

SETTLEMENT AGREEMENT

This Settlement Agreement (“the Agreement”) is being executed on the dates and in the places reflected below, and in the presence of notaries and the undersigned competent witnesses subscribed below. It was made and entered into in July 2023, and is effective as of the date of the last signature reflected on the signature pages of this document, which shall be considered as the “Effective Date” of all provisions contained herein. The Agreement is made and entered into by and between the parties that sign this Agreement that will include some or all of the following:

- Plaintiff, Ascension Properties, Inc. (“Ascension Properties”), a Louisiana Corporation domiciled in Ascension Parish, which is represented herein by its duly authorized representative, Chris Ingram;
- Livingston Parish Government, a body politic and corporate, with authority to sue and be sued, which acts through the Livingston Parish Council, and which is represented herein by its President, Layton Ricks;
- Randall Delatte, a major resident and domiciliary of the Parish of Livingston, State of Louisiana, whose residential address is 23801 Leader Road, Maurepas, Louisiana 70449;
- Erin Sandefur, a major resident and domiciliary of the Parish of Livingston, State of Louisiana, whose residential address is 24411 Oma Harris Lane, Denham Springs, Louisiana 70726;
- Gerald McMorris, a major resident and domiciliary of the Parish of Livingston, State of Louisiana, whose residential address is 18996 Bill Wise Road, Livingston, Louisiana 70754;
- Shane Mack, a major resident and domiciliary of the Parish of Livingston, State of Louisiana, whose residential address is 29863 Amvets Road, Albany, Louisiana 70711; and
- John Wascom, a major resident and domiciliary of the Parish of Livingston, State of Louisiana, whose residential address is 522 Centerville Street, N.E., Denham Springs, Louisiana 70726;

The above-described individuals and entities shall be considered the “Parties” to the Agreement and may be referred to individually as a “Party”.

RECITALS

1. WHEREAS Ascension Properties, Inc. is currently a party to one or more separate contracts pursuant to which it is entitled to acquire and develop certain real estate located in Livingston Parish (hereafter, sometimes the “Property”), which is further described as follows:

A CERTAIN TRACT OF LAND SITUATED IN THE PARISH OF LIVINGSTON, TOWNSHIP 7 SOUTH, RANGE 2 EAST, CONTAINING SECTIONS 64 AND 65 AND THE REMAINDER OF SECTIONS 44 AND 45, GREENSBURG LAND DISTRICT, STATE OF LOUISIANA, BOUNDED ON THE WEST BY THE AMITE RIVER, BOUNDED ON THE EAST BY A 200’ OVERHEAD ELECTRIC SERVITUDE, CONTAINING APPROXIMATELY 1,354 ACRES, EXCLUDING 3.5 ACRES IN THE NORTHEAST CORNER THAT HAS NO LESS THAN 284’ FRONTAGE ALONG LA HWY 1032 (4-H CLUB ROAD), A PORTION OF PARCEL NUMBER 0204792 IN THE LIVINGSTON PARISH TAX ASSESSOR SYSTEM;

2. WHEREAS Ascension Properties began efforts to obtain certain approvals from the Livingston Parish Planning and Zoning Commission and/or the Livingston Parish Council in early 2022;
3. WHEREAS Ascension Properties obtained approval for a Preliminary Plat that was submitted to the Planning and Zoning Commission in advance of a meeting that occurred on or about May 4, 2022 (hereafter sometimes “Preliminary Plat 1”);
4. WHEREAS an updated version of the Preliminary Plat was again approved (one year later) by the Planning and Zoning Commission on May 4, 2023 (hereafter sometimes “Preliminary Plat 2”);
5. WHEREAS Ascension Properties obtained approval of the Preliminary Plat 1 from the Livingston Parish Council on or about June 23, 2022, and said approval was confirmed in Livingston Parish Resolution 22-245;
6. WHEREAS Ascension Properties received approval from the Livingston Parish Government consistent with the Preliminary Plat reflecting the proposed layout and development of the subject property on multiple occasions;
7. WHEREAS Ascension Properties contends that the adoption and/or approval of the Preliminary Plat carried legal effect pursuant to La. R.S. 33:113 and, specifically, that the approvals by the Livingston Parish Planning and Zoning Commission legally amended the comprehensive master plan of Livingston Parish as is reflected in the Preliminary Plats that were approved for the Property;
8. WHEREAS Ascension Properties contends that the adoption and/or approval of the Preliminary Plats carried legal effect pursuant to La. R.S. 33:101.1, *et seq.*, and La. R.S. 33:113, such that the Livingston Parish Planning and Zoning Commission should have recommended that any zoning regulation applicable to the Property be in conformity with the approved Preliminary

Plats, and such that any zoning regulation or restriction imposed on the Property by the Livingston Parish Council should have been in conformity with the previously approved Preliminary Plats;

9. WHEREAS the Preliminary Plats approved as described herein contains 2023 residential lots, three commercial tracts identified as COM-1, COM-2, and COM-3, and one multi-family tract identified as APT-1;
10. WHEREAS Ascension Properties incurred substantial fees and expenses after it obtained approvals of its Preliminary Plat in May 2022 and June 2022;
11. WHEREAS Ascension Properties reasonably relied upon the previously obtained approvals;
12. WHEREAS uncertainty presently exists regarding whether certain zoning and/or property rights vested for the Property that is the subject of the Preliminary Plat by virtue of the expenses incurred by Ascension Properties after it received its approvals;
13. WHEREAS uncertainty presently exists regarding what version of Livingston Parish's ordinances and existing administrative and planning requirements apply to the Property;
14. WHEREAS the Preliminary Plat 1, which was approved on May 4, 2022 and June 23, 2022, facially and expressly provides that "THIS PRELIMINARY PLAT IS BASED ON THE LIVINGSTON PARISH CODE OF ORDINANCES FOR PLANNING & DEVELOPMENT HAVING A REVISION DATE OF 1/19/22";
15. WHEREAS Livingston Parish Code § 1-13 (a)(17) provides that "[n]othing in this Code or in the ordinance adopting this Code shall be construed to repeal or otherwise affect the validity of ... [a]ny ordinance or resolution dedicating or accepting any specific subdivision plat";
16. WHEREAS Ascension Properties contends that Livingston Parish's ordinances are ambiguous and, at a minimum, unclear in some respects;
17. WHEREAS certain questions arose after the Livingston Parish Planning and Zoning Commission met on or about May 4, 2023, regarding whether the Preliminary Plat submitted on behalf of Ascension Properties should have included a fourth entrance and/or a fourth point of ingress and egress from the development;
18. WHEREAS Ascension Properties contends that its Preliminary Plats, including its Preliminary Plat 1 and Preliminary Plat 2, met or exceeded all requirements in force at the time its Preliminary Plats were approved and at all material times thereafter, including but not limited to requirements of the Livingston Parish Code of Ordinances, and further including but not limited to all valid and properly enacted subdivision, development, and zoning regulations (if any);
19. WHEREAS Ascension Properties contends that a fourth entrance for its updated Preliminary

