

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA**

CARL CAVALIER

CIVIL ACTION NO.: 3:21-cv-000656

VERSUS

JUDGE: JOHN W. DEGRAVELLES

**THE LOUISIANA DEPARTMENT OF
PUBLIC SAFETY & CORRECTIONS,
ET AL.**

**MAGISTRATE JUDGE: RICHARD L.
BOURGEOIS, JR.**

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**MOTION TO REOPEN THE CAUSE
AND RESCIND THE PROPOSED SETTLEMENT**

Plaintiff, Carl Cavalier, hereby moves of this Court to Reopen the instant cause and to Rescind the proposed Oral Settlement Agreement (hereinafter “Settlement”) allegedly reached during a Settlement Conference before Magistrate Judge Richard Bourgeois on October 6, 2022. The instant matter was dismissed, without prejudice, subject to a sixty (60) day reopen period if the Settlement was not consummated. The alleged Settlement was oral and was never consummated nor reduced to writing. Further, the Oral Settlement was never offered in open court. There is no transcript of any agreement to a settlement.

In addition, Plaintiff’s objections to the terms of the proposed Oral Settlement were never included in the settlement discussions. Plaintiff’s attorney, at the time of the purported Oral Settlement discussions, refused to follow her client’s demands to ask for reinstatement to his job with the Louisiana State Police as part of any settlement. Counsel for Plaintiff coerced Plaintiff into apparently agreeing to the Oral Settlement. Since there was no actual meeting of the minds, the purported agreement to settle was forced onto Plaintiff under duress. Therefore, even if the Oral Settlement is considered enforceable, which is denied, because the Settlement was negotiated

under duress, the Oral Settlement should be rescinded, the dismissal is null and void, and the cause should be reopened.

A supporting Memorandum accompanies this Motion.

WHEREFORE, considering the foregoing Motion and accompanying Memorandum in Support, Plaintiff Carl Cavalier requests that the Captioned Matter be reopened and the proposed Settlement be rescinded.

Respectfully Submitted:

s/ James C. Carver

James C. Carver, Ph.D., J.D.

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CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of November, 2022, a copy of the foregoing pleading was filed electronically with the Clerk of Court using the CM/ECF system. Notice of this filing will be sent to counsel for Defendant, by operation of the Court's electronic filing system.

s/ James C. Carver _____
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.....
ORDER

Considering the foregoing Motion to Reopen the Cause and Rescind the Proposed Settlement,

IT IS ORDERED that the Cause, Carl Cavalier versus The Louisiana Department of Public Safety & Corrections, *et al.*, be reopened and that the proposed settlement resulting from the Settlement Conference before Magistrate Judge Bourgeois be Rescinded.

Baton Rouge, Louisiana, this _____ day of _____, 2022.

HONORABLE JOHN W. deGRAVELLES
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT

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.....
**MEMORANDUM IN SUPPORT OF PLAINTIFF'S
MOTION TO REOPEN THE CAUSE
AND RESCIND THE PROPOSED ORAL SETTLEMENT**

NOW INTO COURT, through undersigned counsel, comes Plaintiff, Carl Cavalier, who moves this Honorable Court to reopen the cause in the captioned matter, and to rescind a proposed oral settlement for the following reasons to-wit:

UNDERLYING FACTS

On or about January 31, 2022, Plaintiff, Carl Cavalier, was terminated from his position with the Louisiana State Police. In response, Plaintiff filed an EEOC complaint. Plaintiff also filed a claim before the Police Commission alleging wrongful termination by the Louisiana State Police. After receiving authorization to do so from the EEOC, Plaintiff then filed a petition in Louisiana State Court alleging wrongful termination based on his status as a “whistleblower.” On or about November 10, 2021, this case was removed to this US District Court for the Middle District of Louisiana [R.Doc. 1].

FACTS LEADING TO DISMISSAL

After several months of proceedings, the Court Ordered a Settlement Conference, to be held on October 6, 2022, at 1:30 p.m. via ZOOM, before Magistrate Judge Richard L. Bourgeois,

Jr. [R.Doc. 9]. No recording of the settlement proceedings was made, and the discussion was not made in “open court.” On or about October 7, 2022, Magistrate Judge Bourgeois made a minute entry in the Court record, stating, “ORDER OF DISMISSAL: This action is hereby DISMISSED without prejudice to the right, upon good cause shown within sixty (60) days, to reopen the action if the settlement is not consummated” [R.Doc. 41]. The putative Oral Settlement was never reduced to writing. As of the filing of this memorandum in support of the Motion to Reopen the Cause and Rescind the Proposed Settlement, the settlement has not been consummated.

