

19TH JUDICIAL DISTRICT COURT FOR THE PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA

NO. C-703353

SECTION 22

CITY BAR, INC., ET AL.

VERSUS

JOHN BEL EDWARDS, IN HIS OFFICIAL CAPACITY AS  
GOVERNOR OF THE STATE OF LOUISIANA

FILED: \_\_\_\_\_  
DEPUTY CLERK

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CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

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This Class Action Settlement Agreement and Release (“Agreement”) is by and among:

City Bar, Inc., Rosie’s Tavern, LLC; Big Dan’s Bar, Inc.: Big Tyme Investments, LLC d/b/a Big Daddy’s Pub & Grub; CD Enterprises of Houma LLC d/b/a Larussa’s Lounge; CKBCPB5 LLC d/b/a the Chatter Box; DE & BC Enterprises, L.L.C. d/b/a D&B Sports Bar; Doug McCarthy Enterprises Inc. d/b/a 501; JOM LLC d/b/a Just One More; Longshotz 1, LLC d/b/a Longshotz; My Place Bar & Grill, L.L.C.; The Outer Limits Bar, LLC; Paradise Sports Bar & Daiquiris, LLC d/b/a Epic Lounge; Pool Do’s Sports Bar, LLP; R&J Lapeyrouse, LLC d/b/a Jeux’s New Horizon; R. Heasley, LLC d/b/a Ram Rod’s Saloon; Sandi’s Anchor Lounge, L.L.C. d/b/a Da Camp; Tap Dat, L.L.C. d/b/a the Brass Monkey; Topsy Cajun, LLC; Wanous, L.L.C. d/b/a AJ’s 2nd St. Pub; 910 E Main 33, LLC d/b/a Quarter Tavern; Gros Marine Services; Madisonville Riverside Bar, L.L.C.; and Swiderski Investments LLC d/b/a Lenny’s (collectively “**Plaintiffs**”); and

John Bel Edwards, in his official capacity as Governor of the State of Louisiana, (“**Defendant**”) and the State of Louisiana, including its officers, officials, component agencies, and instrumentalities (the “**State**”);

each, a “Party” and, collectively, the “Parties,” who stipulate and agree as follows:

As detailed below, this Agreement releases, forever discharges, and bars all claims asserted or that could have been asserted in the class action captioned *City Bar, Inc., et al. v. John Bel Edwards*, Case No. C-703353, in the 19th Judicial District for the Parish of East Baton Rouge, State of Louisiana, Section 22, and any related actions (the “**Lawsuit**”).

I.

RECITALS

WHEREAS, on January 6, 2021, Plaintiffs filed their Class Action Petition for Damages against former Governor John Bel Edwards, in his official capacity (“**Defendant**”), alleging that

certain COVID-era Executive Proclamations issued by Governor Edwards (“**COVID Executive Proclamations**”) constituted unlawful takings of Plaintiffs’ property under Louisiana law;

WHEREAS, on June 30, 2021, the district court entered judgment dismissing the Plaintiffs’ claims on Defendant’s Exception of No Cause of Action;

WHEREAS, on August 30, 2022, the judgment of dismissal was reversed by the Louisiana First Circuit Court of Appeal, returning the matter to the district court, and writs were thereafter denied by the Louisiana Supreme Court. *See City Bar, Inc. v. Edwards*, 2021-1437 (La. App. 1 Cir. 8/30/22), 349 So.3d 22, *writ denied*, 2022-01475 (La. 11/22/22), 350 So. 3d 498 (mem.);

WHEREAS, on February 4, 2021, Plaintiffs filed a First Supplemental and Amended Petition for Class Action Damages;

WHEREAS, on February 22, 2021, Plaintiffs filed a Motion for Class Certification;

WHEREAS, on May 8, 2025, the district court held a hearing on Plaintiffs’ Motion for Class Certification, during which the Court heard testimony from proposed class representatives, the Administrator of the Louisiana Office of Alcohol and Tobacco Control, and multiple experts and reviewed records of the Louisiana Department of Revenue;

WHEREAS, by judgment entered July 22, 2025 (“**Class Certification Judgment**”), the district court certified a class consisting of:

All persons or juridical entities who owned or held an active class A-General permit issued by the Louisiana Office of Alcohol and Tobacco Control pursuant to La. R.S. 26:71.1(1) between July 13, 2020 (the effective date of Proclamation 89 JBE 2020) and May 26, 2021 (the expiration date of Proclamation 79 JBE 2021) and suffered lost revenue as a result of Executive Orders relating to the sale of alcohol[]

