

**BOARD OF TAX APPEALS
STATE OF LOUISIANA
GARRETT W. BURROUGHS**

VERSUS

BTA DOCKET NO. 14246C

**DEPARTMENT OF REVENUE,
STATE OF LOUISIANA**

JUDGMENT WITH WRITTEN REASONS

This matter came before the Board for hearing on Cross-Motions for Summary Judgment on November 5, 2025. Presiding at the hearing were Chairman Francis J. “Jay” Lobrano and Vice-Chair Judge Lisa Woodruff-White. Appearing before the Board were Miranda Scroggins, attorney for the Department of Revenue, State of Louisiana (“Department”) and Garrett W. Burroughs (“Petitioner”), representing himself. At the conclusion of the hearing, the Board took the matter under advisement. In accordance with the attached Written Reasons, the Board now renders the following Judgment:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Petitioner’s Motion for Summary Judgment is **DENIED**.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Department’s Cross-Motion for Summary Judgment is **GRANTED**.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Judgment is rendered in favor of the Department and against the Petitioner.

**JUDGMENT RENDERED AND SIGNED AT BATON ROUGE,
LOUISIANA, THIS DAY DECEMBER 4, 2025.**

FOR THE BOARD:



**FRANCIS J. “JAY” LOBRANO, CHAIRMAN
LOUISIANA BOARD OF TAX APPEALS**

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WRITTEN REASONS FOR JUDGMENT

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Facts:

On January 3, 2025, the Department issued two Notice(s) of Assessment and Notice of Right to Appeal to the Louisiana Board of Tax Appeals to the Petitioner for the 2020 Tax Year and the 2021 Tax Year (collectively, the “Tax Years at Issue”), reflecting outstanding individual income tax, interest, and penalties in the amount of \$8,568.24¹ for the 2020 Tax Year (“2020 Assessment”), and \$9,404.87 for the 2021 Tax Year (“2021 Assessment”) (collectively, the “Assessments”).

During the Tax Years at Issue, Petitioner was a resident of Mississippi earning Louisiana-sourced income. Petitioner’s employer, Chet Morrison Services, LLC, a Louisiana corporation, issued W-2’s to the Petitioner that reflected income taxable by Louisiana. However, Chet Morrison Services, LLC did not withhold or remit the Louisiana income tax reflect on the W-2’s.

¹ After application of a \$2.00 payment, discussed *infra*.

The Petitioner's summary judgment evidence consisted of a Final Affidavit of Status and Performance, IRS Forms 56 Notice Concerning Fiduciary Relationship, Durable Power of Attorney, and Notice to Person Accepting the Appointment as Attorney-in-Fact, a UCC-1 Financing Statement, correspondence between the Petitioner and the Department, copies of the Assessments with annotations written by the Petitioner, photocopies of two \$1.00 bills paid by the Petitioner to the Department, an Official Receipt for payment of \$2.00 from the Department, the Department's Answer filed in this matter, Petitioner's Memoranda, Petitioner's Discovery Requests, the Department's Responses to Discovery, Petitioner's Responses to the Department's Discovery Requests, and an Affidavit of Fee Schedule.

The Discovery Requests and Responses reflect that during the Tax Years at Issue:

Petitioner worked as a Supply Boat Captain with over 20 years of experience in the maritime industry. His job duties included: overseeing the navigation and operation of vessels that supply offshore oil rigs; ensuring compliance with maritime laws and safety regulations; managing vessel crew and on-deck operations; performing inspections and maintenance of ship equipment; coordinating logistics for cargo transport and supply chain continuity between port and rig locations; maintaining accurate vessel logs and safety records; and ensuring all cargo, crew, and vessel procedures met Coast Guard and port authority standards.

Chet Morrison Services, LLC issued letters allocating Petitioner's income based on where it was earned. For the 2020 Tax Year, Petitioner's W-2 income was \$145,620.09, \$29,195.89 of which was earned in Houma, Louisiana. For the 2021 Tax Year, Petitioner's W-2 income was \$130,019.33, \$43,008.94 of which was earned in Houma, Louisiana. As stated above, the Department only assessed tax on the income allocated to Louisiana. Furthermore, Petitioner concedes that the Assessments are made on income subject to Louisiana income tax. He also admits that he did not file Louisiana income tax returns for the Tax Years at Issue. Instead, Petitioner argues that he "accepted the Department's bill for tax years 2020 and 2021 and tendered payment in lawful money of the United States, pursuant to 12 U.S.C. § 411 and La. R.S. § 10:3-603, through a valid negotiable instrument."

A letter from the Petitioner accompanies his UCC-1 Financing Statement. The letter states:

This filing supports the Petitioner's legal standing to redeem lawful money and assert control over financial obligations. It backs the negotiable instrument tendered to the Louisiana Department of Revenue in 2020 and 2021, and demonstrates that no valid rebuttal or superior claim has been filed in return. As no party has contested this secured claim since 2020, it remains active and in force under UCC Article 9.

Petitioner reserves all rights without prejudice under UCC 1-308 and 12 USC § 411.

The UCC-1 Financing Statement describes collateral and a secured party as follows:

GARRETT WAYNE BURROUGHS; NON-ADVERSE; NON-BELLIGERENT; NON-COMBATANT PARTY IS THE DEBTOR/BAILEE; Garrett-Wayne: Burroughs TRUSTNON-ADVERSE; Non-Belligerent; Non-Combatant Party is the Secured Party/Bailor. All property of the DEBTOR now belongs to the Secured Party, Title 46 USC 31343 and Article I and 5 of the International Convention on Maritime Liens and Mortgages 1993, Held at the Palis Des Nations, Geneva, From April 19 to May 5, 1992 United Nations (UN). This Maritime Lien is under safe harbor and sinking funds provisions through the prescription of Law of Necessity and the doctrines of unconscionably and La Mort Saisit Le Vif in accordance with Applicable Law, Cardinal Orders, Ordinal Orders, and Commercial Standards. In Summation Inclusive Collateral Security list as follows:

The Secured Party, Garrett-Wayne: Burroughs, is a living flesh flesh [sic] and blood human being upon the land/ground/soil of the land known as Mississippi, and not within fictional boundaries, territories nor jurisdiction of any entity including fictional Federal geometric plane(s). Trespass by any agent(s) foreign or domestic by such in any scheme or artifice to defraud.