Plat 2, which went before the Livingston Parish Planning and Zoning Commission on or about May 4, 2023, was unnecessary; and WHEREAS the Engineering Review Agency and Parish Planning Staff did not make any formal written comments during the formal comment period indicating that a fourth entrance was required; and WHEREAS uncertainty exists regarding whether a fourth entrance is or was necessary or required; and WHEREAS Ascension Properties submitted a revised Preliminary Plat 2 on or about June 8, 2023 that includes a fourth entrance, notwithstanding the fact that its Preliminary Plat 2 was approved on May 4, 2023;

20. WHEREAS Ascension Properties and/or Livingston Holdings, L.L.C. previously submitted a proposed simple resubdivision for the Property that is presently under review by the Livingston Parish Planning Department;
21. WHEREAS, pursuant to its Home Rule Charter, the Livingston Parish Council enacted Livingston Parish Ordinance 22-65 on or about January 12, 2023, which facially empowers the Council to zone or re-zone individual pieces of property without involvement from the Planning and Zoning Commission, and, more specifically, that Ordinance 22-65 expressly states that notwithstanding other requirements applicable to re-zoning or zoning changes, during the initial 365-day transition period for the implementation of the efforts to implement zoning ordinances, the Council may change the zoning designation of a particular property or properties at the request of the owner, Planning and Zoning Commission, or a Council person by a Resolution offered at any Council meeting;
22. WHEREAS on or about June 1, 2023, Livingston Holdings, L.L.C. submitted a formal written request that certain property it owns described as Livingston Parish Assessor Parcel No. 0204792 be zoned in a manner identical to the zoning district designations described hereinbelow; and WHEREAS the request was addressed to all Council Representatives and received on June 1, 2023; and WHEREAS the request was for the Parish Council to zone said property in a manner consistent with prior approvals;
23. WHEREAS Livingston Parish Ordinance 22-65 specifically and expressly states that for changes recommended during the initial 365-day transition period, the requirements for advertisements and public meetings are waived during the transition period, which shall extend up until December 31, 2023 (the "Transition Period");
24. WHEREAS this Agreement is and/or was entered into during the Transition Period;
25. WHEREAS Ordinance 22-65 was signed and enacted into law, in part, to allow the Livingston Parish Council flexibility regarding zoning decisions and changes based on the inherent understanding that changes would necessarily need to be made and/or would be warranted based on the heightened timetable pursuant to which zoning ordinances were implemented;
26. WHEREAS the Livingston Parish Planning and Zoning Commission and the Livingston Parish Council accounted for health, safety and welfare concerns when the Preliminary Plats relative to the Property were approved on May 4, 2022, June 23, 2022, and May 4, 2023, respectively;

27. WHEREAS Ascension Properties filed that certain Complaint styled as *Ascension Properties, Inc. v. Livingston Parish Government, Randall Delatte, Erin Sandefur, Gerald McMorris, Jeff Ard, Shane Mack, and John Wascom*, United States District Court for the Middle District of Louisiana, Case 3:23-cv-00340-SDD-EWD (filed 5-4-23) (hereafter referred to as the “Litigation”);
28. WHEREAS the Litigation includes claims asserted by Ascension Properties against Livingston Parish Government, Randall Delatte, Erin Sandefur, Gerald McMorris, Shane Mack, and John Wascom (hereafter sometimes the “Defendants”) for injunctive relief, declaratory relief, compensatory damages, punitive damages, and reimbursement of attorneys’ fees;
29. WHEREAS Ascension Properties contends in the Litigation that there is a real and justiciable controversy regarding the validity and application of Livingston Parish Ordinance 23-05, which was enacted on or about February 9, 2023, such that relief is warranted pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. § 2201-2202;
30. WHEREAS Ascension Properties seeks redress and relief in the Litigation for the alleged deprivation by Livingston Parish Government and/or the Individual Defendants of its rights, privileges, and immunities secured by the Fifth and Fourteenth Amendments of the United States Constitution and 42 U.S.C. § 1983, *et seq.*, said deprivations of Ascension Properties’ rights by the Defendants being at all times under color of state law and in violation of Ascension Properties’ rights, although Defendants lacked authority to enact Ordinance 23-05, and that Ascension Properties’ damages include but are not limited to out-of-pocket expenses, mental and emotional damages, and attorneys’ fees;
31. WHEREAS Ascension Properties’ claims in the Litigation include claims seeking a money judgment in its favor and against Randall Delatte, Erin Sandefur, Gerald McMorris, Shane Mack, and John Wascom in their individual capacities for punitive damages for actions outside the scope of their legal authority that were carried out individually and with what Ascension Properties contends was a reckless and callous disregard for state and local laws and thus, by extension, Ascension Properties’ federally protected constitutional rights;
32. WHEREAS Ascension Properties’ claims in the Litigation include claims that Livingston Parish Ordinance 23-05, which was adopted on or about February 9, 2023, is unconstitutional and/or unconstitutional as applied, for various non-exclusive reasons including but not limited to the following:
 - A. For all the reasons articulated in the Complaint;
 - B. Because the Council was unauthorized to enact Ordinance 23-05 and/or the zoning map contained therein given the legal prerequisites contained in the Livingston Parish Ordinances and Louisiana Revised Statutes, including but not limited to Livingston Parish Ordinance 22-65;

- C. Because the Council enacted it without first holding public hearings and/or meetings before the Planning and Zoning Commission as required by the Livingston Parish Ordinance and/or Louisiana Revised Statutes, including but not limited to Livingston Parish Ordinance 22-65;
 - D. Because proper notice of the proposed zoning ordinance was not first published as required by law, namely La. R.S. 33:4780.43;
 - E. Because it was passed in violation of state and local laws;
 - F. Because it was passed in a manner that abridged Plaintiff's constitutionally protected right to procedural due process;
 - G. Because it was passed in a manner that abridged Plaintiff's constitutionally protected right to substantive due process considering the decision to enact Ordinance 23-05 was arbitrary, capricious, without probable cause, and objectively unreasonable;
 - H. Because the Council was without power or jurisdiction to enact the ordinance considering the prerequisites were not satisfied; and
 - I. Because enacting the Ordinance was an unreasonable and excessive use of police power.
33. WHEREAS, without conceding fault, liability, or the validity of any claim alleged by any Party, some or all of the Parties now desire to settle, fully and finally, all claims raised in the Litigation;
34. WHEREAS a preliminary injunction trial is currently scheduled in the Litigation for August 22-23, 2023;
35. WHEREAS, Ascension Properties' claims in the Litigation include a claim for attorneys' fees pursuant to a statute, and WHEREAS Ascension Properties' attorney fees are increasing daily and are expected to significantly increase if this matter proceeds to a preliminary injunction trial on August 22-23, 2023; and WHEREAS Ascension Properties agrees herein to dismiss its claims for attorneys' fees against the Livingston Parish Government, and, if the conditions contained herein are met, against other defendants, as provided for hereinbelow;
36. WHEREAS the Parties desire to enter into this Agreement regarding various development requirements and development and planning details for the purpose of maximizing efficient utilization of resources at the least economic cost to the public, while simultaneously avoiding future litigation;
37. WHEREAS the Livingston Parish Council intends in the future to zone the Property in a manner that is consistent with the Preliminary Plats that were previously approved pursuant to Livingston Parish Ordinance 22-65, Livingston Parish Code section 117, *et seq.*, and/or its Home Rule Charter;
38. WHEREAS Ascension Properties has a legal, contractual, and/or equitable interest in the

Property relative to development of said Property by virtue of its contract;

39. WHEREAS changes to plats and construction details in connection with real estate developments are reasonable and customary;
40. WHEREAS Livingston Parish Ordinance 125-68(d)(5) (2/7/23) reflects substantial changes that are under consideration for a possible change, and Livingston Parish Ordinance 125-13(b)(6) of Development Code (1/19/22) allowed more flexibility for changes and alterations and is arguably necessary for minor and customary changes;
41. WHEREAS Ascension Properties has no objection to adding a fourth entrance to the subject development as is reflected on its revised Preliminary Plat 2 submitted on June 8, 2023.