(the “**Class**”) and appointed Jimmy R. Faircloth, Jr. to serve as “**Class Counsel**” and Plaintiffs City Bar, Inc., Rosie’s Tavern, LLC, Madisonville Riverside Bar, LLC, R. Heasley, LLC d/b/a Ram Rod’s Saloon, Wanous, LLC d/b/a AJ’s 2nd Street Pub, and Sandi’s Anchor Lounge, LLC d/b/a Da Camp to serve as class representatives;

WHEREAS, on October 20, 2025, Defendant was granted a suspensive appeal of the Class Certification Judgment;

WHEREAS, on October 31, 2025, the district entered Written Reasons for the Class Certification Judgment;

WHEREAS, commencing on or about June 8, 2025, the Parties participated in extended and complex negotiations under the direction of Sidney Moreland, IV, Esq., a well-respected mediator with significant experience handling class-action and other complex-litigation mediations, involving an in-person mediation, position papers incorporating expert reports and documentation, and multiple in-person and telephone sessions, culminating in an agreement on the terms of a compromise as set forth herein;

WHEREAS, the Plaintiffs maintain that the COVID Executive Proclamations operated as takings under Louisiana law for A-General permit holders who lost revenue as a result of restrictions imposed by the COVID Executive Proclamations;

WHEREAS, all issues remain disputed and the subject of the Lawsuit;

WHEREAS, Defendant denies all claims of wrongdoing and liability and each and all of the claims and contentions alleged in the Lawsuit or that could have been alleged in the Lawsuit, but, despite that denial, has concluded that further litigation would be protracted and expensive and that fully and finally settling the Lawsuit, on the terms and conditions in this Agreement, is desirable;

WHEREAS, the Parties recognize that the outcome of this and all litigation is uncertain, and the Parties agree that settling the Lawsuit, on the terms and conditions set forth in this Agreement, is desirable and beneficial;

WHEREAS, the Parties have explored and discussed, at length, the factual and legal issues in the Lawsuit, have engaged in good-faith, arm's-length negotiations concerning those issues, and have agreed to a global, final settlement of the Lawsuit, which renders the need for further litigation unnecessary;

WHEREAS, the Parties desire to compromise and settle all issues, claims, and allegations asserted or that could have been asserted in the Lawsuit by, or on behalf of, the Plaintiffs and the Class;

WHEREAS, the Parties have (a) made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Lawsuit, (b) investigated the claims and defenses asserted in the Lawsuit, including through informal and formal discovery, (c) engaged in motion practice in the district court; (d) participated in mediation directed by a highly respected

mediator, and (e) evaluated and considered the law applicable to the claims and defenses asserted in the Lawsuit;

WHEREAS, Class Counsel is experienced in this type of class litigation, recognizes the costs and risks of prosecuting this Lawsuit, and believes that it is in the best interest of the Plaintiffs and Class Members to resolve this Lawsuit and any and all claims arising from the conduct alleged in the Lawsuit by entering into this Agreement;

WHEREAS, the Parties believe that this Agreement offers significant benefits to all members of the Class and is fair, reasonable, adequate, and in their best interests; and

NOW, THEREFORE, the Parties hereby stipulate and agree as follows:

## II.

### DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1. “**Claims Deadline**” means the postmark or online submission deadline for Class Members to submit a claim under this Agreement, which shall be **60 days** after the Preliminary Approval Order. The date of the Claims Deadline shall be clearly set forth in the Notice, defined herein, provided to Class Members.

2. “**Claim Form**” means the form that will be used by the Class Members to submit a claim under this Agreement, substantially in the form as shown in **Exhibit A**. The required form and instructions will be provided in the Notice required by this Agreement.

3. “**Class**” means “All persons or juridical entities who owned or held an active class A-General permit issued by the Louisiana Office of Alcohol and Tobacco Control pursuant to La. R.S. 26:71.1(1) between July 13, 2020 (the effective date of Proclamation 89 JBE 2020) and May 26, 2021 (the expiration date of Proclamation 79 JBE 2021) and suffered lost revenue as a result of Executive Orders relating to the sale of alcohol,” as provided by the Class Certification Judgment.

4. “**Class Counsel**” or “**Plaintiffs’ Counsel**” means Jimmy R. Faircloth, Jr., of Faircloth Melton Bash & Green, LLC, 105 Yorktown Drive, Alexandria, Louisiana 71303.

5. “**Class Member**” means an individual who falls within the definition of the Class and who does not opt-out of Class participation.

6. “**Court**” means the 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, Section 22, and Judge Beau M. Higginbotham or any other judge to whom the Lawsuit may be assigned.

7. “**Defendant**” means John Bel Edwards in his official capacity as Governor of the State of Louisiana.

8. “**Defendant’s Counsel**” mean James M. Garner, Joshua S. Force, Stuart D. Kottle, and Curtis J. Case of Sher Garner Cahill Richter Klein & Hilbert, L.L.C., 909 Poydras Street, 28th Floor, New Orleans, Louisiana 70112.

