

POSTED  
HJ



**ROY  
SCOTT  
& JAMES**  
INJURY ATTORNEYS

CORY P. ROY  
cory@cproylaw.com

BRANDON J. SCOTT  
brandon@cproylaw.com

BENJAMIN D. JAMES\*  
ben@cproylaw.com

January 8, 2025

**VIA HAND DELIVERY**

HONORABLE DAVID STAMEY  
Natchitoches Parish Clerk of Court  
Post Office Box 476  
Natchitoches, Louisiana 71458-0476

RE: *Elaina Sonnier vs. Roy Lee, City of Natchitoches, and The  
Travelers Indemnity Company, Docket No. 95268-A,  
10<sup>th</sup> Judicial District Court, Parish of Natchitoches, State of  
Louisiana*

Dear Mr. Stamey: 95268-A

Enclosed please find the original and four-(4) copies of a Petition  
for Damages regarding the above captioned matter.

Please file the original in the record, serve the defendants, and  
return the fourth copy certified and time-stamped, to me.

Also enclosed, please find my office check in the amount of  
\$600.00, for payment of filing.

With best wishes, I remain,

Very truly yours,

Cory P. Roy

CPR/sm  
Enclosures

**MARKSVILLE**  
107 N. WASHINGTON ST.  
POST OFFICE BOX 544  
MARKSVILLE, LA 71351  
(T) 318-240-7800  
(F) 318-240-7815

[www.royscottjames.com](http://www.royscottjames.com)

\*Also admitted in Texas

SUIT # 95268 - A

**ELAINA SONNIER**

**10<sup>TH</sup> JUDICIAL DISTRICT COURT**

**VS.**

**PARISH OF NATCHITOCHEES**

**ROY LEE, CITY OF NATCHITOCHEES,  
AND THE TRAVELERS INDEMNITY  
COMPANY**

**STATE OF LOUISIANA**

RECEIVED AND FILED  
DAVID STANLEY  
CLERK OF COURT  
JAN 17 A 10 24  
NATCHITOCHEES PARISH, LA

**PETITION FOR DAMAGES**

**TO THE HONORABLE, THE JUDGES OF THE 10<sup>TH</sup> JUDICIAL DISTRICT COURT, SITTING IN AND FOR THE PARISH OF NATCHITOCHEES, STATE OF LOUISIANA.**

The petition of **ELAINA SONNIER**, a resident and domiciliary of Jefferson Davis Parish, Louisiana, respectfully represents:

**I.**

Made defendants herein are the following:

**ROY LEE**, a resident and domiciliary of Natchitoches Parish, Louisiana, who may be served at 1425 Northern Street, Natchitoches, Louisiana 71457;

**CITY OF NATCHITOCHEES**, which may be served through its Mayor, Ronnie Williams, Jr., at 700 Second Street, Natchitoches, Louisiana 71457; and

**THE TRAVELERS INDEMNITY COMPANY**, a foreign insurance company authorized to do and doing business in the State of Louisiana, who may be served through its agent for service of process, Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, Louisiana, 70809.

**II.**

The defendants are indebted unto petitioner for damages as are reasonable in the premises, including general and special damages, to-wit:

**III.**

On or about January 12, 2024, petitioner **ELAINA SONNIER**, driving a 2017 Nissan, was traveling Eastbound on LA Highway 3175 in Natchitoches, Louisiana, when a Natchitoches Police Department vehicle, driven by Defendant, **ROY LEE**, attempted to make a left turn onto LA Highway 3175 from the stop sign at Breazelle Springs, Natchitoches, Louisiana and collided with Petitioner's vehicle.

**IV.**

As a result of the accident-described hereinabove, **ELAINA SONNIER** sustained personal injuries, entitling her to damages, general and special, as are reasonable in the premises. Such damages include the following: (1) past, present, and future physical pain and suffering, (2) past, present, and future mental pain and suffering, (3) past, present, and future medical expenses, (4) lost

wages, past, present, and future, and (5) loss of enjoyment of life/hedonic damages.