Prior to the Settlement Conference, in September, 2022, the Defendants made an offer of settlement to Mr. Cavalier, which included paying Mr. Cavalier \$200,000.00 as well as agreeing to some, but not all, of the non-monetary issues important to Mr. Cavalier. Mr. Cavalier made it clear to his counsel that the settlement was unacceptable (See Exhibit 1 - Cavalier Declaration, ¶ 3). At that point, Mr. Cavalier’s counsel insisted on having a settlement conference before the Federal Magistrate in order to resolve any issues remaining in the settlement. During a telephone call between his counsel, Ms. Craft, and himself, on September 2, 2002, Mr. Cavalier made it abundantly clear to his attorney that he did not want to settle. Mr. Cavalier said, “Will—will you fight for me in trial? You know, if I want to go forward, will you fight for me?” Ms. Craft responded, “Have we backed down from any fight that we’ve had so far? Absolutely not.” Mr. Cavalier then said, “Well, I would say – I would say let’s go forward then, Miss Jill.” But Ms. Craft then said, “* * * You gave us authority to submit an offer in good faith, which we did. And I’m hearing from you this morning you want to withdraw it, against my advice. * * *” (See Exh. 3, page 11, line 10 through page 12, line 7.) Mr. Cavalier then reiterated, “I said, Listen, Brett [Ms. Craft’s co-counsel], it’s not about money. We can go and take it through trial, because I really just want the things that – you know, the evidence that we have, the evidence that I, you know,

have in my possession, to just come out during the trial.” (See Exh. 3, page 13, lines 7-14.) Further, Mr. Cavalier insisted on having his Hearing before the Civil Service Commission before a settlement conference before the Magistrate. (See Exh. 3, page 29, line 17 – page 31, line 14.) But his counsel proceeded to schedule the settlement conference before the Magistrate without having a Civil Service Hearing first (Exh. 1, Cavalier Dec. ¶ 7). During a later telephone conversation between Mr. Cavalier and his attorney, Ms. Jill Craft, Mr. Cavalier told Ms. Craft he wanted to consider going before the Commission before the Settlement Conference with the Magistrate, but Ms. Craft refused to comply with the wish by Mr. Cavalier (Exh. 4, page 28, lines 3-21).

Prior to this Settlement Conference, on numerous occasions, Plaintiff indicated to his counsel that he would not settle the case unless certain non-monetary aspects of his employment were included in any settlement (Exh. 1, Cavalier Dec. ¶ 6). On or about September 27, 2022, during a telephone conversation between Mr. Cavalier and his attorney, Ms. Craft outlined the settlement proposed by the Defendant, including holding a settlement conference before a magistrate judge (Exh. 4, page 3, line 25 – page 6, line 4). After hearing his offer, Mr. Cavalier responded, “Okay. Um, yeah, I’m—I’m not going to agree to that, * * *” (Exh. 4 page 6, lines 6-7). (Also see Exh. 4, page 31, lines 3-7.)

Specifically, Mr. Cavalier wanted the Defendant, the Louisiana State Police, to reemploy him (Exh. 1, Cavalier Dec. ¶ 7). The Settlement Conference was conducted via ZOOM, whereby the Court and the parties were at separate locations. The Plaintiff and his counsel, Ms. Jill Craft, were physically located at Ms. Craft’s office. His counsel, Ms. Craft, refused to bring all of the non-economic issues into the settlement discussions (Exh. 1, Cavalier Dec. ¶ 7, 8).

During the Settlement Conference, there were periods of time during which Mr. Cavalier and Ms. Craft were isolated from both the judge and the other party. During one of these times, Mr. Cavalier implored his counsel to raise the reemployment issue at the Settlement Conference (Exh. 1, Cavalier Dec. ¶ 8]. Mr. Cavalier, having never been in a Settlement Conference before, felt inhibited and wanted Ms. Craft to present his position on reemployment. Although some non-economic issues were raised, Ms. Craft refused to put the reemployment issue into the settlement discussion (Exh. 1, Cavalier Dec. ¶ 8). Mr. Cavalier wanted to think about things, but his attorney pressured him to settle. (See Exh. 4, page 32, line 3 – page 33, line 23.) Mr. Cavalier wanted his attorney to quit focusing on the money, but to focus on the non-monetary aspects of the case. Mr. Cavalier told his attorney, ·

-- that -- the non- -- because, look, you keep telling me stories about money, I don't -- I don't -- I don't -- that's not my concern. That's not my concern. But if we're going to talk about money and, you know, we're going to talk about 200, 200,000, then okay, let's -- let's stop talking about that, because it's crumbs to me. That's crumbs to me. I just -- honestly. I'm not worried about who got what in the past or who did what in the past. That's not me, that's not my situation. You know, I sympathize for them or with them, but that's not my situation. So, what I'm talking about is the non-monetary. I'm not asking for shit, much of shit on the non-monetary side. They got motherfuckers on the job who's -- who's -- (See Exh. 4, page 35, line 19 – page 36, line 13).

In further stating, Mr. Cavalier said, “* * *we disagreeing on the timing of going to the magistrate, * * *” (Exh. 4, page 38, lines 10-13.) “* * *I just—I just don’t see, you know – I just don’t see why we need to rush and go to the magistrate right now, as far as the leverage things go.” (See Exh. 4, page 39, lines 16-19. Also see Exh. 4, page 42, lines 12-25.)