9. “**Eligible Claim**” means a claim by a Class Member for loss of revenue as a result of the COVID Executive Proclamations verified under oath by the applicant.

10. “**Effective Date**” means the date upon which the Settlement in the Lawsuit shall become effective and final and occurs when the Final Approval Order has been entered and (1) no appeal or other review proceeding has been commenced and all times to appeal therefrom have expired or (2) an appeal or other review proceeding, having been timely commenced, has been concluded, such that it is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for writ of certiorari, or otherwise, and such appeal or other review has been resolved in a manner that affirms the Final Approval Order in all material respects. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, Class Counsel’s requests for fees and expenses or the Service Awards. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being Class Counsel’s fees and expenses or the Service Awards.

11. “**COVID Executive Proclamations**” mean 89 JBE 2020 (July 11, 2020), 96 JBE 2020 (July 23, 2020), 97 JBE 2020 (July 23, 2020), 101 JBE 2020 (Aug. 6, 2020), 102 JBE 2020 (Aug. 6, 2020), 110 JBE 2020 (Aug. 26, 2020), 111 JBE 2020 (Aug. 26, 2020), 117 JBE 2020 (Sept. 11, 2020), 118 JBE 2020 (Sept. 10, 2020), 123 JBE 2020 (Sept. 17, 2020), 134 JBE 2020 (Oct. 8, 2020), 135 JBE 2020 (Oct. 8, 2020), 143 JBE 2020 (Oct. 22, 2020), 158 JBE 2020 (Nov. 5, 2020), 159 JBE 2020 (Nov. 5, 2020), 168 JBE 2020 (Nov. 24, 2020), 174 JBE 202 (Dec. 4, 2020), 209 JBE

2020 (Dec. 22, 2020), 210 JBE 2020 (Dec. 22, 2020), 6 JBE 2021 (Jan. 12, 2021), 7 JBE 2021 (Jan. 12, 2020), 17 JBE 2021 (Feb. 10, 2021), 18 JBE 2021 (Feb. 10, 2021), 29 JBE 2021 (Mar. 2, 2021), 30 JBE 2021 (Mar. 2, 2021), 58 JBE 2021 (Mar. 16, 2021), 66 JBE 2021 (Mar. 30, 2021), 67 JBE 2021 (Mar. 30, 2021), 79 JBE 2021 (Apr. 27, 2021), 80 JBE 2021 (Apr. 27, 2021), 85 JBE 2021 (May 14, 2021), 93 JBE 2021 (May 25, 2021), and 94 JBE 2021 (May 26, 2021).

12. “**Final Approval Hearing**” means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and to award attorneys’ fees, expenses, and Service Awards from the Settlement Fund.

13. “**Final Approval Order**” means the Final Approval Order and separate Judgment of the Court approving this Agreement and making such other final rulings as are contemplated by this Agreement.

14. “**Long-Form Notice**” means the Court-approved notice of the Class Certification and proposed Class Settlement to be posted on the Settlement Website, substantially in the form as shown in **Exhibit B**, informing the Class Members of: (a) certification of the Class; (b) the right to opt-out of the Class; (c) the Opt-out Deadline; (d) the Preliminary Approval of the Settlement, (e) the Settlement benefits and risks, (f) the right to object to the Settlement, (g) the Objection Deadline, (h) the right to submit a claim for payment, (i) the Claim Deadline, (j) the date of the Final Approval Hearing, and (k) and the anticipated date of distributions under the Settlement.

15. “**Net Settlement Proceeds**” mean the balance remaining in the Settlement Fund after payment of all Court-approved Settlement Administration Costs, Class Counsel fees and expenses, and Service Awards;

16. “**Notice**” means notice of Class certification and the proposed Settlement to be provided to the Class Members, substantially in the form attached as **Exhibit B** (Long-Form Notice) and **Exhibit C** (Short Form Notice) to this Agreement.

17. “**Objection Deadline**” means the date by which the Class Members may file their objection to the Settlement, if any, with the Court and mail a copy to Class Counsel and Defendant’s Counsel. The postmark date will constitute evidence of the date of mailing for these purposes. The Objection Date will be **45 days** from date of the Settlement Administrator’s mailing of the Short

Form Notice or **30 days** from the date of the Class Member's signed receipt of the Postcard Notice, whichever occurs later.

18. **"Opt-out Deadline"** means the postmark or online submission deadline for Class Members to exclude themselves from the Class, which shall be **45 days** after the Preliminary Approval Order. The date of the Opt-out Deadline will be provided in the Notice required by the Agreement.

19. **"Opt-out Form"** means the form required for Class Members to exercise their right to exclude themselves from participation in the Class. The form and instructions for opting-out will be provided in the Notice required by this Agreement.

