

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

LATASHA COOK, ROBERT LEVI,
EBONY ROBERTS, ROZZIE SCOTT,
RICHARD BOLGIANO, BENNY
GRAHAM, JAMES LORIO, BRADLEY
MOSES, and MARISA PAM, on behalf of
themselves and those similarly situated,

Plaintiffs,

v.

ROBERT J. BLACK, in his individual and
official capacities, and BOGALUSA CITY
COURT,

Defendants.

Case No. 2:16-cv-11024-ILRL-MBN
Section "B"(5)

**STIPULATED SETTLEMENT AGREEMENT
RELATED TO FIFTH CLAIM FOR RELIEF**

This Stipulated Settlement Agreement related to the Fifth Claim for Relief of the First Amended Complaint (hereinafter the "Agreement") is made by and among the Bogalusa City Court (the "City Court") and Judge Robert J. Black ("Black") ("Defendants"); and Latasha Cook ("Cook"), Ebony Roberts ("Roberts"), Rozzie Scott ("Scott"), and Robert Levi ("Levi") (hereinafter collectively "Plaintiffs") on behalf of themselves and each of their respective heirs, successors, and assigns. Defendants and Plaintiffs are from time to time referred to hereinafter individually as the "Parties."

WHEREAS, Plaintiffs allege that the City Court substantially relied on court costs and fees imposed on criminal defendants to fund the operations of the City Court;

WHEREAS, Plaintiffs Roberts, Scott, Cook, and Levi allege they paid a \$50 "extension fee" to the City Court when they could not pay their fines in full;

WHEREAS, Plaintiffs filed a Complaint on June 21, 2016, and an Amended Complaint on January 17, 2017, in the United States District Court for the Eastern District of Louisiana, commencing a proposed class action lawsuit entitled, *Cook, et al, v. Bogalusa City Court, et al.*, Civil Action No. 2:16-cv-11024 (the “Lawsuit”) against Defendants, and the Fifth Claim for Relief of the First Amended Complaint seeks compensatory damages for payment of the extension fee;

WHEREAS, Defendants expressly deny any liability, fault, wrongdoing, or responsibility for any of the claims in the Lawsuit;

WHEREAS, it is the desire of the Parties to resolve the Fifth Claim for Relief of the First Amended Complaint;

WHEREAS, Plaintiffs agree to dismiss the Fifth Claim for Relief against Defendants and to dismiss Defendant Bogalusa City Court from the Lawsuit, according to the terms and conditions set forth in this Agreement; and

WHEREAS, the dismissal of the Fifth Claim for Relief will become effective only upon the Court’s entering an Order that retains jurisdiction over the Fifth Claim for 180 days in order to enforce the terms of this Agreement (hereinafter the “Retention of Jurisdiction Order”);

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and other good and valuable consideration passing between the Parties, and intending to be legally bound hereby, it is agreed:

A. DAMAGES

1. In full and complete satisfaction, compromise, and settlement of Plaintiffs’ claims for damages, and without admitting any liability or fault or wrongdoing, Defendants agree to

offer to reimburse any person that paid the \$50 “extension fee”¹ after June 21, 2015, for each time the person paid the \$50 extension fee. The City Court agrees to establish a procedure to notify defendants who have paid the \$50 extension fee after June 21, 2015 (hereinafter the “qualifying individuals”) of their right to submit a claim to recover these funds, as follows:

- a. Within 14 days of execution of this the Settlement Agreement, the City Court will provide Plaintiffs with a listing of all qualifying individuals, including their name, address, and date the \$50 extension fee was paid.
- b. Within 7 days after the City Court’s production of these records, the Parties will confer by telephone to discuss the City Court’s process to create the listing described above in subparagraph (a) and to agree on the official list of qualifying individuals. During this conference, Plaintiffs will be allowed to ask any questions about the process used to create the listing. The individual who located and retrieved the records on behalf of the City Court must attend the Parties’ telephone conference and be able to answer questions related to the process of creating the listing.
- c. As promptly as practicable but no later than 21 days after the United States District Court for the Eastern District of Louisiana enters the Retention of Jurisdiction Order, the City Court will mail to all qualifying individuals at their last known address, by first-class mail, a written letter informing them of their right to the \$50, instructions to claim the \$50, and the deadline for doing so. The letter will be materially identical to that attached to this Agreement as Exhibit A,

¹ The “extension fee” was a \$50 fee paid by defendants to extend the due date of payment of fines and court costs.

and will include a Claim Form that is materially identical to that attached to this Agreement as Exhibit B.