At the conclusion of the Settlement Conference, Mr. Cavalier did not agree with the terms the attorneys reached, but Mr. Cavalier felt intimidated and felt extreme pressure to agree to the Settlement. He felt abandoned by his attorney since she refused to present his position. Thus, under duress, Mr. Cavalier did agree to the Settlement, even though he did not actually agree to the terms (Exh. 1, Cavalier Dec. ¶ 9). Soon after the settlement conference, when the terms of the proposed settlement were presented to him, Mr. Cavalier told Ms. Craft, “I don’t think I want to go forward with the settlement” (Exh. 5, page 2, lines 12-13). Mr. Cavalier then stated, “Well, I’m telling you I – I felt forced and under pressure to – to agree to something” (Exh. 5, page 6, lines 18-20). Mr. Cavalier said, “I’m telling you I felt pressured – because I didn’t – I didn’t – I didn’t want that from the beginning. I wanted my job back” (Exh. 5, page 7, lines 10-12). Mr. Cavalier further stated, “I asked – when he went on break, I asked my attorney to, hey, can you not make me explain my position in front of the judge again, because you know my position. You know what I want. You know, you know, as my attorney and I’m your client, you know what I wanted. (Exh. 5, page 9, lines 7-15).

Prior to the settlement conference, on information and belief, counsel for the parties discussed a dollar figure for settlement. However, on September 2, 2022 and on September 27, 2022, Plaintiff had telephone meetings with his counsel, and on both occasions, Mr. Cavalier emphatically stated that the number of dollars in the settlement was not the only component of settlement he wanted discussed. This issue arose again during the settlement conference and Mr. Cavalier was bullied into accepting the agreement though he actually did not agree. Specifically, Mr. Cavalier said that he would not settle unless the non-monetary issues were resolved as he desired, including but not limited to possibly his reinstatement with the Louisiana State Police (Exh. 1, Cavalier Dec. ¶ 6).

ARGUMENT

I. No Settlement was Consummated

This case should be reopened since the parties have not consummated the settlement as required by the Order [R.Doc. 41] issued by Magistrate Judge Bourgeois. The definition of “consummate” is to finish or to complete. In the instant matter, consummating the settlement would include (1) reducing it to writing and (2) performance under the purported agreement. In the instant matter, there is no record of the terms of the purported settlement, nor is there any document to sign. No performance has been done, including money paid, or dismissal of the complaint before the EEOC or the Civil Service Board. Therefore, under the Order of the Court, we respectfully request that this captioned matter be reopened.

II. The Oral Settlement Agreement Is Not Enforceable

The purported settlement agreement appears to be strictly an oral agreement. While in some cases an oral settlement agreement has been enforced in federal court, if there is a claim that there was no actual agreement between parties, then the matter may be referred back to the Court for further inquiry. In *Alexander v. Industries of the Blind, Inc.*, 901 F.2d 40, 41 (4th Cir. 1990), the parties entered into an oral settlement, but the plaintiff refused to sign, contending that her authorization was contingent on her talking with the EEOC. Because there appeared to be a question regarding whether a final settlement was reached, the District Court would not enforce the oral settlement. The Court of Appeal, however, vacated the Order from the District Court denying the motion to enforce the oral settlement and remanded the matter to the District Court for clarification on whether the attorney had full authority to settle, and also to resolve conflicting testimony.

In the instant matter, Mr. Cavalier did not authorize his counsel to settle the case during the Settlement Conference. Mr. Cavalier and his counsel were in significant disagreement during the settlement discussions. While in a separate “room,” Mr. Cavalier emphasized to his counsel that he wanted her to present his reinstatement to his former position as part of the settlement (Exh. 1, Cavalier Dec. ¶ 8). His counsel would not focus on this issue, but continued to focus on monetary issues. Mr. Cavalier was intimidated by the whole process. He wanted his counsel to speak for him, but she refused. Earlier, Mr. Cavalier had wanted to have his Hearing before the Civil Service Board **before** any settlement conference was held (Exh. 1, Cavalier Dec. ¶ 7). Contrary to his instructions, his counsel set up the Settlement Conference referenced above. There can be little doubt that Mr. Cavalier did not agree with the terms of the settlement, and verbally agreed only under significant duress. Thus, just as in *Alexander’s, supra*, the case should be reopened for clarification on whether all agreed to the settlement.

In *Hensley v. Alcon Laboratories*, 277 F.3d 535, 538 (4th Cir. 2001), after the parties reached an oral settlement, they failed to make progress moving from oral to written agreement. Similarly, in the instant matter, no written agreement has been signed by Mr. Cavalier. In *Hensley, supra*, Alcon moved to enforce, requesting attorney fees. The plaintiff refused to sign the agreement, and the plaintiff’s attorney then filed a Motion to withdraw. Again, in the instant matter, counsel for Mr. Cavalier filed a Motion to withdraw. The Court held that it had the inherent power to enforce an oral settlement if it was clear that (1) parties reached a complete agreement, and (2) it could determine all of the terms and conditions of the oral settlement. In *Hensley, supra*, the Court stated that if no settlement agreement was reached on all the material terms, then it must deny enforcement [emphasis added]. *Hensley, supra*, 541. In the instant matter, there was never a complete agreement set forth. While various terms of the purported agreement were discussed

during the settlement conference, it is impossible to set forth with complete accuracy the terms and conditions of this oral agreement, since there is no record from the Court of the details of the settlement.