**V.**

The accident-described hereinabove was caused by the negligence of the defendant, **ROY LEE**, in the following particulars, to-wit:

1. Being inattentive;
2. Failing to keep a proper lookout;
3. Failing to abide by the rules of the road;
4. Striking petitioner's vehicle; and
5. Negligently operating his vehicle.

**VI.**

At all times pertinent hereto, defendant, **ROY LEE**, was acting in the course and scope of his employment with the Natchitoches Police Department and was on a mission and acting in the interest of the **CITY OF NATCHITOCHEs**. As a result, the **CITY OF NATCHITOCHEs** is liable for all damages caused by **ROY LEE** under the theory of *Respondeat Superior*, pursuant to Louisiana Civil Code Article 2320.

**VII.**

On information and belief, plaintiff alleges that at the time of the accident the defendant, **THE TRAVELERS INDEMNITY COMPANY**, had issued and there was in effect, a policy of automobile liability insurance, issued to **ROY LEE** and/or **CITY OF NATCHITOCHEs**; consequently, said insurer is legally liable for the payment of all damages, both special and general, as hereinabove set forth. Further, plaintiff has a direct cause of action against said insurer.

**VIII.**

Accordingly, the defendants, **ROY LEE, CITY OF NATCHITOCHEs, AND THE TRAVELERS INDEMNITY COMPANY**, are liable, jointly and in solido, to plaintiff, for all damages as are reasonable in the premises.

**WHEREFORE, PLAINTIFF, ELAINA SONNIER PRAYS** that the defendants, **ROY LEE, CITY OF NATCHITOCHEs, AND THE TRAVELERS INDEMNITY COMPANY**, be duly cited to appear and answer this Petition, and that after due proceedings are had, there be Judgment herein in favor of plaintiff, **ELAINA SONNIER**, and against the defendants, **ROY LEE, CITY OF NATCHITOCHEs, AND THE TRAVELERS INDEMNITY COMPANY**, in solido, for general and special damages in reasonable and just sums, plus interest from date of judicial demand, until paid, and for all costs of these proceedings.

Further, for all general and equitable relief to which plaintiff is entitled.

RESPECTFULLY SUBMITTED BY:



**ROY  
SCOTT  
& JAMES**  
INJURY ATTORNEYS

BY:

CORY P. ROY (Bar Roll #27066)  
BRANDON SCOTT (Bar Roll #33362)  
BENJAMIN D. JAMES (Bar Roll #34402)  
107 North Washington Street  
Post Office Box 544  
Marksville, Louisiana 71351  
(318) 240-7800 - Telephone  
(318) 240-7815 - Facsimile  
SERVICE: service@cproylaw.com

**SHERIFF, PLEASE SERVE:**

**ROY LEE  
1425 NORTHERN STREET  
NATCHITOCHEs, LOUISIANA 71457**

**CITY OF NATCHITOCHEs  
THROUGH ITS MAYOR, RONNIE WILLIAMS, JR.  
700 SECOND STREET  
NATCHITOCHEs, LOUISIANA 71457**

**THE TRAVELERS INDEMNITY COMPANY  
THROUGH ITS AGENT FOR SERVICE OF PROCESS  
LOUISIANA SECRETARY OF STATE  
8585 ARCHIVES AVENUE  
BATON ROUGE, LOUISIANA 70809**

RECEIVED & FILED  
DAVID STAMEY  
CLERK OF COURT  
2026 JUN 10 PM 3:25  
BY: *Kaiti Shm*  
DEPUTY CLERK  
NATCHITOCHES PARISH, LA.