- d. Within a day of mailing letters described in subparagraph (c), the City Court will post in a conspicuous area of the City Court, including on the front door of the City Court courthouse and at the window of the City Court clerk's office, and on the City Court's website, a written notice notifying qualifying individuals of their right to the \$50, instructions to claim the \$50, and the deadline for doing so. The notice will be materially identical to that attached to this Agreement as Exhibit C. The notice will remain posted throughout the "claim period" defined below in paragraph (f).
- e. Within 2 days of the United States District Court for the Eastern District of Louisiana entering the Retention of Jurisdiction Order, the City Court will issue a press release to WBOX radio station and Bogalusa Daily News. The press release will announce the terms of the settlement agreement, and will be materially identical to that attached to this Agreement as Exhibit D.
- f. Within 2 days after notices are mailed pursuant to subparagraph (c), the City Court will mail to Plaintiffs' counsel a certification that it mailed the written notices to all qualifying individuals; posted the public notice in a conspicuous area of the City Court courthouse and on its website; and issued the press release described in subparagraph (e);
- g. All qualifying individuals will have 90 days from the date written letters are mailed pursuant to subparagraph (c) above (hereinafter the "claim period") to claim the \$50 reimbursement(s).

- h. No later than 5 days after the claim period ends, the City Court will provide the \$50 to all qualifying individuals: (1) by mail to those who mail a signed claim form² to the City Court by the designated deadline, or (2) by mail or in person to those who appear at the City Court Clerk's Office by the designated deadline to sign the claim form and claim the \$50. The \$50 must be paid to the qualifying individual as a check made payable to the specified qualifying individual, and Defendants will ensure that the checks may be cashed at no charge at the Citizens Savings Bank located at 1725 Sullivan Dr., Bogalusa, Louisiana 70427.
 - i. The Clerk's office will keep a record of everyone who files a claim for, and receives, reimbursement of the \$50 extension fee, including the completed claim forms, as well as those who submit a claim but do not receive reimbursement. Defendants will produce to Plaintiffs a record of who has submitted a claim form and who has received reimbursement, as well as those who submitted a claim form and did not receive reimbursement, at three separate occasions: (i) 30 days after the claim period commences, (ii) 60 days after the claim period commences, and (iii) 7 days after the claim period closes. To satisfy this requirement, Defendants may produce the actual claim forms and documents showing payment. They may alternatively produce a summary document listing the name and address of the person, the date the claim form was received, the date payment was made, and the amount of the payment.
2. Each Party shall be responsible for his or its own attorneys' fees and expenses in connection with the Fifth Claim for Relief.

² Attached as Form B.

B. DISMISSAL OF FIFTH CLAIM FOR RELIEF

3. The Parties shall file with the Court within 2 days of the execution of this Agreement a Joint Motion to Retain Limited Jurisdiction to Enforce Settlement Agreement and Dismiss Pursuant to Rule 41(a)(1)(A)(ii), as agreed upon by the Parties and attached hereto as Exhibit E.

C. MUTUAL RELEASE

4. **By Plaintiffs:** Except for any violations that arise from a breach of this Agreement, Plaintiffs, on their behalves and on behalf their successors, heirs, and assigns, hereby releases, remises, and forever discharges Defendants from all claims, suits, actions, charges, demands, judgments, costs and executions present and future, known or unknown, both legal and equitable in any manner arising out of the Fifth Claim for Relief of the Lawsuit.
5. **By Defendants:** Except for any violations that arise from a breach of this Agreement, Judge Black, on his behalf and on behalf his successors, heirs, and assigns, and the City Court, on its behalf and on behalf its subsidiaries, divisions, affiliates and agents, releases, remises, and forever discharges Plaintiffs from all claims, suits, actions, charges, demands, judgments, costs and executions present and future, known or unknown, both legal and equitable in any manner arising out of the Fifth Claim for Relief of the Lawsuit.