Under Louisiana law, which admittedly does not take precedence in this matter, an oral agreement must be either reduced to writing or recited in open court. The reason for this provision is so there is no ambiguity in the terms and conditions of the oral agreement. In the case at bar, the same concern arises; there is ambiguity on the terms and conditions of the oral agreement. Thus, as in *Hensley*, the oral settlement is not enforceable, and the case should be reopened.

III. Plaintiff Was Under Duress by Counsel

In this matter, Mr. Cavalier was at the mercy of his counsel. She told him that because he could not win at trial, nor could he win on appeal, he had to settle. Further, she began to focus mainly on the dollar amount of the settlement even though Mr. Cavalier wanted to focus on non-monetary issues. Because of the duress Mr. Cavalier was put under by his counsel, his apparent agreement to settle was forced on him by his counsel.

In *Mahboob v. Department of Navy*, 928 F.2d 1125 (Fed. Cir, 1991), the plaintiff, Dr. Mahboob, was removed from her position as a medical technologist at the National Naval Medical Center for unauthorized release of official information and unacceptable performance. Dr. Mahboob appealed, claiming among other things that she was removed on the basis of discrimination because she was a Moslem. At a prehearing conference, held by telephone before an administrative judge (“AJ”), the plaintiff did not hear all of the conversation between the lawyers and the AJ. During that conference the defendant claimed an oral settlement was reached. Just like in the instant matter, in *Mahboob, supra*, while the plaintiff’s attorney agreed to the terms, the plaintiff claimed she did not agree. Nevertheless, the AJ issued an Opinion dismissing the

case. Plaintiff appealed, *pro se*. The plaintiff asserted that her attorney, for several weeks prior to the conference call, urged her to settle. In the matter at bar, Ms. Craft strongly urged Mr. Cavalier to settle. But in *Mahboob, supra*, the plaintiff claimed she did not understand that the telephone conference was intended to be a final and binding settlement, and she understood that the details would be in a written agreement which she could examine. In *Mahboob, supra*, the plaintiff understood that the settlement would not be binding until she signed the agreement. In the case before the Court, Mr. Cavalier also thought he could reject the settlement later. In *Mahboob, supra*, the plaintiff maintained that her attorney did not have authority to settle. In the instant matter, as stated above, Mr. Cavalier did not authorize his attorney to settle, and he thought that he had instructed his attorney NOT to accept the settlement as presented. (See Exh. 2, p. 6, lines 16-24.) Just as in *Mahboob*, Mr. Cavalier's attorney refused to represent him in his challenge to the oral settlement. In *Mahboob*, the Court of Appeal held that the oral settlement was not enforceable and reversed the board's decision. The instant matter also should be returned to the Court docket and the dismissal reversed. Further, any purported oral settlement should be rescinded.

IV. Conclusion

Based on the foregoing, Carl Cavalier, Plaintiff in the captioned matter, asks that the Court reopen the cause, and rescind the settlement.

Respectfully Submitted:

s/ James C. Carver

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ET AL.**

**MAGISTRATE JUDGE: RICHARD L.
BOURGEOIS, JR.**

.....
I, Carl Cavalier, declare:

1. I am the plaintiff in this captioned matter.
2. I have personal knowledge of the facts stated herein, and if called upon to testify thereto, I could and would competently do so.
3. On September 1, 2022, I left a message with Jill Craft's office indicating that a settlement of \$200,000 was not acceptable.
4. On September 2, 2022, on a telephone call between Jill Craft and me, I reiterated that \$200,000 was not enough. When I told Ms. Craft that I did not accept the settlement, my attorney told me that she might have to seek separate counsel and I would probably have to seek other counsel.
5. On the September 2, 2022 telephone conversation between Ms. Craft and me, she told me that an appeal to the 5th Circuit Court of Appeal would be hopeless because the United States 5th Circuit Court of Appeal is hostile to Civil Rights plaintiffs.
6. On September 27, 2022, on a telephone call between Jill Craft and me, she presented a proposed settlement from the Louisiana State Police, including some non-monetary items as well as a payment of \$200,000. I repeated that I would not accept this

settlement without the non-monetary terms being accepted by the Louisiana State Police.

7. On the September 27, 2022 telephone conversation between Ms. Craft and me, she told me she would not raise the issue of reemployment because that would jeopardize the settlement for \$200,000, and I could not expect to prevail at trial. I told my attorney, Ms. Craft, that I wanted to have the hearing before the Civil Service Commission before we had a settlement conference, but she refused.
8. During the settlement conference before Magistrate Richard L. Bourgeois, Jr., when we were separated into our “room,” I again asked my attorney to raise the reemployment issue before the Magistrate, and she refused.
9. During the settlement conference I was unduly pressured and coerced by my attorney to agree to the settlement even though I did not agree to the settlement.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration has been executed on November 16, 2022, at Baton Rouge, LA.

Carl Cavalier
Carl Cavalier

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P R O C E E D I N G S

(Call to Order of the Court)

THE COURT: Be seated, please.

