroll records to determine if Mr. Chapman's compensation matched his Board-approved salary and found that Mr. Chapman's salary increased on two occasions, without Board approval. According to these records, Mr. Chapman's salary increased from \$4,708 to \$6,070 per month in October 2016, and increased again from \$6,070 to \$7,578 in August 2018. As a result of these increases, Mr. Chapman was paid \$66,194 in excess of his Board approved salary from October 2016 through March 2020.

Mr. Chapman told us that, in 2016, one of his contract attorneys abruptly quit, which forced him to take over that attorney's case load and duties. Mr. Chapman stated that, because he took over those responsibilities, he paid himself the same amount the District was paying to the attorney who resigned. When asked about the second pay increase in August 2018, Mr. Chapman stated he gave himself a raise as the District Defender. Mr. Chapman further stated that it was his belief, as the District Defender, he could set his

¹ Contracts for Public Defender Services cover the District's fiscal year which runs from July 1 to June 30. We reviewed the contracts for fiscal years 2016, 2017, 2018, and 2019.

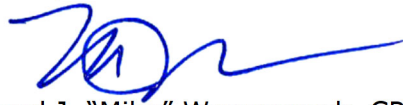
own salary, as long as the District had available funds. Mr. Chapman stated that although he signed the yearly contracts with the Board, he did not read them in their entirety and was not aware that the Board had sole authority to increase his salary. By increasing his salary without Board approval, Mr. Chapman may have violated his contracts with the Board, state law², and the Louisiana Constitution.³

Recommendations

We recommend that the District consult with legal counsel to determine the appropriate actions to be taken, including recovering funds related to excess compensation paid to Mr. Chapman. The District should also require proper review, approval, and reconciliation of all time sheets and payroll disbursements to ensure employees, including the district defender, are paid at the appropriate rate and that all disbursements have a legitimate public purpose.

This correspondence represents our findings and recommendations, as well as management's response. This correspondence is intended primarily for the information and use of management of the Thirteenth Judicial District Public Defender's Office. I trust this information will assist you in the efficient and effective operations of the Thirteenth Judicial District Public Defender's Office. If you have any questions, please contact Greg Clapinski or Kunta Osberry at (225) 339-3800.

Sincerely,



Michael J. "Mike" Waguespack, CPA
Legislative Auditor

MJW/aa

13TH DISTRICT PUBLIC DEFENDER

² **La. R.S. 42:1461(A)** states, "Officials, whether elected or appointed and whether compensated or not, and employees of any "public entity", which, for purposes of this Section shall mean and include any department, division, office, board, agency, commission, or other organizational unit of any of the three branches of state government or of any parish, municipality, school board or district, court of limited jurisdiction, or other political subdivision or district, or the office of any sheriff, district attorney, coroner, or clerk of court, by the act of accepting such office or employment assume a personal obligation not to misappropriate, misapply, convert, misuse, or otherwise wrongfully take any funds, property, or other thing of value belonging to or under the custody or control of the public entity in which they hold office or are employed."

³ **Louisiana Constitution Article VII, Section 14(A)** provides, in part, "Prohibited Uses. Except as otherwise provided by this constitution, the funds, credit, property, or things of value of the state or of any political subdivision shall not be loaned, pledged, or donated to or for any person, association, or corporation, public or private."

APPENDIX A

Management's Response



Thirteenth Judicial District Public Defender

Trisha Ward, District Defender
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(337) 363-3021 | tward@epdo.org

December 29, 2023

Michael J. “Mike” Waguespack, CPA
Louisiana Legislative Auditor
Post Office Box 94397
Baton Rouge, LA 70804-9397

Dear Mr. Waguespack,

I write to thank you and the individuals at your office for the guidance offered during this process and for the professionalism displayed in handling this matter.

I have carefully reviewed the letter report on the Thirteenth Judicial District Public Defender office, which outlined two recommendations. First, it suggests consulting with legal counsel about potentially recouping excess compensation paid to then-District Defender, Alex Chapman, from October 2016 through March 2020. Second, it advises implementing controls to ensure that all employees and contractors of the office are compensated at appropriate rates and that all disbursements “have a legitimate public purpose.”

I was hired by the Louisiana Public Defender Board to serve as District Defender in January of 2021. Since then, I have been actively working to implement controls and have continually adjusted processes as needed. Additionally, I have sought legal counsel on the matter of recovering funds that were not properly disbursed before my tenure as District Defender, and I will follow the advice of that attorney.

Should you need any additional information, please feel free to contact me.

Best regards,

Trisha Ward

Trisha A. Ward

APPENDIX B

Alex Chapman's Response

Please let this email serve as my response to the Legislative Auditor's Letter regarding the dispute of my alleged unauthorized receipt of compensation as District Defender of 13th District Defender of the Indigent Defender Program.

In 2007 the Legislation totally revamping the State's Indigent Defendant Program was enacted. I was the "Chief Defender" of the 13th JDC Indigent Defender Board at that time. We were operating under the supervision of a Local Board. That system had been in existence for some 20 years prior to 2007.

The 2007 Legislation 'Grandfathered' the "Chiefs" to becoming District Defenders. The statutory enabling language also gave the newly created District Defenders plenary power to run their Districts. The authority to hire and fire and set compensation was absolute. As a former Indigent Defender, who was once a State Legislator and then later a two term District Judge said, "You are now a czar".

The statute specifically stated that the individuality and uniqueness of each District, existing in 2007, should be respected. That Statutory Will was respected by the Original LPDB Board.

As time elapsed the composition of the Board changed and they began to micromanage the individual Districts and to totally disregard the Legislative Will of respecting the individuality of each District.

Thus, several years after 2007, the Board REQUIRED that each District Defender sign a 21 page contract with them in order to receive State Funds. I read the Initial Contract and signed it, It did NOT contain any language whatsoever about maximum amounts which a District Defender could pay himself. Nor did this Initial Contract contain ANY language about the necessity of obtaining Board approval for an increase.

The following year all District Defenders received another "Take It Or Leave It" Contact from the Board. I perused the 21 Page Contract and signed it.

The year after that we District Defenders received our next annual contract. I have been told, by other District Defenders, that this Third Year Contract from the Board contained a two sentence revision regarding the language about the issue herein-capping the money which a District Defender could pay himself and requiring board approval to deviate.

I was totally unaware of this two sentence revision to the Third 21 page Contract.

Two other District Defenders who I've spoken to were also totally unaware of this change to their contract with LPDB Board until I raised it with them.

The Auditor Report is accurate in that I increased my compensation when the contact attorney, Gilbert J. Aucoin, who was handling Indigent Defender duties in Ville Platte City Court Misdemeanor Docket as well as Juvenile Matters and also CINC matters in 13th JDC District Court suddenly resigned. I took over performing those duties and began paying myself the compensation which he had been receiving for performing those duties.

It is also correct that I increased my compensation for performing District Defender Duties based on projected budget forecast. Both of these actions were done without Board approval because I was totally unaware of the provision in the revised contract.

I DID THE WORK for every penny which I received over and above the contract limitation. QUANTUM MERIT.

Based on the totality of this whole scenario I will not pay back ,voluntarily, anything to anyone for money which I received for work which I have done.