D. MISCELLANEOUS

6. This Agreement will be binding upon and will inure to the benefit of the signatories hereto and their respective successors and assigns.
7. No amendments of this Agreement will be valid unless made in writing and signed by all of the signatories hereto.

8. This Agreement may be executed in duplicate counterparts, each of which will be deemed an original, with the same effect as if the signatures thereto were on the same instrument. Each signatory to the Agreement may execute this agreement by facsimile or email of a scanned copy of the signature page, which shall have the same force and effect as if executed on an original copy.
9. The Parties further agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
10. The Parties represent and warrant that they are not relying on the advice of any other Party, or anyone associated with them, as to legal, tax (income, estate, gift, or otherwise), or other consequences of any kind arising out of this Agreement; that they have not relied on any representations or statements, written or oral, of any other Party, except insofar as those representations or statements are set forth in this Agreement; and that they are knowingly and voluntarily signing this Agreement and are not subject to duress, coercion, or undue influence by any other Party or by anyone else.
11. The Parties understand that they have the right to obtain legal counsel to review and evaluate this Agreement, and attest that they have done so or else have agreed to waive this right.
12. If, after the date hereof, any provision of this Agreement is held to be illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect.
13. It is the intent of the signatories that no part of this Agreement is to be presumptively construed either against or in favor of any signatory because of the identity of the drafter.

14. Paragraph headings contained herein are for purposes of organization only and do not constitute a part of this Agreement.
15. Any communications or notices to be provided to legal counsel for the Parties pursuant to this Agreement will be sent in writing via email or addressed, via commercial overnight delivery service, to the attention of the persons identified below (or as the signatories may subsequently direct in writing):

Plaintiffs' Counsel:

Samuel Brooke
ATTN: Cook v. Bogalusa
Southern Poverty Law Center
400 Washington Avenue
Montgomery, AL 36104
Telephone: (334) 956-8200
Fax: (334) 956-8481
Email: samuel.brooke@splcenter.org

Defendants' Counsel:

E.B. Dittmer, II, Esq.
Talley Anthony Hughes & Knight, L.L.C.
2250 7th Street
Mandeville, LA 70471
Telephone: (985) 624-5010
Fax: (985) 624-5306
Email: ted.dittmer@talleyanthony.com

16. This Agreement, including the referenced attachments and exhibits to the Agreement, constitutes the entire agreement and understanding between and among the signatories with respect to the subject matter hereof and supersedes all other prior or contemporaneous oral agreements, understandings, undertakings and negotiations of the Parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their own signature or by their duly authorized representatives.

EBONY ROBERTS

Ebony Roberts

Date May 22, 2017

ROBERT J. BLACK

Date _____

ROZZIE SCOTT

Rozzie Scott

Date May 31, 2017

BOGALUSA CITY COURT

by _____

Date _____

LATASHA COOK

La'Tasha Cook

Date 5/22/17

ROBERT LEVI

Robert Levi

Date 05/25/17

SAMUEL BROOKE, counsel for Plaintiffs

Samuel Brooke

Date May 31, 2017

TED DITTMER, counsel for Defendants

Date _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their own signature or by their duly authorized representatives.

EBONY ROBERTS

Date _____

ROBERT J. BLACK



Date May 23, 2017

ROZZIE SCOTT

Date _____

BOGALUSA CITY COURT

by 

Robert J. Black

Date May 23, 2017

LATASHA COOK

Date _____

ROBERT LEVI

Date _____

SAMUEL BROOKE, counsel for Plaintiffs

Date _____

TED DITTMER, counsel for Defendants



Date May 23, 2017

Exhibit A

[Date], 2017

[qualifying individual]

[address 1]

[address 2]

Re: Return of \$50 extension fee

Dear [qualifying individual]:

The Bogalusa City Court has agreed to provide a refund to any defendant that paid a \$50 "extension fee" after June 21, 2015. The Court charged the \$50 "extension fee" to defendants who needed more time to pay off fines and court costs owed to the City Court.

If you paid the City Court a \$50 extension fee after June 21, 2015, you may be eligible for a refund of the \$50 fee.