Let's call the case.

THE COURTROOM DEPUTY: Civil Action 21-656, Carl Cavalier versus Louisiana Department of Safety & Corrections.

THE COURT: Counsel?

MS. CRAFT: Yes, sir. Jill Craft and Brett Conrad as movers on the motion to withdraw.

THE COURT: Good afternoon.

MS. PELLEGRIN: Good afternoon, Judge. Jennie Pellegrin and Ben Mayeaux on behalf of the Department of Public Safety & Corrections and Colonel Davis.

THE COURT: Good afternoon to everyone.

I will start by saying I learned earlier today that Mr. Cavalier had reached out to my Chambers sometime before the motion was filed to indicate that he had changed his mind, I think is what my Judicial Assistant had informed me. I just want you guys to know that. I didn't know about that. The first I knew that there was any issue was when the motion to withdraw was filed.

I will assume we have not executed settlement documents?

MS. PELLEGRIN: No, your Honor, we have not.

THE COURT: Ms. Craft, without going in any attorney-

1 client communications, I'm assuming that this is part of the
2 reason you filed the motion?

3 MS. CRAFT: Yes, sir.

4 THE COURT: Okay.

5 Mr. Cavalier?

6 MR. CAVALIER: Yes, sir.

7 THE COURT: Why don't you come up to the podium.

8 You understand your attorney wants to get off the
9 case. It would leave you --

10 Yep, come on up.

11 (Mr. Cavalier complies)

12 THE COURT: This will leave you, at least for the, for
13 the immediate time being, unrepresented. Do you understand
14 that?

15 MR. CAVALIER: I understand.

16 THE COURT: Again, not going into your conversations
17 with them and whether we, I mean, I'll say this. We have an
18 agreement. I mean, I sat there and facilitated the conference.
19 Everybody agreed. Now whether it's one that can be enforced or
20 whether your case will ever come back is yet to be determined,
21 but I just want to make sure we understand where I'm coming
22 from.

23 So from my perspective, the case is closed. If I let
24 Ms. Craft off, it's going to be up to you to figure out with
25 the opposing counsel exactly how you intend to move forward.

1 I'm more than happy to address any concerns you might have
2 today because I hate to see us get off track when at least the
3 portions of my involvement in this, I don't know what, what
4 would be the impediment. Again, I'm trying not to go into any
5 of the settlement negotiations, but, I mean, if there's any
6 concerns you have that I can help you with, I'm more than happy
7 to address those.

8 What do you want to do? You want Ms. Craft to
9 withdraw and --

10 MR. CAVALIER: No. I never asked for Ms. Craft to
11 withdraw. I just asked her to clarify her position, if she
12 wanted to withdraw or not.

13 THE COURT: Okay. Well -- and, and so it, it
14 certainly appears that whatever happened from when we all said
15 we've got a deal to October 14th something has happened in, in
16 you guys' relationship. And I'm not one to keep somebody on if
17 they feel that they've got a reason they can't move forward
18 with representing you.

19 But you understand right now we've got a closed case
20 and a, what will be an unrepresented plaintiff moving forward.
21 Now whether the defense files a motion to reopen the case or
22 you file a motion to reopen the case or they file a motion to
23 enforce a settlement agreement -- and again, I, I keep
24 referring to that because the record, I mean, I put it in the
25 record, right? We have an agreement. Judge deGravelles is

1 under the impression that there's been an agreement -- you'd
2 have to move forward in, in defending that position, whatever
3 it may be, by yourself?

4 MR. CAVALIER: Okay.

5 THE COURT: Okay? And is there any chance I can get
6 you to come back to what we resolved back in, earlier this
7 month? I can't remember the exact date, October 7th.

8 Has somebody changed? I mean, are they telling you
9 it's a different deal than we had worked out? Is that your
10 concern or is it just really you just changed your mind?

11 MR. CAVALIER: No, sir. It wasn't that I just changed
12 my mind. My position was, was never accurately represented by,
13 by my counsel.

14 THE COURT: Well, you -- that's why I have you at the
15 conference.

16 MR. CAVALIER: Understood.

17 THE COURT: And so you were sitting right there and
18 anything she said to me was with you right there. I mean, I'm
19 not going into the details of it, but -- so it sounds like,
20 what, you just decided that what we directly discussed at the
21 conference is no, not your position, is that what I'm hearing?

22 MR. CAVALIER: That was not totally my position, no,
23 sir.

24 THE COURT: Okay. And I'm assuming that maybe that's
25 a reason why your attorney is saying -- 'cause you didn't say

1 anything along those lines during the conference. Well --

2 MR. CAVALIER: I -- excuse me, Judge.

3 I did say that. When you were flipping back and forth
4 from LSP --

5 THE COURT: Uh-huh (indicating an affirmative
6 response).

7 MR. CAVALIER: -- to our side, me and my counsel, my
8 counsel and I was having a conversation and I reminded her of
9 my position prior to settlement discussions or -- excuse me --
10 prior to settlement discussions all the way from the beginning
11 from when I hired her prior to settlement discussions, during
12 settlement discussions, all the way up until the mediation on
13 October 6th.