20. **"Parties"** mean Plaintiffs, Defendant, and the State.

21. **"Payment Allocation Formula"** means the formula for distributing the Net Settlement Proceeds among the Class Members, as provided in **Exhibit D**.

22. **"Preliminary Approval Order"** means the order of the Court preliminarily approving this Settlement Agreement, substantially in the form attached as **Exhibit E**.

23. **"Released Claims"** mean the claims released by this Agreement as set forth in Section IX.

24. **"Released Parties"** mean the named Defendant and the State, including its employees, servants, agents, assigns, and attorneys.

25. **"Service Awards"** mean amounts payable to Plaintiffs from the Settlement Fund as compensation for the time and effort they spent pursuing this Lawsuit on behalf of the Class, subject to the Court's approval.

26. **"Settlement," "Settlement Agreement,"** and **"Agreement"** mean the Parties' agreement to settle and resolve the claims asserted or that could have been asserted in the Lawsuit, the terms of which are set forth in this Agreement.

27. **"Settlement Administration"** means providing Notice to the Class, the processing of claims and payments to the Class Members, and other duties to be performed by Class Counsel and the Settlement Administrator as provided under this Agreement.

28. **"Settlement Administration Costs"** mean all actual costs associated with, or arising from, the Settlement Administration, including, but not limited to, the costs of Notice and

distribution to the Class Members, the costs of administering the Settlement Fund, and the reasonable fees of the Settlement Administrator.

29. “**Settlement Administrator**” means a person or entity with experience administering class-action settlements and claims similar to those in the Lawsuit and addressed in this Agreement whom the Court will appoint to serve as the special master for the administration of this Settlement.

30. “**Settlement Fund**” means a fund consisting of payments made by the State, solely from the appropriation of funds by the Louisiana Legislature, under the terms of the Settlement Agreement.

31. “**Settlement Website**” means the website to be established by Class Counsel that will provide all interested persons of the terms of this Agreement, their rights, dates and deadlines, and related information and will include in .pdf format and available for downloading the following: (a) Plaintiffs’ First Amended Class Action Petition for Damages; (b) Class Certification Judgment; (c) Settlement Agreement; (d) Motion to Approve Class Action Settlement; (e) Preliminary Approval Order; (f) Long-Form Notice; (g) Opt-out Form; (h) Claim Form, (i) Payment Allocation Formula, and (j) any other materials that the Parties agree or the Court orders should be posted on the website. The Settlement Website will provide the Class Members with the ability to complete and submit the Claim Form electronically. The Settlement Website will be deactivated **120 days** after the Effective Date.

32. “**Short Form Notice**” means the notice of Class Certification and Hearing on Final Approval of Class Settlement to be provided to the Class Members, as approved by the Court, substantially in the form attached as **Exhibit C** to this Agreement. The Short Form Notice will direct recipients to the Settlement Website where individuals may obtain additional details regarding Class certification, the right to opt-out of the Class, and the proposed Settlement and the Claim Form, which shall be used to make claims for monetary benefits.

33. “**Taxes and Tax-Related Expenses**” mean any and all applicable taxes, duties, and similar charges imposed by a governmental authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by, or in respect of, the Settlement Fund.

34. “**Unknown Claims**” mean any of the Released Claims that any Plaintiff and Class Member does not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known, might have affected their settlement with, and release of, the Released Parties or might have affected their decision not to object to, or participate in, this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs and Class Members shall be deemed to have waived, and by operation of the Judgment shall have waived, the provisions, rights, and benefits conferred to the Class Members even if they hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims. The Plaintiffs and Class Members expressly shall have, shall be deemed to have, and by operation of the Judgment shall have fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims, upon the Effective Date. The Parties acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement, of which this release is a part.

### III.

#### **CONSIDERATION AND REQUIRED EVENTS**

35. Agreement to Pay: The State agrees to pay thirteen million dollars and zero cents (\$13,000,000.00) in full and final settlement of all Released Claims (“Settlement Payment”), subject to approval by the Court.

36. Legislative Appropriation Required: The State’s funding of this Settlement is contingent on an appropriation of funds from the Louisiana Legislature, including compliance with R.S. 24:653(H), the timing and outcome of which are indeterminable. Plaintiffs and Class Members expressly acknowledge and agree that the Settlement Payment and Settlement Fund will be obtained solely from and through a legislative appropriation and waive any and all rights they may have to enforce the payment terms of this Agreement through any means other than a legislative appropriation, including, but not limited to, a proceeding for breach of contract or mandamus. The Settlement Agreement creates no obligations regarding a legislative appropriation.

37. Dismissal and Release of Claims: Plaintiffs agree to dismiss and release the Released Parties from all Released Claims upon the Effective Date.