If you want to claim your refund, you must complete the attached form and either mail it or bring it in person to the Clerk of the City Court within 90 days of the date of the Notice.

If you sign the form and return it by the deadline, and the City Court confirms you paid the extension fee after June 21, 2015, the City Court Clerk will return the \$50 extension fee to you, in the form of a check made payable to you. You may cash the check without fees by going to the City Court's bank: Citizens Savings Bank, 1725 Sullivan Dr., Bogalusa, Louisiana 70427.

Ask the Clerk of the City Court if you have any questions about whether you are eligible or about how to claim your refund:

In Person:

Bogalusa City Court Clerk's Office
202 Arkansas Ave
Bogalusa, Louisiana 70427

By Mail:

Bogalusa City Court Clerk's Office
Tonia DeLeon, Clerk of Court
P.O. Box 519
Bogalusa, Louisiana 70429

By telephone: 985-732-6204

Sincerely,

Clerk of the City Court of Bogalusa

Exhibit B

Claim Form for \$50 Extension Fee	
<p><u>Mail this Claim Form to:</u></p> <p>Bogalusa City Court Clerk's Office <u>Attn:</u> Tonia DeLeon, Clerk of Court P.O. Box 519 Bogalusa, Louisiana 70429</p> <p>Must be <u>postmarked</u> no later than _____, 2017</p>	<p style="text-align: center;">OR</p> <p><u>Deliver this Claim Form in Person to:</u></p> <p>Bogalusa City Court Clerk's Office 202 Arkansas Ave Bogalusa, Louisiana 70427</p> <p>Must be <u>delivered in person</u> no later than _____, 2017</p>

INSTRUCTIONS

1. Please complete all sections of the Claim Form if you want to claim a refund of the \$50 extension fee you paid after June 21, 2015.
2. Sign and date the declaration.
3. Return your signed and completed Claim Form, postmarked by or delivered in person by _____, 2017, to the Bogalusa City Court Clerk at the above address. **Returning a completed Claim Form is the only way to receive a payment.** No individual may submit more than one Claim Form. However, if you paid the extension fee multiple times, the City Court will refund you for each occasion you paid the extension fee.

Call the Clerk of Court at 985-732-6204 if you have any questions.

CLAIMANT'S INFORMATION

 Last Name

 First Name

 Middle Name

 Mailing Address

 Phone Number(s)

 Date of Birth

DECLARATION

I am submitting this form because I paid a \$50 extension fee after June 21, 2015, to have more time to pay off fines to the Bogalusa City Court. I would like a refund of that money.

With my signature below I declare under penalty of perjury that the information in this Claim Form is true and correct to the best of my knowledge.

 Signature

 Date

Exhibit C

PLEASE READ

**Did you pay a \$50 “extension fee” to the Bogalusa City Court after
June 21, 2015?**

You could be entitled to a refund.

Please read below for more details.

DATE: _____, 2017

The Bogalusa City Court has agreed to provide a refund to any defendant that paid a \$50 “extension fee” after June 21, 2015. The City Court charged the \$50 “extension fee” to defendants who needed more time to pay off fines and court costs owed to the City Court.

If you paid the Bogalusa City Court a \$50 extension fee after June 21, 2015, you may be eligible for a refund of the \$50 fee.

If you want to claim your refund, you must complete a form and either mail it or bring it in person to the Clerk of the City Court within 90 days of the date appearing above.

If you sign the form and return it by the deadline and the City Court confirms you paid the extension fee after June 21, 2015, the City Court Clerk will return the \$50 extension fee to you, in the form of a check made payable to you. You may cash the check without fees by going to the City Court’s bank: Citizens Savings Bank, 1725 Sullivan Dr., Bogalusa, Louisiana 70427.

You can obtain a claim form in person at the address below. You can call or visit the Clerk of the Bogalusa City Court if you have any questions about whether you are eligible or how to claim your refund:

Bogalusa City Court Clerk’s Office
202 Arkansas Ave
Bogalusa, Louisiana 70427

Telephone: 985-732-6204

[Date], 2017

Exhibit D

FOR IMMEDIATE RELEASE

May __, 2017

CONTACT: _____

**Bogalusa City Court Will Refund Any Person who Paid a \$50 “Extension”
Fee on or after June 21, 2015**

BOGALUSA, La. — The Bogalusa City Court will issue a refund to anyone who paid a \$50 “extension” fee when they were given additional time to pay fines and court costs. The refund will be given to anyone who paid the \$50 extension fee on or after June 21, 2015, and who complete a claim form by the required deadline.