**ELAINA SONNIER**

**DOCKET NO. : 95268-A**

**VERSUS**

**10TH JUDICIAL DISTRICT COURT**

**ROY LEE, CITY OF  
NATCHITOCHES, AND  
TRAVELERS INDEMNITY  
COMPANY**

**NATCHITOCHES PARISH, LOUISIANA**

**WRITTEN REASONS FOR JUDGMENT**

*Background and Liability*

On January 12, 2024, Natchitoches Police Department Officer Roy Lee, while operating his police vehicle within the course and scope of his employment with the City of Natchitoches, Louisiana, collided with the vehicle operated by Plaintiff, Elaina Sonnier. The severity of the collision is well illustrated by the fact that both vehicles were declared a total loss by their respective insurers. There exists no dispute as to the cause of this accident. Prior to the commencement of trial, the City of Natchitoches stipulated on the record in open court to one hundred percent (100%) fault for the collision. Accordingly, the sole issue before this Court is the quantum of damages sustained by Ms. Sonnier as a direct and proximate result of the January 12, 2024 collision.

*Findings of Fact*

Immediately following the accident on January 12, 2024, Ms. Sonnier presented to Natchitoches Regional Medical Center reporting pain to her neck, back, right shoulder, chest (contusion), and left knee. Five days thereafter, on January 17, 2024, Ms. Sonnier sought evaluation from orthopedic surgeon Dr. Paul Fenn, her treating and presiding physician, reporting persistent pain in her right shoulder, right ribs, neck, lower back, and left knee, as well as symptoms

consistent with post-traumatic stress disorder (“PTSD”). Dr. Fenn thereafter prescribed a course of physical therapy targeting the right shoulder, lumbar spine, and left knee, and ordered magnetic resonance imaging (“MRI”) of the lumbar spine, right shoulder, and left knee for diagnostic purposes. The lumbar MRI revealed disc bulging at both the L4-5 and L5-S1 levels.

In addition to the home exercises prescribed by Dr. Fenn, Ms. Sonnier attended ten (10) physical therapy sessions over the course of approximately one year. She additionally presented to Dr. Fenn for ongoing evaluation and management on the following dates: February 28, 2024; May 15, 2024; June 12, 2024; September 5, 2024; December 12, 2024; April 10, 2025; September 4, 2025; and January 8, 2026. These visits documented varying complaints of lower back pain, as well as progressive pain involving the left knee and right shoulder. Of particular significance, by September of 2024, the right shoulder pain had begun radiating into the right elbow, and the left knee pain was accompanied by measurable swelling. On each visit, Dr. Fenn discussed available treatment options with Ms. Sonnier, including the possibility of surgical intervention.

Throughout the entirety of her medical treatment, Ms. Sonnier simultaneously maintained her enrollment in school and continued working to support herself, including at her then-employer, a restaurant in Downtown Natchitoches where she worked as a server and bartender, which accommodated her injuries by modifying her duties. Ms. Sonnier further testified that her injuries have substantially restricted her ability to participate in tennis, a recreational activity she regularly enjoyed prior to the accident, and have limited her physical capacity to lift and interact appropriately with children at her current place of

employment, Behavioral Specialists of Louisiana, where she works as a child therapist.

After more than two years of conservative treatment without adequate resolution of her complaints, Dr. Fenn recommended the following surgical procedures: (1) arthroscopy and synovectomy of the left knee; and (2) arthroscopy and synovectomy of the right shoulder. With respect to the lumbar spine, Dr. Fenn recommended epidural steroid injections and/or radiofrequency ablations as both diagnostic and therapeutic tools to address Ms. Sonnier's persistent lower back pain.

At trial, Dr. Fenn additionally opined that Ms. Sonnier presented as "stoic", *i.e.*, that she did not dramatize or exaggerate the injuries she described, and noted the presence of symptoms consistent with post-traumatic stress disorder attributable to the accident. Dr. Fenn further testified that, in his professional medical opinion, Ms. Sonnier was not being untruthful regarding her reported condition. This Court finds that assessment well-supported by the entirety of the record.

