



*Confidential/Inadmissible Settlement Communication
Fed. R. Evid. 408 and Analogous State-Law Rules & Doctrines*

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is entered into between Joseph P. Lopinto, III, in his official capacity as Sheriff of Jefferson Parish, Louisiana ("Lopinto"), and Frances Tapps, an individual residing in Kenner, Louisiana ("Tapps").

Lopinto and Tapps each individually is referred to as a "Party" and collectively are referred to as the "Parties." This Settlement Agreement becomes effective on the date that it becomes fully executed by the Parties (the "Effective Date").

RECITALS

WHEREAS, on January 4, 2022, Tapps filed a complaint (the "Complaint") against Lopinto, Hum Management, LLC ("Hum"), and Randolph McClendon ("McClendon") in the United States District Court for the Eastern District of Louisiana (the "Court"), Case No. 2:22-cv-00013 (the "Action").

WHEREAS, the Complaint asserts claims seeking to hold Lopinto liable for the violation of Tapps' constitutional rights under 42 U.S.C. § 1983 (Count II) and under Louisiana state law (Count VII) related to an incident between Tapps and McClendon that occurred at 2736 Greenwood St., Kenner, Louisiana, on January 7, 2021.

WHEREAS, the Parties participated in a settlement conference in the Action on September 14, 2023 with Magistrate Judge Karen Wells Roby.

WHEREAS, at the September 14, 2023 settlement conference, the Parties agreed to resolve the Action through out-of-court settlement, whereby Lopinto would pay Tapps an amount of \$100,000 in exchange for Tapps releasing her claims against Lopinto.

WHEREAS, on September 15, 2023, the Court dismissed the Action "without prejudice to the right, upon good cause shown, to reopen the action or to seek summary judgment enforcing the compromise if settlement is not consummated within a reasonable time."

WHEREAS, on September 15, 2023, the Court ordered that it "retains jurisdiction for all purposes, including enforcing the settlement agreement entered into by the [P]arties."

AGREEMENT

NOW, THEREFORE, in consideration of the respective promises, covenants, undertakings, representations, and conditions set forth in this Settlement Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Settlement Payment to Tapps. Lopinto shall make a one-time payment of \$100,000 to Tapps (the "Settlement Payment"). The Settlement Payment shall be made in the form of a