PRELIMINARY PROVISIONS

THE PARTIES HEREBY AGREE THAT:

42. No error or omission in the factual statements contained in the above in the “Recitals” shall constitute grounds to challenge the validity or enforceability of the Agreement;
43. The above “Recitals” are hereby explicitly incorporated into the terms of the Agreement;
44. It is expressly agreed that the intent of the Agreement is to resolve and settle all claims between the Parties who choose to execute this Agreement, and where ambiguity or conflict exists, the Agreement shall be construed to give it the intended effect;
45. If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain valid, enforceable, and in effect, provided that the expressed intent of the Agreement is not materially hindered;
46. The Agreement shall not be binding on or effective against any Party until it has been signed by the respective parties necessary to form an agreement. For the sake of clarity:
 - a. Upon the signature of Ascension Properties, a majority of the members of the Livingston Parish Council, and the Livingston Parish President, the Agreement shall be considered consummated and binding relative to Ascension Properties and the Livingston Parish Government; for the sake of clarity, if a majority of the Livingston Parish Council members sign this Agreement, then it will constitute an acceptance of the terms in this Agreement by the Livingston Parish Council;
 - b. Upon the signature of Ascension Properties and (i) a majority of the members of the Livingston Parish Council and (ii) the Livingston Parish President, and (iii) any individual named as a defendant individually in the Litigation, the Agreement shall be

considered consummated and binding relative to Ascension Properties and the individual signatory;

- c. If any individual named as a defendant individually in the Litigation refuses to sign this Agreement, then Ascension Properties reserves its rights to pursue any and all claims it raised in the Litigation against the individual parties refusing to sign, which shall specifically include a reservation for all claims for compensatory damages, punitive damages, claims for reimbursement of attorneys' fees, and any other claims asserted against the individuals or that may be asserted in the future against the individuals;
47. The Agreement may be executed in multiple counterparts, each of which shall be deemed an original. An electronically circulated Agreement and signature page shall be sufficient to bind the Parties to the Agreement. The Parties expressly agree that faxed signatures, scanned signatures and/or signatures on PDF (Portable Document Format) shall be deemed originals for purposes of executing and closing the Agreement;
48. While doing so is unnecessary to enforce the obligations undertaken herein, the Parties may separately agree to provide each other, via their respective counsel, with a duplicate original of this Agreement.

AGREEMENTS, RESOLUTIONS, AND COMPROMISES

THE PARTIES HEREBY RESOLVE, AGREE, AND STIPULATE THAT:

49. Livingston Parish Government (including but not limited to the Livingston Parish Council) agrees that Livingston Parish Ordinance No. 23-05 and the official zoning map attached to it, shall have no effect on, and shall not apply to, any property shown on any Preliminary Plat submitted by Ascension Properties that was previously approved by the Livingston Parish Planning and Zoning Commission or the Livingston Parish Council;
50. In accordance with Livingston Parish Ordinance 22-65, the Livingston Parish Government, including but not limited to the Livingston Parish Council, hereby agrees in the future to zone or re-zone the Property in accordance with the density and uses reflected on the color map attached hereto as Exhibit 1 and the grey-scale map attached hereto as Exhibit 2, which shall be advertised and accomplished at next available regularly scheduled Livingston Parish Council meeting. The Parties agree that the uses shown on Exhibits 1 and 2 are approved. While the Exhibits attached hereto reflect the agreed-upon zoning that will be memorialized in one or more new future zoning maps or ordinances, the Parties agree that the Property will be zoned in a manner such that it will be generally be consistent with the following:
- a. The portions of the Property reflected on the on the Preliminary Plat previously designated as single-family residential areas, including the 2023 lots, will be zoned as R3 (based on the current definition of the R3 zoning district designation that was in effect on May 4, 2023);

- b. The portions of the Property reflected on the Preliminary Plat as multi-family residential areas will be zoned as mixed use or MU (based on the current definition of the MU zoning district designation that was in effect on May 4, 2023); and
- c. The portions of the Property designated on the Preliminary Plat as future commercial developments will be zoned as mixed-use or MU (based on the current definition of the MU zoning district designation that was in effect on May 4, 2023).

In the event of any discrepancy, the future zoning will be predicated upon what is reflected in Exhibits 1 and 2.

The tracts denoted as “Hunt-1” and “Hunt-2” in the Preliminary Plats will be zoned Agricultural, although Ascension Properties agrees that any residential constructions or improvements on said tracts shall be limited to no more than two single family residences per tract. For the sake of clarity, Ascension Properties further agrees not to develop the tracts denoted as “Hunt-1” and “Hunt-2” beyond the two single family residences per tract.

- 51. Ascension Properties agrees that the density for development in all areas zoned R3 will not exceed what is reflected on the previously approved preliminary plats;
- 52. Ascension Properties agrees that the density for the multi-family tract (APT-1) will be limited to 8 units per acre and existing density requirements and will not exceed 153 units, which shall consist of only town homes and no apartments;
- 53. Livingston Parish Government shall without delay cause the Livingston Parish Council to add such rezoning of the Property as outlined herein to a future Livingston Parish Council agenda and shall officially rezone such properties at a Livingston Parish Council meeting before 12/31/23; until such a time, the uses reflected on Exhibits 1 and 2 are, if necessary, hereby approved as legal nonconforming;
- 54. Ascension Properties agrees to add a fourth “Entrance” as defined in the Code allowing a fourth point of ingress and egress to the approved plat, as is reflected on the June 8, 2023 revised Preliminary Plat 2 reflecting a fourth Entrance allowing a fourth connection and/or fourth point of ingress and egress for the subject development and/or Property that is the subject of the plat, which will tie into the proposed road network of the Nickens Lake Subdivision, 4th Filing, which was previously approved by the Livingston Parish Planning and Zoning Commission and the Livingston Parish Council and is currently under construction, where “Street 2” connects to the property line common to the Property and Nickens Lake Subdivision as is reflected on the Preliminary Plat of Nickens Lake, Fourth Filing, dated 4/18/22;
- 55. Livingston Parish Government agrees to place the revised Preliminary Plat 2 submitted on June 8, 2023 by Ascension Properties on the agenda for approval for either the next Livingston Parish Planning and Zoning Commission meeting on August 8, 2023 or for a special meeting of the Planning and Zoning Commission in the third week of August and to comply with any

3 Ch

applicable notice requirements for such meeting; however, the parties acknowledge that Ascension Properties reserves all its rights relative to all previously approved preliminary plats, including Preliminary Plat 1 and Preliminary Plat 2;