#### *Analysis of Injuries and Future Medical Needs*

Dr. Fenn's unrebutted testimony established the medical necessity of arthroscopic procedures to both the right shoulder and left knee. These recommendations followed more than two years of conservative care, during which Ms. Sonnier dutifully complied with her physician's directives, attending physical therapy, performing home exercises, and presenting for follow-up appointments on a consistent and ongoing basis. The progressive nature of her complaints, including the eventual radiation of right shoulder pain into the right elbow and the

development of left knee swelling, only fortifies the clinical basis for Dr. Fenn's surgical recommendations.

Regarding the lumbar spine, the MRI findings of disc bulging at L4-5 and L5-S1 furnish objective radiological support for Ms. Sonnier's subjective complaints of lower back pain. Dr. Fenn recommended epidural steroid injections and/or radiofrequency ablations as both diagnostic and palliative tools to address those complaints. The Court notes that Dr. Fenn placed no specific temporal limitation on the anticipated duration of Ms. Sonnier's need for these procedures. Given the nature of these interventions as temporary pain-relief modalities, and the absence of any surgical resolution to date, this Court finds it more probable than not that Ms. Sonnier will require repeated treatments of this variety for the foreseeable future.

Ms. Sonnier was born on August 27, 2001, rendering her twenty-two (22) years of age at the time of the accident and twenty-four (24) years of age at the time of trial. She has a substantial remaining life expectancy over which these injuries and their sequelae will continue to affect her daily functioning, her recreational pursuits, and her vocational capabilities. Dr. Fenn opined that some degree of permanent impairment and disability would remain with Ms. Sonnier for the duration of her life. This Court accepts that opinion as credible, persuasive, and consistent with the objective medical evidence of record.

Furthermore, this Court finds that Ms. Sonnier credibly testified to the genuine difficulties and meaningful limitations that her injuries have imposed upon her daily life. Her candor and consistency throughout trial, corroborated by Dr. Fenn's clinical observations, provide this Court with a sound evidentiary foundation upon which to assess general damages.

*Credibility and Qualifications of Dr. Paul Fenn*

The City of Natchitoches presented no contrary medical testimony, no competing expert opinion, and no medical evidence of any kind to rebut the testimony of Dr. Paul Fenn. This Court finds Dr. Fenn to be a qualified and credible medical expert whose testimony is entitled to substantial weight. The defense called no witness, lay or expert, to challenge, contradict, or otherwise undermine the medical evidence presented by Plaintiff regarding Ms. Sonnier's past injuries, current condition, or future medical needs. *See Lirette v. State Farm Ins. Co.*, 563 So.2d 850, 853 (La.App. 1 Cir. 1990) (recognizing that uncontradicted expert testimony, if credible, may be accepted by the trier of fact as establishing the facts to which it is directed).

*The Court's Observations Regarding the Defense's Post-Trial Memorandum*

This Court is compelled to address, directly and without equivocation, several matters raised in the post-trial memorandum submitted by defense counsel, Mr. Alex J. Washington, on behalf of the City of Natchitoches. These matters cannot pass without the Court's firm and considered response, as they reflect a characterization of the procedural history of this litigation that this Court finds inaccurate, misleading, and in certain respects, an affront to the integrity of this Court and these proceedings.

Mr. Washington's post-trial memorandum advances the following assertions:

*The Plaintiff's attorney failed to disclose certain aspects of [Dr. Fenn's] findings prior to the discovery cut-off date. Despite this lack of transparency, the Court allowed the doctor to testify regarding the Plaintiff's purported need for surgery. The Defense maintains that this late disclosure prejudiced the Defense's ability to properly vet the expert's history.*

Defendant's Post-Trial Memorandum, p. 1, ¶5.

This Court rejects that characterization in its entirety and in the strongest possible terms. To the extent that Mr. Washington's post-trial memorandum may be read as an attempt to preserve for the record an objection that was never made on the record at trial, this Court is not persuaded and declines to treat those assertions as having any procedural effect.