38. Stay of Suspensive Appeal and Partial Remand: Upon the execution of this Agreement, the Parties will jointly move the Louisiana First Circuit Court of Appeal, on an expedited basis, to stay Defendant's suspensive appeal and partially remand the Lawsuit to the Court to consider and administer this Settlement as follows: (a) direct notice of class certification as required by La. C.C.P. art. 592(B); (b) grant preliminary approval of this Agreement; (c) grant approval of the process and related matters provided in the Agreement; (d) schedule and conduct a hearing to determine whether the Settlement is "fair, reasonable, and adequate for the class" as required by La. C.C.P. art. 594(E); and (e) dismiss the Lawsuit upon the Effective Date.

39. Settlement Fund: All funds paid by the State under the terms of this Settlement shall be deposited into a Qualified Settlement Fund ("QSF") to be opened and maintained by the Settlement Administrator.

40. Payments from the Settlement Fund: The Settlement Administrator will pay the following payments and costs, in the following order, exclusively from the Settlement Fund: (a) Settlement Administration Costs, including any Taxes and Tax-Related Expenses; (b) Class Counsel's fees and expenses as approved by the Court; (c) Service Awards as approved by the Court; and (d) Eligible Claims to the Class Members. If, after making all payments permitted by this paragraph, any funds remain in the Settlement Fund, the Settlement Administrator will remit the unpaid funds to the State.

41. Payment of Class Counsel's Fees and Expenses: No later than **14 days** before the Objection Date, Class Counsel will move the Court for an award of attorneys' fees in an amount not to exceed thirty percent (30%) of the Settlement Payment, plus reimbursement of reasonable litigation costs and expenses. Within **10 days** of the Effective Date, Class Counsel will provide the Settlement Administrator with payment instructions. If Class Counsel's request is approved by the Court, the Settlement Administrator will make such payments from the Settlement Fund within **14 days** after the Effective Date.

42. Service Awards: Class Counsel will move the Court for Service Award payments from the Settlement Fund for the Plaintiffs in an amount not to exceed \$5,000.00, each, in

recognition of the risks taken by them, both financial and otherwise, in commencing and prosecuting this Lawsuit. The State agrees not to oppose payment of these Service Awards from the Settlement Fund. If awarded by the Court, the Settlement Administrator will pay the Service Awards from the Settlement Fund in the manner directed by Class Counsel within **14 days** after the Effective Date.

43. Payment of Eligible Claims to Class Members: The Settlement Administrator shall pay each Class Member who submits a timely Eligible Claim according to the Payment Allocation Formula (Exhibit D).

#### IV.

#### **NOTICE OF CLASS CERTIFICATION AND THE PROPOSED SETTLEMENT**

44. Long Form Notice (Exhibit B): No later than **7 days after entry of the Preliminary Approval Order**, Class Counsel shall post the Long-Form Notice on the Settlement Website.

45. Short Form Notice (Exhibit C): **No later than 14 days after entry of the Preliminary Approval Order**, Class Counsel shall send Short Form Notice, by First Class U.S. Mail, to all Class Members, consisting of all holders of A-General alcohol permits between July 13, 2020 and May 26, 2021, as reflected in the records of the Louisiana Office of Alcohol and Tobacco Control. Before mailing the Short Form Notice, Class Counsel shall run the postal addresses of all Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS. If the USPS returns a Short Form Notice to Class Counsel because the address is no longer valid and the envelope contains a forwarding address, Class Counsel shall re-send the Short Form Notice to the forwarding address within **10 days** of receiving the returned Short Form Notice. If the USPS returns a Short Form Notice without providing a forwarding address after the first mailing and at least **14 days** before the Objection Date Deadline, Class Counsel will perform a standard skip trace to attempt to ascertain the Class Member’s current, valid address. If a current, valid address is obtained, Class Counsel will re-send the Postcard Notice within **7 days** of receiving the mailing information, which will be the final mailing requirements.

#### V.

### **OPTING-OUT OF THE CLASS**

46. All persons meeting the definition of the Class under the Class Certification Judgment are included in the Class, unless a completed Opt-out Notice is submitted to the Claims Administrator, electronically or by certified mail, within **45 days of the Preliminary Approval Order**.

47. All persons who fall within the definition of the Class but who opt-out of Class membership shall be deemed to have waived any rights or benefits under this Agreement.

48. The Settlement Administrator must provide Class Counsel and Defendant's Counsel with an affidavit identifying all Opt-out Notices and Objections to the Settlement no later than **16 days before the Final Approval Hearing**. Class Counsel will file the Settlement Administrator's affidavit with the Court in the Motion for Final Approval and serve a copy on Defendant.