56. If approval of the revised Preliminary Plat 2 submitted on June 8, 2023 is denied by the Livingston Parish Planning and Zoning Commission, then Ascension Properties agrees to appeal that decision to the Livingston Parish Council, and the Livingston Parish Government shall add said appeal to the agenda of the next regularly scheduled council meeting per Section 125-68 (d) (2) of the Livingston Parish Code of Ordinances, Planning & Development. If the Preliminary Plat is in compliance with all current ordinances, then the Livingston Parish Government and the Livingston Parish Council shall approve, sustain, and/or grant said appeal such that it will approve the revised Preliminary Plat 2 submitted on June 8, 2023 at said meeting;
57. If the approval is obtained from the Planning and Zoning Commission or through an appeal to the Livingston Parish Council, then the Livingston Parish Government agrees to sign the revised Preliminary Plat 2 submitted on June 8, 2023 without delay;
58. Where no construction permit has been issued, the Parties agree that approval of any preliminary plat approval shall be effective for twenty-four (24) months from the date of approval of said plat or from the date of approval of any subsequent revised plat, provided that at the time any other revisions are made to any future preliminary plat any new ordinances regarding new construction standards will have to be followed;
59. In accordance with its Home Rule Charter, Livingston Parish Government (including but not limited to the Livingston Parish Council, the Planning and Zoning Commission, and the Department of Public Works) shall not attempt to revoke, modify or invalidate any prior approvals; adopt any new ordinances, procedures, administrative regulations or zoning maps that are inconsistent with the provisions of this Agreement; amend any existing ordinances or zoning maps in a manner that is inconsistent with the provisions of this Agreement; allege any approvals expire (unless the twenty-four (24) month time period stated in the preceding paragraph applies); or take any other action inconsistent with the terms and spirit of this Agreement that will apply to any property shown on the Preliminary Plat submitted by Ascension Properties that was previously approved as is reflected and noted hereinabove;
60. Livingston Parish Government (including but not limited to the Livingston Parish Council, the Planning and Zoning Commission, and the Department of Public Works) shall approve the Construction Plans that correspond to the Preliminary Plat, which was submitted on behalf of Ascension Properties on or about May 4, 2023 and prepared by Quality Engineering & Surveying, and the updated Construction Plans that were submitted on or about June 8, 2023, provided that the revised Preliminary Plat 2 submitted on June 8, 2023 is approved by the Livingston Parish Planning and Zoning Commission or the Parish Council; and, furthermore, that Livingston Parish Government will issue a letter of approval for said plans without delay

once all requirements are satisfied, which shall be contingent upon approval of the revised Preliminary Plat 2 containing a fourth Entrance;

61. Livingston Parish Government agrees to promptly process and approve any future Construction Plans submitted in connection with the Property shown on the Preliminary Plat, so long as future Construction Plans are in conformity with the Preliminary Plat approved on May 4, 2023 and the development ordinances in effect at the time of submittal;
62. Livingston Parish Government (including but not limited to the building permit office and Planning Department) agrees to promptly process and issue any building permits, site plan approvals and certificates of occupancy requested for any property shown on the Preliminary Plats submitted by Ascension Properties;
63. Once the Property is developed and constructed in accordance with the Preliminary Plat, Livingston Parish (including but not limited to the review engineer, Planning Director and/or Livingston Parish President, as applicable) shall promptly approve and sign the Final Plat;
64. Pursuant to Ordinance 125-68(d)(5), in the event that Ascension Properties or any of its successors-in-interest (i.e. future developers) request any changes or modifications to the approved Preliminary Plat, then deviations regarding lot adjustments, street alignments, and phasing are expected and will not be rejected so long as the density is not increased;
65. Each Party that executes this Agreement hereby affirmatively agrees not to interfere, now or in the future, with the purposes of this Agreement, including but not limited to the present and future approvals and permits for the Property. This agreement not to interfere binds the individuals who execute this agreement in their personal and official capacities. Breach of this provision shall entitle Ascension Properties to all damages incurred, costs, attorneys' fees, as well as punitive damages where available;
66. Each Party that executes this Agreement acknowledges that it would be a breach of this Agreement by such Party, and an interference with the purposes of this agreement, to propose, enable, support, or otherwise, a moratorium that would affect the Property (specifically or in general);
67. Ascension Properties shall dismiss its claims against Livingston Parish Government and/or against any individual named as a defendant in his or her individual capacity **with prejudice** once the Agreement is considered consummated and binding relative to a given defendant;
68. This Agreement will be binding upon and inure to the benefit of any successors or assigns of Ascension Properties;
69. Upon finalization of this Agreement, Ascension Properties and each other Party that agrees will without delay submit to the United States District Court for the Middle District of Louisiana a consent judgment, which shall be styled in a manner that is identical to or substantially similar

to Exhibit 3, to dismiss the claims asserted in the Litigation that are applicable to the agreeing defendants and to the non-agreeing defendants; however, Ascension Properties reserves its rights to pursue claims in the future against any defendant named in his or her individual capacity who declines to sign this Agreement; and

70. If the United States District Court for the Middle District of Louisiana fails or refuses to sign a consent judgment styled in a manner that is identical to or substantially similar to Exhibit 3, this Agreement shall be considered without effect in its entirety.

ASCENSION PROPERTIES' OTHER EXISTING PLANNED DEVELOPMENTS

71. WHEREAS the Parties acknowledge that Ascension Properties received certain approvals for another existing development in Livingston Parish referred to as the Valare Subdivision, which is planned to be located on a 309.65-acre Tract located in Sections 42 and 44, Township 8 South, Range 4 East, Greensburg Land District, Livingston Parish, Louisiana, with frontage along northern right of way line of Jack Allen Road and the along the eastern right of way line of LA Hwy 444, presently consisting of 689 single family lots on the southernmost 205 acres of said tract.
72. Ascension Properties agrees to submit a revised preliminary plat to the Livingston Parish Planning and Zoning Commission for approval of a "Large Lot Subdivision" as defined in the Livingston Parish Development Code, consisting of a lower density development than previously proposed, consisting specifically of: (i) six (6) residential lots fronting LA Hwy 444, having a minimum lot size of 1.00 acre and meeting all parish requirements for a minor subdivision; (ii) two (2) residential lots fronting Jack Allen Road, having a minimum lot size of 1.00 acre and meeting all parish requirements for a minor subdivision; (iii) one hundred nineteen (119) residential lots within the proposed subdivision that will have an area of 2.00 acres or larger; such that (iv) this development will comply with all requirements of a Large Lot Subdivision except for the following variances, which the Parish Council and/or Government agrees to approve:
- i. Section 125-1 - Large Lot Subdivision means the division of a lot, tract or parcel of land into ten (10) or more lots with a minimum lot size of eighty-seven thousand one hundred twenty (87,120) square feet (2 acres) and a maximum density of one (1) lot per three (3) acres; and
 - ii. Section 125-106 (a)(2)(d) - Large Lot Subdivisions having ninety (90) lots or less may have effluent from an approved individual mechanical system and absorption bed drainage to open effluent ditches. Should the total number of lots total more than ninety (90) lots, then the subdivision shall have an approved community sewage treatment system.