To claim a refund, individuals need to complete a claim form and send it to the City Court Clerk’s Office, which is located at 202 Arkansas Ave., Bogalusa, LA 70427. Claim forms will be mailed to people who paid the \$50 extension fee after June 21, 2015, at their last known address, and also can be obtained in person at the City Court Clerk’s Office. After a completed claim form is received and verified by the City Court, the City Court will mail or provide in person a \$50 check to the individual. That check may be cashed for no fee at the Citizens Savings Bank, located at 1725 Sullivan Dr., Bogalusa, Louisiana 70427.

Individuals who believe they are eligible for a refund must submit a claim form by no later than _____, 2017.

Anyone with questions about whether they are entitled to a refund may contact the Bogalusa City Court Clerk of Court, at 985-732-6204.

This refund is being provided to settle part of a lawsuit titled *Cook, et al. v. Black, et al.*, Case Number 2:16-cv-11024-ILRL-MBN, filed in the U.S. District Court for the Eastern District of Louisiana, in New Orleans, by the Southern Poverty Law Center.

###

Exhibit E

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

LATASHA COOK, ROBERT LEVI,
EBONY ROBERTS, ROZZIE SCOTT,
RICHARD BOLGIANO, BENNY
GRAHAM, JAMES LORIO, BRADLEY
MOSES, and MARISA PAM, on behalf of
themselves and those similarly situated,

Plaintiffs,

v.

ROBERT J. BLACK, in his individual and
official capacities, and BOGALUSA CITY
COURT,

Defendants.

Case No. 2:16-cv-11024-ILRL-MBN
Section "B"(5)

JOINT MOTION TO
(1) RETAIN LIMITED JURISDICTION TO ENFORCE THE SETTLEMENT
AGREEMENT AND
(2) DISMISS THE FIFTH CLAIM FOR RELIEF PURSUANT TO RULE
41(a)(1)(A)(ii)

COME NOW Plaintiffs and Defendants and jointly move this Court to retain jurisdiction to enforce an agreed-upon settlement agreement for a period of 180 days and, subject to this Court's retention of limited jurisdiction, to dismiss the Fifth Claim for Relief appearing in the First Amended Complaint pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii). Because the Fifth Claim is the only claim against Defendant Bogalusa City Court, the Parties further move that, subject to this Court's retention of limited jurisdiction, the Bogalusa City Court be dismissed from this action. In support of this Joint Motion, the Parties state as follows:

1. In their pleadings, Plaintiffs have alleged in the Fifth Claim for Relief that Defendants required individuals unable to pay their monetary penalties in full to pay additional

Exhibit E

\$50 “extension” fees not authorized by state law to avoid going to jail for non-payment. First Am. Compl. ¶¶ 195–201 (ECF No. 67).

2. To avoid the expense and burden of protracted litigation, the Parties have reached a full and final settlement of Plaintiffs’ Fifth Claim for Relief.

3. Accordingly, the Parties have entered into a written Settlement Agreement (the “Agreement”), attached hereto as Exhibit 1, that memorializes the terms of their agreement to settle the Fifth Claim and is incorporated within this Motion. The Parties agree that the Agreement will fully resolve their disputes related to the Fifth Claim for Relief. The Parties further agree that with the settlement of this Claim, the only remaining relief sought by Plaintiffs is equitable.

4. Pursuant to the Agreement, the Parties jointly move the Court to retain jurisdiction to enforce the Agreement for 180 days. Subject to the Court’s approval of this request to retain jurisdiction, Plaintiffs also move for dismissal of the Fifth Claim for Relief under Fed. R. Civ. P. 41(a)(1)(A)(ii). *SmallBizPros, Inc. v. MacDonald*, 618 F.3d 458, 463-64 (5th Cir. 2010) (per curiam) (explaining court must expressly retain jurisdiction to enforce settlement agreement and will lack jurisdiction to do so if it fails to issue order retaining jurisdiction).