### **VI.**

### **OBJECTIONS TO THE SETTLEMENT**

49. Any Class Member may make an objection to the proposed Settlement as provided herein.

50. To make a valid objection to the Settlement, an objecting Class Member must mail a letter, by First Class U.S. Mail, to the Settlement Administrator **on or before the Objection Deadline**, setting forth the following information, in writing and personally signed by the objector: (a) the objector's full name, business name, current address, and current telephone number; (b) the case name and case number of the Lawsuit, *City Bar, Inc., et al. v. John Bel Edwards*, Case No. C-703353; (c) documentation sufficient to establish the objector's membership in the Class, such as a copy of the Postcard Notice received by the objector; (d) a statement of the objection(s) the objector wishes to make, including the factual and legal grounds for the objection(s); (e) copies of any documents that the objector wishes to submit in support of the objection(s); (f) a statement whether the objecting Class Member intends to appear at the Final Approval Hearing; and (g) the name, address, and telephone number of any attorney representing the objecting Class Member.

51. Subject to the Court's approval, any objecting Class Member may appear, in person or through counsel, at the Final Approval Hearing held by the Court. Notwithstanding this

provision, the Parties do not waive and expressly preserve their right to contest the appearance of any objecting Class Member on any grounds and their right to assert any and all potential defenses and privileges to any such appearance.

52. If the objecting Class Member intends to appear at the Final Approval Hearing through counsel, the notice of appearance filed with the Court must also identify the attorney(s) representing the objector who will appear at the Final Approval Hearing and include each such attorney's name, address, phone number, email address, state bars to which the attorney is admitted (including bar numbers), and a list identifying all objections the attorney has filed to class action settlements in the past 3 years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by any such attorney.

53. If the objecting Class Member intends to request permission from the Court to call witnesses at the Final Approval Hearing, the objecting Class Member must provide a list of any such witnesses together with a brief summary of each witness's expected testimony **at least 14 days before the Final Approval Hearing.**

54. These procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of objection(s) to the Settlement Agreement in accordance with the due process rights of all Class Members.

## VII.

### CLAIMS PROCESS AND PAYMENTS

55. Making a Claim: To receive a distribution from the Settlement Fund under this Agreement, Class Members must submit a completed Claim Form (Exhibit A) to the Settlement Administrator **by the Claims Deadline**. Each Class Member is limited to the submission of one Claim Form, and in no event shall a Class Member receive more than one distribution of Settlement benefits. The failure to submit a timely Claim Form will constitute a waiver of all rights under this Agreement and the waiver of all claims alleged, or that could have been alleged, in the Lawsuit.

56. Payments from the Net Settlement Proceeds: The Settlement Administrator will pay all Eligible Claims from the Net Settlement Proceeds based on the Payment Allocation Formula (Exhibit D).

57. Disbursement of Payments to Class Members and Checks: **Within 30 days after the Effective Date** or after all deficient claims are resolved, the Settlement Administrator will disburse payments to each Class Member who has submitted a timely Claim Form in accordance with Paragraph 56 of this Agreement. The Settlement Administrator may make these payments electronically or by paper check.

58. Failure to Cash Settlement Check: Checks issued by the Settlement Administrator to Class Members for Eligible Claims will be deemed expired if not cashed **within 90 days** of issuance (based on the date of the check). Any Class Member who does not cash a check before its expiration may petition the Settlement Administrator **within 30 days** of the expiration of the uncashed check to reissue the check, and, good cause appearing, the Settlement Administrator will issue a new check. Class Members may petition the Settlement Administrator to reissue an expired Settlement check only one time, and any reissued check will expire **within 30 days** of the reissuance date (based on the date of the reissued check). Class Members who do not timely cash their Settlement checks and who fail to petition for the reissuance of the check or who do not timely cash a reissued Settlement check will be deemed to have waived any right to a cash payment under this Agreement. The Settlement Administrator will remit the total amount of all uncashed Settlement checks and uncashed reissued Settlement checks to the State.

## VIII.

### SETTLEMENT ADMINISTRATION

59. Engagement of Settlement Administrator: Upon entry of the Preliminary Approval Order and subject to the Court's approval, Plaintiffs will engage Eisner Advisory Group as the Settlement Administrator.