The record is unambiguous. Dr. Paul Fenn was identified by name on Plaintiff's timely-filed pre-trial memorandum as a witness to be called at trial, with the explicit designation that he is Ms. Sonnier's treating physician who would testify regarding "treatment, diagnosis and prognosis." That designation placed the City of Natchitoches on full and fair notice of Dr. Fenn's identity, role, and anticipated subject matter well in advance of trial. Moreover, it was established on the record during the pre-trial conference conducted immediately before trial commenced, without objection from Mr. Washington, that defense counsel had actual knowledge of Dr. Fenn's documentation concerning future surgical and medical expenses as early as March 13, 2026, the date on which Plaintiff's counsel, at the specific request of defense counsel, transmitted those documents directly to the City's insurance adjusters at Travelers Indemnity Company. That defense counsel thereafter failed to follow up with his client's own adjusters to review the contents of those documents is a failure of his own making, not a deficiency attributable to Plaintiff's disclosures. *See* La.Code Civ.P. art. 1425 (establishing the framework for expert witness disclosure in Louisiana civil proceedings).

Perhaps most telling is what defense counsel elected not to do. Despite having full and timely knowledge of Dr. Fenn's existence, identity, and role as Ms. Sonnier's treating and presiding physician, the City of Natchitoches chose at no point during the entirety of the discovery period to depose him. The deposition of

a treating physician is among the most fundamental investigative tools available to civil defense counsel, and its utility here would have been obvious. The decision to forgo that deposition entirely, and to forgo retaining any competing medical expert, rests wholly with defense counsel. It is not a basis upon which to seek relief from this Court, and it most assuredly is not a basis upon which to assign fault to Plaintiff's counsel or to this Court. *See* La.Code Civ.P. arts. 1421, 1441 (providing broad discovery rights, including the right to depose any person with knowledge of relevant facts).

Against this backdrop, defense counsel e-filed at 6:58 a.m. on the morning of trial a Motion in Limine/Motion to Strike seeking to exclude Dr. Fenn's testimony and related documentation regarding future medical costs. The motion was filed without a proposed order and without a supporting memorandum, in direct contravention of district court rules, which require that such motions be filed no fewer than fifteen days before the noticed hearing date and be accompanied by a supporting memorandum. *See* District Court Rule 9.9. The motion was taken up on the record at the outset of trial. Prompted by Plaintiff's counsel, both parties presented to this Court a compromise for its consideration and acceptance: Plaintiff's counsel agreed that no documentary evidence pertaining to future surgical or medical costs would be introduced into the evidentiary record, while Dr. Fenn's right to testify to future medical costs based on his own knowledge and clinical opinion was expressly preserved. This Court accepted that compromise and the motion was thereby fully and finally resolved without further ruling. The Court notes that a motion e-filed approximately ninety minutes before the Clerk's Office opened on the morning of trial, without a supporting memorandum or

proposed order, falls well short of the standard of practice this Court expects of counsel appearing before it.

With the foregoing procedural history firmly established, this Court turns to what it regards as the most troubling assertion in defense counsel's post-trial memorandum, that the "defense was successful in its motion to preclude documents and testimony related to future surgical or medical costs." Defendant's Post-Trial Memorandum, p. 3, ¶6. That assertion is misleading and this Court will not permit it to stand unchallenged. The Motion in Limine/Motion to Strike was neither granted nor sustained by this Court. It was resolved by a compromise jointly offered by counsel and accepted by this Court, a compromise that, it bears repeating, expressly preserved Dr. Fenn's right to testify to future medical costs. There was, therefore, no "success" on the motion; testimony regarding future surgical and medical costs was not precluded. For defense counsel to suggest otherwise is inaccurate. To go further, as Mr. Washington does, and assert that "the Court allowed the doctor to testify regarding the Plaintiff's purported need for surgery" despite a claimed "lack of transparency" is an unwarranted imputation of negligence to this Court that this Court firmly rejects. This Court takes that characterization seriously and rejects it without reservation. *See* La. C.E. art. 103 (addressing the preservation of rulings on evidentiary matters and the necessity of an accurate record).