MISCELLANEOUS PROVISIONS

73. This Agreement, including the Exhibits referenced herein, constitutes the complete and exclusive agreement of the Parties, and any other agreement is expressly preempted, whether or not it conflicts in any way with the terms of the Agreement. The terms of any subsequent conflicting agreement shall not be recognized unless it is reduced to writing, signed by all interested Parties, and expressly references this provision of the Agreement.
74. This Agreement is not a standard agreement under Louisiana law; furthermore, it is the product of arms-length negotiation. Accordingly, it shall not have any ambiguity construed against any Party as the drafter of the Agreement.
75. Each Party agrees to perform all further acts, and to execute and deliver all further documents as are reasonably necessary to satisfy each Party's obligations under this Agreement and/or in furtherance of its intent and purposes, without demand for any further consideration. This especially includes, but is not limited to, the execution and filing of any consent judgment and/or motions to dismiss the previously described lawsuits, which the Parties authorize their attorneys to pursue and file without delay.
76. Each Party warrants that he, she, or it has read this entire Agreement and the Exhibits referenced herein carefully, has had the opportunity to review it with legal counsel, knows and understands the contents of this Agreement, and has performed a substantial investigation of the facts pertaining to the settlement and this Agreement. Each Party expressly acknowledges that the other Parties may have knowledge of facts regarding the subject matter of this Agreement unknown to it and further acknowledges that such Parties have no duty to make any disclosure regarding such facts notwithstanding the existence of any fiduciary or other duty imposed by law or otherwise.
77. Each Party warrants that in executing this Agreement, except as specifically set forth in this Agreement, they do not rely and have not relied upon any representation or statement made by another Party or any representative of such other Party with regard to the subject matter, basis, or effect of this Agreement.
78. The section titles, captions, and headings contained in this Agreement are inserted only as a matter of convenience and for reference and organization, and shall in no way be construed to define, limit, or extend the scope of this Agreement or the effect of any of its provisions.
79. The Agreement shall be governed by the laws of the State of Louisiana.
80. The Agreement shall be deemed to have been signed in Livingston Parish, Louisiana.
81. In the abundance of caution, if the terms of the Settlement Agreement and Development Code conflict, the terms of the Settlement Agreement prevail.
82. For any judicial proceeding brought by a Party, on behalf of a Party, in place of a Party, or in the interest of a Party, where the proceeding is initiated to enforce the Agreement, resolve the

terms of the Agreement, interpret the Agreement, or in which the Agreement shall serve as a defense, counterclaim, or reconventional demand, the sole and appropriate venue shall be the United States District Court for the Middle District of Louisiana and, if federal court jurisdiction is unavailable or lacking, then the Twenty-First Judicial District Court for the Parish of Livingston, State of Louisiana. The Parties expressly agree that any Party seeking to initiate such a proceeding shall take any steps and make any stipulations necessary to make venue in the aforementioned courts proper beginning with the federal court identified.


(remainder of this page intentionally left blank; signature pages to follow)

LIVINGSTON PARISH COUNCIL BY ITS MEMBERS




Jeff Ard

DATE 7/27/23



Garry Talbert

DATE 7/27/23



Maurice "Scooter" Keen

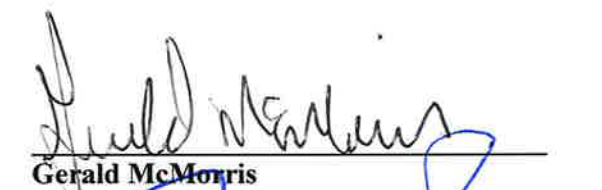
DATE 7/27/23

John Wascom

DATE _____

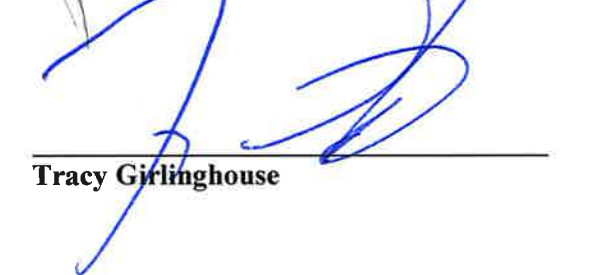
Erin Sandefur

DATE _____



Gerald McMorris

DATE 7/27/23



Tracy Girlinghouse

DATE 7/27/23

Shane Mack

DATE _____

Randall Delatte

DATE _____

WITNESSES:



Peyton T. Gascon



Karen Murphy



CHRIS INGRAM, PRESIDENT
ASCENSION PROPERTIES, INC.

DATED: 7/27/23

SWORN AND SIGNED BEFORE ME, NOTARY PUBLIC, this 27th day of July, 2023, in
Baton Rouge, Louisiana.



NOTARY PUBLIC

TOM S. EASTERLY
LA BAR ROLL #30488
NOTARY PUBLIC I.D. #84324
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

WITNESSES:

Karen D Benton
Karen G. Benton

Layton Ricks
LAYTON RICKS
LIVINGSTON PARISH PRESIDENT

DERIC J. MURPHY

DATED: July 28, 2023

SWORN AND SIGNED BEFORE ME, NOTARY PUBLIC, this 28th day of July, 2023, in Livingston, Louisiana.

[Signature]
NOTARY PUBLIC



WITNESSES:

RANDALL DELATTE

DATED: _____

SWORN AND SIGNED BEFORE ME, NOTARY PUBLIC, this _____ day of

_____, 2023, in _____, Louisiana.

NOTARY PUBLIC

WITNESSES:

ERIN SANDEFUR

DATED: _____

SWORN AND SIGNED BEFORE ME, NOTARY PUBLIC, this _____ day of

_____, 2023, in _____, Louisiana.

NOTARY PUBLIC

WITNESSES:

[Handwritten Signature]
[Handwritten Signature]

[Handwritten Signature: Gerald McMorris]
GERALD MCMORRIS, SR.

DATED: 2/27/23

SWORN AND SIGNED BEFORE ME, NOTARY PUBLIC, this 27 day of July, 2023, in Livingston, Louisiana.

[Handwritten Signature: Chris Moody]
NOTARY PUBLIC
Chris Moody

WITNESSES:

SHANE MACK

DATED: _____

SWORN AND SIGNED BEFORE ME, NOTARY PUBLIC, this _____ day of

_____, 2023, in _____, Louisiana.

NOTARY PUBLIC

WITNESSES:

JOHN WASCOM

DATED: _____

SWORN AND SIGNED BEFORE ME, NOTARY PUBLIC, this _____ day of

_____, 2023, in _____, Louisiana.

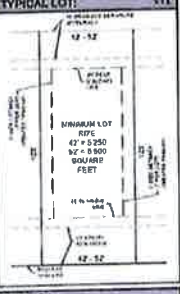
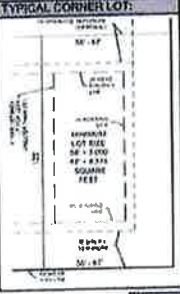
NOTARY PUBLIC

SEWER DISPOSAL NOTE:
 ALL SEWERAGE FROM THIS DEVELOPMENT SHALL BE DISPOSED OF BY CONNECTION TO THE EXISTING SEWER MAINS UNDER THE STREET. THE SEWER MAINS SHALL BE LOCATED TO THE NORTH OF THE PROPOSED DEVELOPMENT.

PRELIMINARY PLAT NOTE:
 THIS PRELIMINARY PLAT IS SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS AND THE BOARD OF HEALTH.

DRAINAGE NOTE:
 THE DRAINAGE PLAN IS BASED ON THE ASSUMPTION THAT THE PROPOSED DEVELOPMENT SHALL BE CONSIDERED AS ONE UNIT AND SHALL BE SERVED BY THE EXISTING DRAINAGE SYSTEM.