14 THE COURT: Uh-huh (indicating an affirmative
15 response).

16 MR. CAVALIER: And when you took a break and flipped
17 over to the other side, I explained to her, "Hey, please don't
18 make me explain myself, my position to the judge because you're
19 better at explaining my position. You're, you're an attorney.
20 You're my attorney. You represent me." And I asked her to
21 explain my position to you and I asked her specifically, "Hey,
22 can you ask for my job back? Can you put that on the table?
23 Can you ask for my job back?" She just told me no, she wasn't
24 doing it.

25 THE COURT: Uh-huh (indicating an affirmative

1 response) .

2 MR. CAVALIER: 'Cause State Police wasn't going to
3 give me my job back, but I at least wanted to put the offer on
4 the table. And that -- and that -- that wasn't just in the
5 mediation. That wasn't just out of thin air in the mediation.
6 That was from the beginning.

7 THE COURT: Okay. Well, you -- as I said, I'm not
8 inclined to get back involved in settlement until we figure out
9 what to do with the fact that this case was settled. Now
10 again, I'm not suggesting that that's necessarily an
11 enforceable agreement. We'll have to go into whatever law
12 needs to be addressed there.

13 But I will grant the motion to withdraw as counsel of
14 record.

15 And Mr. Cavalier, if there's some relief you think you
16 can get out of this case in the current posture it's in, it's
17 something you'll have to do yourself.

18 I'll remind everybody. I've got a 60-day dismissal in
19 place with Judge deGravelles. So the case is closed as far as
20 we're concerned and, and anything else, you guys will have to
21 figure out how we move forward from there.

22 If you want to have new counsel enroll or represent
23 you and figure out how to get the case reopened, we can
24 certainly do that. And again, there may be some impediments
25 here in, in getting the case closed without anything further.

1 I hate to ask. Was there any e-mail correspondence
2 after the conference, anything like that in writing? And I'm
3 getting heads nodding yes.

4 MS. PELLEGRIN: Yes, your Honor.

5 THE COURT: Well, I would, if that's the case, I would
6 suggest a motion to enforce the settlement agreement, if, if
7 that's what we're required to do, and we'll have to move that
8 way.

9 So I -- I -- again, we'll see what gets filed, but I
10 think that that's a fair question.

11 And this may be an issue between you and Ms. Craft at
12 the end of the day. If, if this case was resolved and your
13 representative on your behalf indicated that it's resolved,
14 Judge deGravelles will be the one to weigh in on whether that's
15 an enforceable agreement and then it just becomes a dispute
16 between you and your attorney. And so maybe that does make
17 more sense on why Ms. Craft would need to, to get off. Okay.

18 Well, I can't say I've been a lot of help other than
19 just kind of seeing a path forward. I'll keep an eye out for
20 anything that's filed.

21 Mr. Cavalier, what I would suggest -- I'm assuming you
22 have e-mail?

23 MR. CAVALIER: Yes.

24 THE COURT: Yep? Okay. If you want -- when you leave
25 here if you want to go down to the clerk's office -- that's in

1 the first floor just inside the metal detectors -- if you want
2 to tell them we've got the case if you're willing to accept
3 notices by e-mail. That way, you'll get them from the Court
4 instantaneously. We don't let attorneys, they don't have a
5 choice anymore. We've required every attorney, if they want to
6 be involved in federal court, they have to receive e-mail
7 notices. It's optional for, for parties who are unrepresented.

8 But I strongly recommend it only because sometimes
9 there's an emergency or something comes up by the Court where
10 we've got to set something.

11 You guys okay?

12 MS. PELLEGRIN: I just have a --

13 THE COURT: All right.

14 MS. PELLEGRIN: -- question for you when you're done,
15 Judge.

16 THE COURT: Okay.

17 So I, I would suggest it. Sometimes it's kind of the
18 older parties don't want to worry about e-mail, but I would
19 just suggest it for that reason. If I need to send you
20 something, if all we have is a mailing address, it's going to
21 take a couple of days and we have to hope the mail gets there.
22 If you have an e-mail address, we can e-mail you right away.

23 So there's a form down there where you can consent to
24 receiving e-mail notifications and that way, you're going to be
25 completely in the loop by anything the Court does right when it

1 happens.

2 Does that make sense?

3 MR. CAVALIER: Yes. Just where to go on the first
4 floor?

5 THE COURT: If you go to the first floor, you'll see
6 right by the metal detectors, one side is Probation and Parole.
7 You don't want to go there. The other side is the clerk's
8 office and you can go in there. You can give them this case
9 number -- and I'll have my, my courtroom deputy make sure they
10 know that we're about to grant this motion -- and so when they
11 see that you're unrepresented, you can say there's a form --
12 and in fact, it looks like Samantha has a copy of it right
13 there -- you can just give them that form where you say, "Look,
14 I agree to accept e-mail notices from the Court." And again,
15 it just, it works a lot better if you have e-mail.