This Court further observes that a post-trial memorandum is not a proper vehicle through which counsel may relitigate or reargue a motion that has been fully resolved on the record. The purpose of post-trial briefing is to assist the Court in evaluating the evidence presented at trial and the applicable law, not to afford counsel a second bite at pressing arguments already presented, heard, and

resolved by agreement of the parties. Once counsel stipulated to the resolution of the pending motions and this Court accepted that stipulation, the matter was closed for purposes of this proceeding. Defense counsel's decision to reprise the substance of those motions in his post-trial memorandum is procedurally improper, and this Court declines to afford those arguments any additional weight or consideration. To hold otherwise would render the Court's acceptance of agreed resolutions advisory rather than final and would effectively reward the use of post-trial briefing as an instrument to relitigate what counsel agreed to resolve. This Court will not sanction that approach. *See* La.Code Civ.P. art. 1636 (providing that evidentiary issues must be preserved through contemporaneous objection; post-trial briefing is not a substitute for timely and proper objection or motion practice).

The Court's function as gatekeeper of expert testimony is a responsibility this Court discharges with the utmost seriousness. *See Daubert v. Merrell Dow Pharms., Inc.*, 509 U.S. 579 (1993); *State v. Foret*, 628 So.2d 1116, 1123 (La. 1993) (adopting the *Daubert* framework in Louisiana). However, that gatekeeping function is properly exercised through timely, procedurally compliant motions that afford the Court and opposing counsel adequate notice and an opportunity to respond, not through a motion filed without a memorandum, without a proposed order, and without adequate notice, in the dawning hours of the morning of trial. The invocation of this Court's gatekeeping authority cannot serve as a remedy for counsel's own failure to conduct timely discovery. This Court will not permit that authority to be used as an instrument of last resort to undo litigation decisions that counsel declined to make during the months of discovery that preceded this trial.

*Quantum of Damages*

Based upon the oral testimony of Ms. Elaina Sonnier and Dr. Paul Fenn, the medical records and bills admitted into evidence, and the written and oral legal arguments of counsel, this Court finds the following awards to be fair, just, and appropriately compensatory under Louisiana law. *See* La.Civ.Code art. 2315; *Youn v. Maritime Overseas Corp.*, 92-C-3017, 623 So.2d 1257, 1261 (La. 9/3/93) (instructing that the trier of fact is afforded great discretion in assessing the elements of general damages, which by their nature do not lend themselves to mathematical certainty).

Past Physical Pain and Suffering:	\$25,000.00
Future Physical Pain and Suffering:	\$25,000.00
Past Mental Anguish:	\$25,000.00
Future Mental Anguish:	\$25,000.00
Past Loss of Enjoyment of Life:	\$25,000.00
Future Loss of Enjoyment of Life:	\$25,000.00
Permanent Impairment of Bodily Function:	\$50,000.00
Total Past Medical Bills:	\$24,411.00
Future Medical Bills:	\$75,000.00
<b>TOTAL JUDGMENT:</b>	<b>\$299,411.00</b>


The foregoing award reflects this Court's considered assessment of the full measure of Ms. Sonnier's compensable losses, both past and future. Legal interest shall run from the date of judicial demand until paid. *See* La.R.S. 13:4203.

## CONCLUSION

For all of the foregoing reasons, and upon consideration of the complete evidentiary record developed at trial, the applicable provisions of Louisiana law, and the arguments of counsel, this Court enters judgment in favor of Plaintiff, Elaina Somnier, and against Defendant, City of Natchitoches, in the amounts set forth herein, together with legal interest from the date of judicial demand until paid, and for all costs of these proceedings. *See* La.Code Civ.P. art. 1920; La.R.S. 13:4203.

**WRITTEN REASONS DONE AND SIGNED** in Chambers, in the City and Parish of Natchitoches, and State of Louisiana, on this, the 10 day of

June, 2026.

  
**HON. DESIREE DUHON DYESS**  
**DISTRICT COURT JUDGE**  
**DIVISION A**