REFERENCE PLATS:
 SEE REFERENCE PLATS & SUBDIVISIONS OF THE SAME AREA FOR THE LOCATION OF THE PROPOSED DEVELOPMENT.



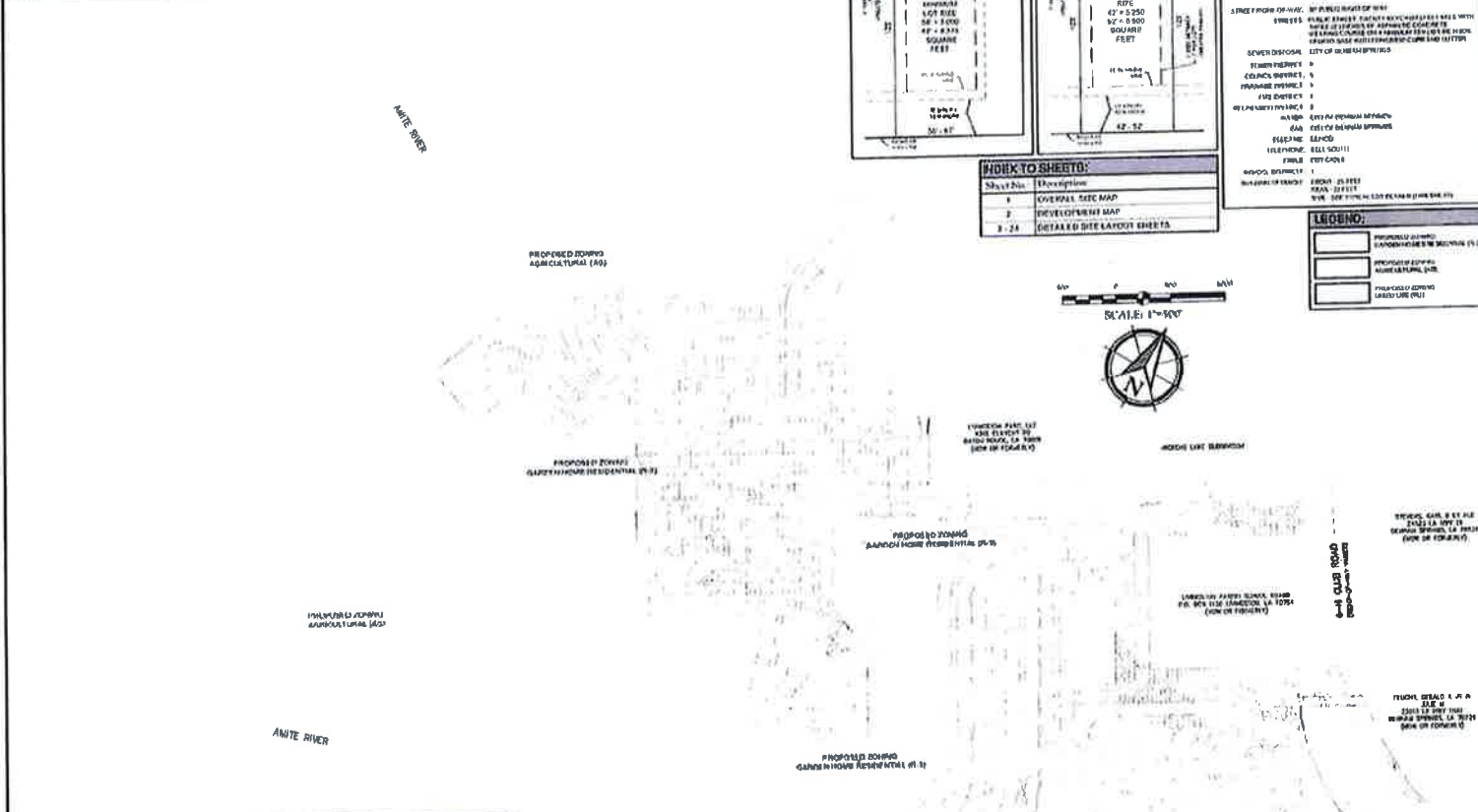
SUBDIVISION INFORMATION:

LAND USE: RESIDENTIAL (R-1)
 ZONING: R-1
 AREA: 10.0 ACRES
 NO. OF LOTS: 100
 NO. OF UNITS: 100
 STREET FRONTAGE: 1000 FEET
 SEWER DISPOSAL: TO EXISTING SEWER MAINS
 WATER SUPPLY: FROM CITY WATER MAINS
 ERECTION: 1985
 TELEPHONE: 555-1234



INDEX TO SHEETS:

Sheet No.	Description
1	OVERALL SITE MAP
2	DEVELOPMENT MAP
3 - 24	DETAILED LOTS LAYOUT SHEETS



PUBLIC STREET/PARKING NOTE:
 ALL PUBLIC STREETS AND PARKING AREAS SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF SAN JOSE STANDARDS AND SPECIFICATIONS.

FLOOD CERTIFICATION:
 THIS PROJECT IS LOCATED IN A FLOOD HAZARD AREA. THE DEVELOPER SHALL OBTAIN A FLOOD CERTIFICATION FROM THE CALIFORNIA FLOOD CONTROL DISTRICT.

GENERAL NOTE:
 THE APPROVAL OF THIS PLAT IS SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS AND THE BOARD OF HEALTH.

APPROVAL PRELIMINARY PLAT:

RECOMMENDED TO APPROVE:

APPROVED:

CERTIFICATION:

THIS PLAT IS IN ACCORDANCE WITH THE CITY OF SAN JOSE STANDARDS AND SPECIFICATIONS. THE DEVELOPER SHALL OBTAIN A FLOOD CERTIFICATION FROM THE CALIFORNIA FLOOD CONTROL DISTRICT.

PRELIMINARY PLAT 1

PRELIMINARY PLAT 2

DEER RUN

QUALITY ENGINEERING & SURVEYING, INC.
 1234 MAIN STREET, SAN JOSE, CA 95128
 (408) 555-1234

GENERAL NOTES:

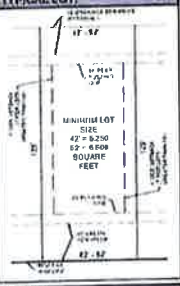
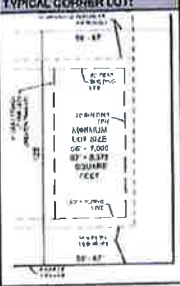
- ALL DIMENSIONS ARE IN FEET AND INCHES.
- THE PLANS FOR CONCEPTUAL PLANNING USE ONLY. THE PLANS ARE SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS AND THE BOARD OF HEALTH.
- PROPERTY LINES SHALL BE DETERMINED BY A SURVEYOR. THE PROPERTY LINES SHALL BE SHOWN ON THE DEVELOPMENT MAP.
- ALL FLOOD HAZARD AREAS SHALL BE IDENTIFIED ON THE DEVELOPMENT MAP. THE DEVELOPER SHALL OBTAIN A FLOOD CERTIFICATION FROM THE CALIFORNIA FLOOD CONTROL DISTRICT.
- CONCEPTUAL ENGINEERING AND DESIGN SHALL BE PROVIDED BY THE DEVELOPER. THE DEVELOPER SHALL OBTAIN A FLOOD CERTIFICATION FROM THE CALIFORNIA FLOOD CONTROL DISTRICT.
- ALL NEW DIMENSIONS SHALL BE PROVIDED BY THE DEVELOPER. THE DEVELOPER SHALL OBTAIN A FLOOD CERTIFICATION FROM THE CALIFORNIA FLOOD CONTROL DISTRICT.
- ALL DIMENSIONS SHALL BE PROVIDED BY THE DEVELOPER. THE DEVELOPER SHALL OBTAIN A FLOOD CERTIFICATION FROM THE CALIFORNIA FLOOD CONTROL DISTRICT.
- ALL DIMENSIONS SHALL BE PROVIDED BY THE DEVELOPER. THE DEVELOPER SHALL OBTAIN A FLOOD CERTIFICATION FROM THE CALIFORNIA FLOOD CONTROL DISTRICT.