60. Duties of the Settlement Administrator: In addition to any other duties set forth in this Agreement, the Settlement Administrator will be responsible for the following:

- a. maintaining the Settlement Website and toll-free number with recorded answers for **120 days following the Effective Date**;

- b. keeping track of Class Members who opt-out of the Class and maintaining all related records, including the original mailing envelope(s).
- c. keeping track of Claim Forms and maintaining all related records, including the original mailing envelope(s);
- d. keeping track of Objections to the Settlement and maintaining all related records, including the original mailing envelope(s);
- e. keeping track of all other communications from Class Members and maintaining all related records;
- f. maintaining adequate records of the Settlement Administrator's activities;
- g. promptly furnishing to the Parties' counsel upon request (i) copies of completed Claims Forms, (ii) copies of any objections, and (iii) all other written or electronic communications received from the Class Members;
- h. determining whether Claim Forms comply with the terms of this Agreement and are timely and valid;
- i. promptly preparing and distributing notices of deficiencies of Claim Forms to the submitting Class Members, stating the reason(s) for the deficiency in the Claim Form;
- j. delivering to the Parties' counsel no later than **16 days** before the Final Approval Hearing an affidavit reporting on the mailing of the Postcard Notice and identifying the number of Opt-out Notices, Objections to the Settlement, and Claim Forms and that have been received.
- k. establishing a QSF for the deposit of the Settlement Payment, ensuring all Taxes and Tax-Related Expenses associated with the administration of the Settlement Fund are timely paid from the Settlement Fund to the appropriate tax authorities and all tax filings are timely filed;
- l. determining the payment to each eligible Class Member in accordance with this Agreement;
- m. **no later than 14 days after the Effective Date**, distributing any awards of Class Counsel fees and expenses or Service Awards as approved by the Court;

n. **no later than 30 days after the Effective Date or after all deficient claims are resolved**, distributing payments to each eligible Class Member by electronic payment or check (by First Class U.S. Mail) in the amount of the approved claim;

o. confirming, in writing, the administrator's completion of the administration of the Settlement.

2. **No later than 14 days before the Final Approval Hearing**, Class Counsel shall file the Settlement Administrator's affidavit with the Motion for Final Approval.

## IX.

### **FULL AND FINAL RELEASE OF CLAIMS**

61. Plaintiffs and Class Members who fail to make a timely and valid Objection to the Settlement shall fully and finally release Defendant and the other Released Parties from any and all past, present, and future claims, demands, liabilities, losses, liens, obligations, debts, actions, causes and/or rights of action, rights, just compensation or other constitutional or statutory compensation for a constitutional taking, damages (including, but not limited to, special, indirect, consequential, and/or punitive damages), equitable relief, interest, costs, expenses, attorneys' fees, and payments of any nature whatsoever asserted in, arising out of, or in any way related to the Lawsuit or the COVID Executive Proclamations.

62. The Released Claims shall not include the right of any Class Member or any of the Released Parties, including Defendant, to enforce the Settlement or terms of this Agreement and shall not include the claims of any Class Member who has timely and validly excluded themselves from the Class by opting-out. The Louisiana Legislature's action (or inaction), at any time, not to appropriate funds for the Settlement Payment will not constitute or be deemed to constitute a breach of this Agreement and will not provide legal cause for any Party to enforce this Settlement.

63. Upon issuance of the Final Approval Order, (a) this Settlement Agreement shall be the exclusive remedy for any and all Class Members, (b) Defendant and the other Released Parties will not be subject to liability or expense of any kind to any Class Member for reasons related to the Lawsuit or the COVID Executive Proclamations, except as set forth in this Agreement, and (c) the Class Members shall be permanently barred from initiating, asserting, or prosecuting the Released Claims against Defendant and the other Released Parties.

**X.**

**REPRESENTATIONS, WARRANTIES, AND COVENANTS**

64. Class Counsel represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated by this Agreement. This Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid, and binding obligation.

65. Defendant's Counsel represent and warrant that they have the authority to execute, deliver, and perform this Agreement on behalf of Defendant and the State and to consummate the transactions contemplated by this Agreement. Defendant has authorized the execution, delivery, and performance of this Agreement and the consummation of the actions contemplated by this Agreement. This Agreement has been duly and validly executed and delivered by Defendant's Counsel on behalf of Defendant and the State and constitutes a legal, valid, and binding obligation by Defendant and the State. Defendant's Counsel, Defendant, and the State make no representations or warranties, however, with respect to any action by the Louisiana Legislature to appropriate funds to make the Settlement Payment.

66. No Party will solicit or encourage Class Members to opt-out of the Class or object or decline to participate in the Settlement. Any attempt to do so by either Plaintiffs or Defendant will be deemed a breach of this Agreement.

**XI.**

**MISCELLANEOUS PROVISIONS**

67. This Agreement is not to be used in evidence (except in connection with obtaining approval of this Settlement Agreement and enforcing its terms) and shall not, at any time, be construed or deemed to be any admission or concession by Defendant or the State with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever regardless of whether or not this Settlement Agreement results in the entry of a Final Approval Order as contemplated herein. Defendant and the State specifically deny all the allegations made in connection with the Lawsuit.