5. If the Court does not agree to continue its jurisdiction to enforce the Agreement, the Parties withdraw their motion to dismiss the Fifth Claim for Relief.

6. For the Court’s convenience, the Parties have attached a proposed order granting this Motion; approving the Settlement Agreement; and dismissing the Fifth Claim for Relief, except where the Court shall continue its jurisdiction to enforce the Settlement Agreement consistent with the terms of the attached Agreement.

Exhibit E

DATED this _____.

Respectfully submitted,

Sara Zampierin* (Trial Attorney)
Micah West*
Samuel Brooke*
Emily Early*
SOUTHERN POVERTY LAW CENTER
400 Washington Avenue
Montgomery, Alabama 36104
P: 334-956-8200
F: 334-956-8481
E: sara.zampierin@splcenter.org
E: micah.west@splcenter.org
E: samuel.brooke@splcenter.org
E: emily.early@splcenter.org

**Admitted pro hac vice*

Patricia Wilton (La. Bar No. 18049)
David Sanders (La. Bar No. 11696)
LOUISIANA DEPARTMENT OF JUSTICE
P.O. Box 94005
Baton Rouge, Louisiana 70804-9005
P: 225-326-6026
P: 225-326-6357
F: 225-326-6098
wiltonp@ag.louisiana.gov
sandersd@ag.louisiana.gov

Ivy Wang
On Behalf of Plaintiffs' Counsel

Ivy Wang (La. Bar No. 35368)
SOUTHERN POVERTY LAW CENTER
1055 St. Charles Avenue, Suite 505
New Orleans, Louisiana 70130
P: 504-228-7279
F: 504-486-8947
E: ivy.wang@splcenter.org

Attorneys for Plaintiffs



E.B. Dittmer II
On Behalf of Defendants' Counsel

E. B. DITTMER II (04967)
2250 7th Street
Mandeville, LA 70471
(985) 624-5010/Fax (985) 624-5306
ted.dittmer@talleyanthony.com

**Attorneys for Defendants Robert J. Black,
in his Individual and Official Capacities,
and Bogalusa City Court**

Exhibit E

CERTIFICATE OF SERVICE

I hereby certify that on this date the foregoing document was filed through the Court's CM/ECF filing system, and by virtue of this filing notice will be sent electronically to all counsel of record, including the following:

E.B. "Ted" Dittmer, II
TALLEY, ANTHONY, HUGHES & KNIGHT, LLC
Counsel for Defendants Robert Black and Bogalusa City Court

Shannon Dirman
Patricia Wilton
David Sanders
LOUISIANA DEPARTMENT OF JUSTICE
Counsel for Defendants Robert Black and Bogalusa City Court

DATED this _____.

Ivy Wang

Exhibit E

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA

LATASHA COOK, ROBERT LEVI,
EBONY ROBERTS, ROZZIE SCOTT,
RICHARD BOLGIANO, BENNY
GRAHAM, JAMES LORIO, BRADLEY
MOSES, and MARISA PAM, on behalf of
themselves and those similarly situated,

Plaintiffs,

v.

ROBERT J. BLACK, in his individual and
official capacities, and BOGALUSA CITY
COURT,

Defendants.

Case No. 2:16-cv-11024-ILRL-MBN
Section "B"(5)

PROPOSED

ORDER

This matter is before the Court on the Parties' Joint Motion to (1) Retain Limited Jurisdiction to Enforce the Settlement Agreement and (2) Dismiss the Fifth Claim for Relief pursuant to rule 41(a)(1)(a)(ii). IT IS HEREBY ORDERED that the joint motion is GRANTED, as follows:

1. The Court hereby dismisses the Fifth Claim for Relief of the First Amended Complaint (ECF No. 67) pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure;
2. The Court dismisses from this action Defendant Bogalusa City Court, as no additional claims relate to that defendant; and

Exhibit E

3. The Court expressly retains jurisdiction for 180 days to enforce the settlement agreement. *See SmallBizPros, Inc. v. MacDonald*, 618 F.3d 458, 463-64 (5th Cir. 2010).

IT IS SO ORDERED.

Dated: _____

Senior United States District Judge