SEWAGE DISPOSAL NOTE:
 ALL SEWAGE DISPOSAL SHALL BE IN ACCORDANCE WITH THE SEWAGE DISPOSAL ACT AND ALL APPLICABLE REGULATIONS. THE SEWAGE DISPOSAL SHALL BE IN ACCORDANCE WITH THE SEWAGE DISPOSAL ACT AND ALL APPLICABLE REGULATIONS. THE SEWAGE DISPOSAL SHALL BE IN ACCORDANCE WITH THE SEWAGE DISPOSAL ACT AND ALL APPLICABLE REGULATIONS.

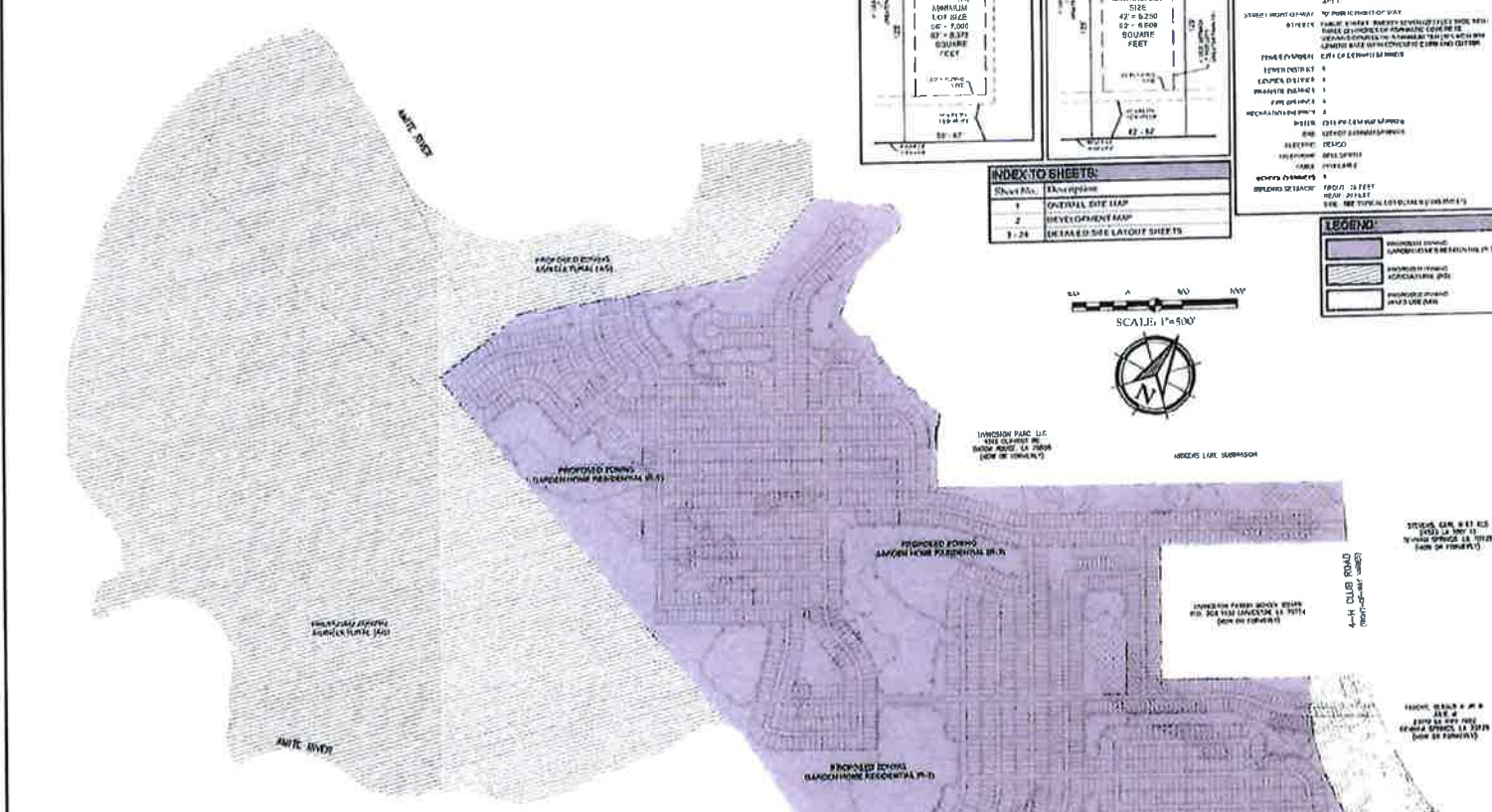
DRAINAGE NOTE:
 THE DRAINAGE SHALL BE IN ACCORDANCE WITH THE SEWAGE DISPOSAL ACT AND ALL APPLICABLE REGULATIONS. THE DRAINAGE SHALL BE IN ACCORDANCE WITH THE SEWAGE DISPOSAL ACT AND ALL APPLICABLE REGULATIONS. THE DRAINAGE SHALL BE IN ACCORDANCE WITH THE SEWAGE DISPOSAL ACT AND ALL APPLICABLE REGULATIONS.

REFERENCE PLATS:
 THE REFERENCE PLATS SHALL BE IN ACCORDANCE WITH THE SEWAGE DISPOSAL ACT AND ALL APPLICABLE REGULATIONS. THE REFERENCE PLATS SHALL BE IN ACCORDANCE WITH THE SEWAGE DISPOSAL ACT AND ALL APPLICABLE REGULATIONS. THE REFERENCE PLATS SHALL BE IN ACCORDANCE WITH THE SEWAGE DISPOSAL ACT AND ALL APPLICABLE REGULATIONS.



SUBDIVISION INFORMATION:

OWNER: [Name]
 ADDRESS: [Address]
 CITY: [City]
 STATE: [State]
 ZIP: [ZIP]



INDEX TO SHEETS:

Sheet No.	Description
1	OVERALL SITE MAP
2	DETAILED LAYOUT SHEETS



GENERAL NOTES:

- ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE SEWAGE DISPOSAL ACT AND ALL APPLICABLE REGULATIONS.
- THE PLAN IS PREPARED BY THE ARCHITECT AND THE ENGINEER HAS REVIEWED THE PLAN FOR CONFORMANCE WITH THE SEWAGE DISPOSAL ACT AND ALL APPLICABLE REGULATIONS.
- THE ARCHITECT AND THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED ON THIS PLAN.
- THE ARCHITECT AND THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER SOURCES.
- THE ARCHITECT AND THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER SOURCES.
- THE ARCHITECT AND THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER SOURCES.
- THE ARCHITECT AND THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER SOURCES.
- THE ARCHITECT AND THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER SOURCES.
- THE ARCHITECT AND THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER SOURCES.
- THE ARCHITECT AND THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER SOURCES.