The tender and instrument that the Petitioner claims are supported by the UCC-1 Financing Statement, and by which Petitioner claims to have satisfied his liabilities to the Department, are the two \$1.00 bills remitted by the Petitioner to the Department and the Petitioners' copies of the Assessments with his notations that he sent to the Department.

On the 2020 Assessment, Petitioner wrote "PAY TO THE ORDER OF GARRETT BURROUGHS." In the space where the recipient is directed to write the amount of payment enclosed, Petitioner wrote "-39,641.00," i.e. a negative liability of "THIRTY NINE THOUSAND SIX HUNDRED FORTY ONE DOLLARS."

Additionally, Petitioner wrote "REGISTERED OWNER: Garrett W Burroughs." Petitioner wrote the same statements and filled in the same negative liability amount on the 2021 Assessment.

It is unclear how the Petitioner calculated the negative \$39,641.00 figures for the Tax Years at Issue. Nothing in the competent summary judgment evidence suggests that Petitioner made any kind of overpayment that would result in a refund. The only payment evidenced is the \$2.00 in cash, described above. The Department factored that payment into its calculations before it issued the Assessments.

Discussion:

The issue presented is whether Petitioner legally satisfied his liability to the Department by tendering \$2.00 and then mailing the annotated Assessments to the Department. Petitioner relies primarily on "12 U.S.C. § 411 and La. R.S. § 10:3-603." However, the Board finds no support in those statutes or other laws for the Petitioner's position.

12 U.S.C. § 411

12 U.S.C. § 411 states:

Issuance to reserve banks; nature of obligation; redemption

Federal reserve notes, to be issued at the discretion of the Board of Governors of the Federal Reserve System for the purpose of making advances to Federal reserve banks through the Federal reserve agents as hereinafter set forth and for no other purpose, are authorized. The said notes shall be obligations of the United States and shall be receivable by all national and member banks and Federal reserve banks and for all taxes, customs, and other public dues. They shall be redeemed in lawful money on demand at the Treasury Department of the United States, in the city of Washington, District of Columbia, or at any Federal Reserve bank.

The provision refers to Federal reserve notes, *i.e.* dollar bills, "the common currency of the country." *MacLeod v. Hoover*, 159 La. 244, 248; 105 So. 305, 306 (1925); 12 U.S.C. § 418. The \$2.00 remitted by the Petitioner were certainly common currency, but that payment is not in dispute. The \$2.00 payment was undisputedly accepted by the Department and credited to the Petitioner.

The Petitioner's notated Assessments, on the other hand, are not federal reserve notes. They are not "in form and tenor as directed by the Secretary of the Treasury" under the provisions of the Federal Reserve System, nor do they "bear the distinctive numbers of the several Federal reserve banks through which [federal reserve notes] are issued." 12 U.S.C. § 418 (substitution added). Thus, 12 U.S.C. § 411 does not support the Petitioner's position.

The Petitioner also cannot rely on La. R.S. 10:3-603. La. R.S. 10:3-603 is found in Louisiana's U.C.C. – Negotiable Instruments statutes. The provision states:

Tender of Payment

(a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

(c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

Nothing in this provision provides for the satisfaction of tax liabilities.

La. R.S. 10:3-603 deals with tendering payment in commercial contracts. The Petitioner did not enter into a contract with the Department by writing notations on the Assessment. Moreover, it is "well settled that laws regulating the collection of taxes are *sui generis*," i.e. in a class of their own, and are not superseded by other statutory schemes. See *Church Point Wholesale Beverage Co., Inc. v. Tarver*, 614 So.2d 697, 708 (La. 1993) (differentiating taxing statutes from traditional Civil Code articles). Thus, La. R.S. 10:3-603 does not supersede Louisiana's tax statutes in tax matters.

The applicable tax statute that specifies how taxes may be paid is La. R.S. 47:105(G), "Form of payment," which states, "[a]ll payments of taxes under this Chapter shall be made payable to the collector of revenue; and the amount may be paid by check, bank draft, post office money order, express money order, electronic funds transfer, or credit or debit cards." The annotated Assessments are not an acceptable form of payment for the satisfaction of tax liabilities. Petitioner's summary judgment evidence does not evidence payment by any other means. Accordingly, the Petitioner has not satisfied the outstanding liabilities shown on the Assessment.

Conclusion

For the foregoing reasons, the Board will uphold the Assessment. The competent summary judgment evidence shows that the Petitioner paid only \$2.00 towards his liabilities. That payment was credited to the 2020 Tax Year and is reflected on the 2020 Assessment. The Petitioner does not dispute his liability but merely argues that it has been satisfied. However, the Petitioner did not discharge his liability by writing a negative balance on the Assessments and mailing them back to the Department with a demand for payment. Accordingly, the Department is entitled to summary judgment in its favor, and the Petitioner is not entitled to summary judgment.

SIGNED AT BATON ROUGE, LOUISIANA, DECEMBER 4, 2025.

FOR THE BOARD:



**FRANCIS J. "JAY" LOBRANO, CHAIRMAN
LOUISIANA BOARD OF TAX APPEALS**