68. The Parties enter into this Agreement solely for the purposes of the Settlement. If the Court does not enter the Final Approval Order or the Final Approval Order is subsequently

reversed on appeal, the Parties agree to use their best efforts to cure any defect(s) identified by any court. If, despite those best efforts, the Parties cannot cure any such defect(s), this Settlement Agreement, including any releases or dismissals hereunder, will be canceled. Further, in that event, no term or condition of this Agreement, any draft of this Agreement, or the discussion, negotiation, documentation, or any other part or aspect of the Parties' settlement negotiations shall have any effect, no such matter shall be admissible in evidence for any purpose in the Lawsuit or otherwise, and the Parties shall be restored to their prior rights and positions as if they had not entered into the Settlement Agreement.

69. The headings of the sections and paragraphs of this Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

70. This Agreement may be amended only by a written instrument, signed by all Parties, that expressly refers to this Agreement and specifically states that it is intended to amend this Agreement. This Agreement may not be modified by an oral agreement even though supported by new consideration.

71. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

72. Except as otherwise provided in this Agreement, each Party will bear his, her, or its own costs of the Lawsuit.

73. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in any Settlement document.

74. The administration and consummation of the Settlement, as embodied in this Agreement, will be under the authority of the Court. The Court will retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the release. The Final Approval Order will provide that the Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of this Agreement, including, but not limited to, orders enjoining Class Members from

prosecuting claims released pursuant to this Agreement and allowing for discovery related to objectors, if any.

75. The determination of the terms and drafting of this Agreement has been by mutual agreement after negotiation, with consideration by, and participation of, all Parties and their counsel. Because this Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of the Settlement negotiations and in the drafting and execution of this Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

76. This Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter of this Settlement and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties. There are no agreements, understandings, restrictions, representations, or warranties other than those set forth in this Agreement. The Parties agree that the terms of this Agreement are contractual and not mere recitals.

77. The Parties agree that any unresolved disputes or disagreements regarding the meaning of the terms and conditions of this Agreement, the Parties' rights and obligations under this Agreement, or the manner in which any issue or dispute arising under this Agreement should be resolved will be submitted to the Court for resolution.

78. All time periods set forth in this Agreement will be computed in calendar days, unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act or default from which the designated period of time begins to run will not be included, but the last day of the period so computed will be included, unless it falls on a Saturday, Sunday, or legal holiday, in which event the period will be extended to the end of the next business day. Each of the Parties reserves the right, subject to the Court's approval, to seek reasonable extensions of time necessary to carry out any of the provisions of this Agreement and to modify or supplement any notice contemplated in this Agreement.

79. Any failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by another Party will not be deemed a waiver of any provision of this Agreement, and, notwithstanding such failure, the Party will have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

80. All notices to the Parties or their counsel required by this Agreement shall be made, in writing and communicated by electronic and regular mail, to the following (unless a Party subsequently designates otherwise):

**FOR PLAINTIFFS:**

Jimmy R. Faircloth, Jr., Esq.  
FAIRCLOTH MELTON BASH & GREEN,  
LLC  
105 Yorktown Drive  
Alexandria, Louisiana 71303  
Telephone: (318) 619-7755  
Facsimile: (318) 619-7744  
Email: jfaircloth@fairclothlaw.com

**FOR DEFENDANT:**

James M. Garner, Esq.  
Joshua S. Force, Esq.  
Stuart D. Kottle, Esq.  
Curtis J. Case, Esq.  
SHER GARNER CAHILL RICHTER KLEIN  
& HILBERT, L.L.C.  
909 Poydras Street, 28th Floor  
New Orleans, Louisiana 70112-1033  
Telephone: (504) 299-2100  
Facsimile: (504) 299-2300  
Email: jgarner@shergarner.com  
jforce@shergarner.com  
skottle@shergarner.com  
ccase@shergarner.com

81. The Parties agree to cooperate fully and 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 terms and intent of this Agreement.

82. This Agreement shall be construed and interpreted in accordance with the laws of the State of Louisiana.

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[SIGNATURE BLOCKS APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Plaintiffs and Defendant, by and through their respective counsel, have executed this Agreement as of the date(s) indicated on the lines below.

DATED: February \_\_\_, 2026      **FOR PLAINTIFFS:**

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JIMMY R. FAIRCLOTH, JR. (# 20645)  
**FAIRCLOTH MELTON BASH & GREEN, LLC**  
105 Yorktown Drive  
Alexandria, Louisiana 71303  
Telephone: (318) 619-7755  
Facsimile: (318) 619-7744  
Email: jfaircloth@fairclothlaw.com

DATED: February \_\_\_, 2026      **FOR DEFENDANT:**

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JAMES M. GARNER (# 19589)  
JOSHUA S. FORCE (# 21975)  
STUART D. KOTTLE (# 37194)  
CURTIS J. CASE (# 39413)  
**SHER GARNER CAHILL**  
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