PUBLIC STREET/PARKING NOTE:
 ALL PUBLIC STREETS AND PARKING AREAS SHALL BE IN ACCORDANCE WITH THE SEWAGE DISPOSAL ACT AND ALL APPLICABLE REGULATIONS.

FLOOD CERTIFICATION:
 THIS PROJECT IS LOCATED IN AN AREA THAT IS NOT A FLOOD HAZARD AREA. THE PROJECT IS LOCATED IN AN AREA THAT IS NOT A FLOOD HAZARD AREA.

GENERAL NOTE:
 THE ARCHITECT AND THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED ON THIS PLAN.

APPROVAL PRELIMINARY PLAN:
 RECOMMENDED TO APPROVE:

CERTIFICATION:
 THE ARCHITECT AND THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED ON THIS PLAN.

PRELIMINARY PLAT 2
DEER RUN

ACQUINUM PROPERTIES, LLC
 14141414 ROAD
 BAINBRIDGE, LOUISIANA 70508
 (504) 444-4444 / acquinum@acquinum.com



EXHIBIT "3" TO SETTLEMENT AGREEMENT

BY INITIALLING THE LAST PAGE OF EXHIBIT "3," EACH INITIALLING PERSON IS APPROVING THE FORM AND SUBSTANCE OF THE JOINT MOTION FOR ENTRY OF CONSENT JUDGMENT AND THE CONSENT JUDGMENT, TO BE FILED WITH THE COURT

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF LOUISIANA

ASCENSION PROPERTIES, INC. * CASE NUMBER: 3:23-CV-00340-SDD-EWD
*
VERSUS *
*
LIVINGSTON PARISH GOVERNMENT, *
RANDALL DELATTE, ERIN SANDEFUR, *
GERALD MCMORRIS, JEFF ARD, *
SHANE MACK, AND JOHN WASCOM *
*

JOINT MOTION FOR ENTRY OF CONSENT JUDGMENT

NOW INTO COURT, through undersigned counsel, come plaintiff, Ascension Properties, Inc. ("Plaintiff"), and defendants, the Livingston Parish Government, acting through the Livingston Parish Council ("Livingston Parish Government"), and _____, _____, _____, and _____ (collectively "Settling Individual Defendants"), who and which jointly move for entry of a Consent Judgment, attached hereto and filed herewith. The parties respectfully request that the Court grant this motion and enter the attached Consent Judgment. Movants stipulate and agree that this Court has jurisdiction to enter a stipulated consent judgment in the form attached hereto.



Respectfully submitted,

TAYLOR, PORTER, BROOKS & PHILLIPS, L.L.P.

MOODY LAW FIRM

By: /s/ Tom Easterly

Tom Easterly, La. Bar No. 30488, T.A.
John Stone Campbell, III, La. Bar Roll No. 23674
Peyton T. Gascon, La. Bar No. 40369
450 Laurel Street, 8th Floor (70801)
P.O. Box 2471
Baton Rouge, LA 70821-2471
Telephone: (225) 387-3221
Facsimile: (225) 346-8049
Email: tom.easterly@taylorporter.com
johnstone.campbell@taylorporter.com
peyton.gascon@taylorporter.com

By: /s/ Christopher Moody

Christopher Moody, La. Bar No. 9594
1250 SW Railroad Avenue, Suite 170
Hammond, LA 70403
Telephone: (985) 542-1351
Facsimile: (985) 542-1354
Email: cmoody@cmoodylaw.com

***Counsel for Defendant, Livingston Parish
Government, Acting Through the Livingston
Parish Council and Counsel for Settling
Individual Defendants***

Counsel for Plaintiff, Ascension Properties, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this _____ day of July, 2023, the foregoing was filed electronically with the Clerk of Court using the CM/ECF system, and notice of this filing was accordingly sent to all counsel of record through the Court's electronic filing system.

/s/ Tom Easterly

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

ASCENSION PROPERTIES, INC.

* CASE NUMBER: 3:23-CV-00340-SDD-EWD

VERSUS

*
*
*
*
*
*
*
*
*

LIVINGSTON PARISH GOVERNMENT,
RANDALL DELATTE, ERIN SANDEFUR,
GERALD MCMORRIS, JEFF ARD,
SHANE MACK, AND JOHN WASCOM

CONSENT JUDGMENT

CONSIDERING THE FOREGOING JOINT MOTION FOR ENTRY OF CONSENT JUDGMENT FILED BY plaintiff, Ascension Properties, Inc. (“Plaintiff”), and defendants, the Livingston Parish Government, acting through the Livingston Parish Council (“Livingston Parish Government”), and _____, _____, _____, and _____ (collectively “Settling Individual Defendants”):

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Joint Motion for Entry of Consent Judgment is hereby **GRANTED**;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that:

1. Declaratory judgment as prayed for in the Complaint is hereby **GRANTED**, finding and declaring that Livingston Parish Ordinance No. 23-05 was enacted in an unlawful manner and Livingston Parish Ordinance No. 23-05 is invalid, null, and void such that it is unenforceable.
2. Plaintiff’s claims and prayer for injunctive relief are hereby dismissed as moot.
3. Plaintiff’s claims and prayer for issuance of a money judgment for compensatory

damages, attorneys' fees, interest, court costs, and all other and further relief against Livingston Parish Government are hereby dismissed, with prejudice.

4. Plaintiff's claims and prayer against the Settling Individual Defendants, including _____, _____, _____, _____, and _____ for compensatory and punitive damages and for all other further relief, are hereby dismissed, with prejudice.

5. Plaintiff's claims against _____, _____, _____, and _____ are hereby reserved, in their entirety, and nothing in this Consent Judgment dismisses or prejudices plaintiff's claims against these defendants whatsoever.

JUDGMENT READ, RENDERED, AND SIGNED at Baton Rouge, Louisiana, this _____ day of _____, 2023.

Honorable Shelly D. Dick
Judge, United States District Court
Middle District of Louisiana

INITIAL AND PRINT NAME HERE:

C.I. Chris M. INGRAM
J.M. [Signature] TSG SSA
[Signature]

Tom Easterly TSG

damages, attorneys' fees, interest, court costs, and all other and further relief against Livingston Parish Government are hereby dismissed, with prejudice.

4. Plaintiff's claims and prayer against the Settling Individual Defendants, including _____, _____, _____, _____, and _____ for compensatory and punitive damages and for all other further relief, are hereby dismissed, with prejudice.

5. Plaintiff's claims against _____, _____, _____, and _____ are hereby reserved, in their entirety, and nothing in this Consent Judgment dismisses or prejudices plaintiff's claims against these defendants whatsoever.

JUDGMENT READ, RENDERED, AND SIGNED at Baton Rouge, Louisiana, this _____ day of _____, 2023.

Honorable Shelly D. Dick
Judge, United States District Court
Middle District of Louisiana

INITIAL AND PRINT NAME HERE:

Layton Ricks
LR