16 Counsel?

17 MS. PELLEGRIN: Your Honor, given that you're granting
18 Ms. Craft's motion to withdraw, first a housekeeping matter.
19 Could we have Mr. Cavalier provide his contact information on
20 the record so that we can communicate --

21 THE COURT: Yeah.

22 MS. PELLEGRIN: -- directly with him --

23 THE COURT: That's a -- sure.

24 MS. PELLEGRIN: -- as we move forward?

25 And then the second housekeeping matter we wanted to

1 bring up, there's a 60-day order in place at the time. The
2 Louisiana State Police Commission proceeding, which was one of
3 the collateral issues that was resolved at the settlement
4 conference, your Honor --

5 THE COURT: Right.

6 MS. PELLEGRIN: -- there was a previously set matter
7 for November 10th. It's my understanding -- and, and Gail
8 Holland for Louisiana State Police may be able to speak to that
9 issue directly -- but as I understand it, that matter is, is
10 stayed, for lack of a better way of saying it, until -- they
11 knew we were having this hearing today and they wanted to see
12 what the outcome was. Given that that's November 10th, we have
13 the settlement checks, your Honor, and we don't think that
14 there's any reason for much more delay in perfecting the
15 settlement.

16 So we would like to present everything to Mr. Cavalier
17 and if at that point he chooses not to go forward with the
18 settlement, then we'll seek relief from the Court as we need.
19 But in the interim, they have the State Police Commission
20 proceeding that may end up sort of reviving itself.

21 Is there any chance that we could have a date prior to
22 November 10th by which we can get everything finalized with the
23 Court to the extent Mr. Cavalier will go forward with the
24 settlement?

25 THE COURT: A date -- November 10th is still within

1 the 60 days, right?

2 MS. PELLEGRIN: I think you gave us -- we were here on
3 October 6th. You gave us a 60-day order.

4 THE COURT: Right.

5 MS. PELLEGRIN: And we'd like to perfect everything
6 before that so as to --

7 THE COURT: Well, there, as I say, that's the last
8 day, as far as we're concerned. So I mean, you guys, I mean, I
9 think if, if we've got everything in line --

10 These are all hypotheticals, Mr. Cavalier. You can
11 just simply say no.

12 But if we've got everything in line, you got
13 everything to, to finalize the settlement, you make that as a
14 presentation or you just say, "Look, here's the document.
15 Here's the check. Sign here. We've got it all done." If this
16 still remains falling apart or, Mr. Cavalier, maybe you do a
17 little research or talk to some attorneys and they say, "Look,
18 this is kind of what you're, what you're stuck with." if it's
19 not finalized then, then I think then you file something with
20 Judge deGravelles or with the, in the case. Let's say that.
21 I'm not punting it to him, but he'll, he'll probably have to
22 get involved. Just make sure you do that within the 60 days.

23 MS. PELLEGRIN: Okay.

24 THE COURT: So I don't need, I mean, I can --
25 basically, the, the best way to describe a conditional 60-day

1 dismissal is you guys have 60 days to finish everything. If
2 you don't finish it all, you need to let us know before Day 61.

3 MS. PELLEGRIN: Right.

4 THE COURT: So that's, that's all we're looking out
5 for and if you get to Day 59 and say, "We need some more time,"
6 you can ask for that, also. A lot of times the settlements,
7 particularly the ones I do with the United States Government,
8 can take six months to get the Government to cut a check
9 oftentimes.

10 Am I -- other concerns?

11 MS. CRAFT: I, I just want to note. I have notified
12 counsel of the existence of our lien pursuant to the contract
13 and I also provided it to Mr. Cavalier as well. I just want to
14 make sure that --

15 THE COURT: Yeah.

16 MS. CRAFT: -- so that's somewhere.

17 THE COURT: You, you still got --

18 MS. CRAFT: Yes, sir.

19 THE COURT: Sure. I understand.

20 What else?

21 MR. MAYEAUX: Your Honor, in the event, hopefully
22 unnecessary, that we have to file a motion to enforce, do, do
23 you know if the Court would entertain an expedited hearing
24 date, given the November 10th proceeding before the State
25 Police Commission?

1 THE COURT: Oh, I, I'm sure -- now look, I, I'm not
2 quite understanding the November 10th date. Is that day, we
3 need an answer before November 10th or --

4 MS. PELLEGRIN: As I understand it, your Honor, there
5 was a hearing set on his appeal of his termination and the
6 termination issue would be rendered moot as a result of the
7 parties' agreement.

8 THE COURT: Got it.

9 MS. PELLEGRIN: And, and so if --

10 THE COURT: Ah.

11 MS. PELLEGRIN: -- if there's no need to go forward
12 with that hearing, we would like to take that off the calendar.
13 However, between the date that Ms. Craft filed her motion to
14 withdraw and today's hearing Mr. Cavalier sent correspondence
15 to the State Police Commission stating that he wanted to go
16 forward with that proceeding.

17 THE COURT: Understood. Okay.

18 So that's all accurate, Mr. Cavalier?

19 MR. CAVALIER: That's correct.

20 THE COURT: All right.

21 I'd get something filed quickly.

22 MS. PELLEGRIN: Okay.

23 THE COURT: I can't speak for Judge deGravelles. And,
24 and the concern I've got is if I were to handle it all, it
25 would still probably have to be in the form of a Report and

1 Recommendation because we're talking about a dispositive issue.

2 And so you have to add 14 days by statute. So --

3 MS. PELLEGRIN: We're beyond that, I think.

4 THE COURT: That's the best I can do, right? Today's
5 October 27th. And so if, even if I were today to say the case
6 is, is going away --

7 And Mr. Cavalier, this is just me recognizing my
8 limitations of what I can do. Oftentimes, the District Judges
9 will ask me to handle something but depending on what it is, I
10 would do it as a recommendation and people could offer varying
11 opinions on how often they follow our recommendations. But the
12 statute that applies to that requires a 14-day kind of period
13 for you guys to object.

14 So this would be one that if your hearing is on
15 November 10th, any resolution between now and then would have
16 to be done by the, by the District Judge, in your case Judge
17 deGravelles.

18 So that's -- the sooner you get it filed, I mean, I'll
19 certainly make him aware that there's some issues here and
20 that's the best I will do. Again, I'm not going to go any
21 farther than that, but if you get something filed he'll, he'll
22 kind of see what he has to deal with. Okay.

23 MR. CAVALIER: Judge, if you don't mind --

24 THE COURT: Yep.

25 MR. CAVALIER: -- just for my notes. The 60 days, it

1 started the day of October 6th, correct?

2 THE COURT: Right.

3 MR. CAVALIER: Okay.

4 THE COURT: Yeah. And, and that's a -- again, I want
5 to make sure you understand what we're doing and how. That is
6 a -- a -- an informal -- well, I don't say informal. It's
7 formal. It's a court order -- but it's a, it's a time period
8 that we've decided should give parties plenty of time to do and
9 effectuate the agreement that I helped facilitate.

10 MR. CAVALIER: Uh-huh (indicating an affirmative
11 response).

12 THE COURT: So -- and it's the most amount of time.
13 We're not saying you need to take 60 days and sometimes in
14 cases involving insurance companies, for example, they really
15 only have 30. But it just gives us enough time to kind of keep
16 it open in case we need to get back involved.

17 MR. CAVALIER: Uh-huh (indicating an affirmative
18 response).

19 THE COURT: And so that's a deadline that both sides
20 need to be aware of. If, if this case is ever to, to come back
21 to life, it needs to happen within that 60-day period or at
22 least have a judge kind of look at it.

23 MR. CAVALIER: Okay.

24 Second question, Judge, if you don't mind.

25 THE COURT: No. This is y'all's hearing.

1 MR. CAVALIER: Okay. So maybe you can help me out or
2 counsels can help me out on this one. As far as this Court
3 goes, does it have any jurisdiction over what happens at the
4 State Police Commission or --

5 THE COURT: Only unless and to the extent you guys
6 executed an enforceable agreement that covers that and our
7 Court has that. Then, in, in that case, we have the ability to
8 enforce the agreement.

9 MR. CAVALIER: Yes, sir.

10 THE COURT: And, and so --

11 MR. CAVALIER: So up until that point, State Police
12 Commission, they can roll on just as normal as far as the
13 November 10th date?

14 THE COURT: I -- look, you're asking me a question
15 about how the State Police Commission runs their shop and, and
16 the best answer I can give you is they do their work. I do
17 mine.

18 MR. CAVALIER: Gotcha.

19 THE COURT: You, you've just identified an area where
20 those two things will cross over.

21 MR. CAVALIER: Gotcha.

22 THE COURT: And that is if I say we've got a deal here
23 and, and, and they need to stop. So, you know, our Court can
24 tell them, "No, you're not going to move forward," you know,
25 "because we've got a federal interest that we need to protect

1 here as well."

2 So it sounds like they're going to file something
3 pretty quickly and, and we may want to handle this on an
4 expedited basis.

5 What, what else? Any other questions?

6 MR. CAVALIER: I think that's it without being --

7 THE COURT: Now you got an address here on Ciera Drive
8 in Houma. Is that still your address?

9 MR. CAVALIER: That's correct.

10 THE COURT: This is in the, the motion to withdraw. A
11 phone number ending in 0351.

12 MR. CAVALIER: That --

13 THE COURT: Is that a landline or a cell?

14 MR. CAVALIER: Cell.

15 THE COURT: Okay. And then if you're going to provide
16 an e-mail address to the clerk's office, that'll end up on our
17 docket sheet. So you're going to need to give this contact
18 information.

19 Are you okay with opposing counsel reaching out to you
20 by e-mail?

21 MR. CAVALIER: That's fine.

22 THE COURT: All right. I found that that's kind of,
23 should be encouraged. 'Cause again, it gives us a good paper
24 record of what's done. You guys can certainly talk by phone,
25 but you do understand that at least for the time where you're

1 unrepresented, they have to talk directly to you. It -- it --
2 it's different when you have counsel representing you, but they
3 would have to go directly to you, okay?

4 MR. CAVALIER: Understood.

5 THE COURT: All right.

6 Anything else?

7 MR. CAVALIER: I had a question. I, I lost it. While
8 you were speaking, I lost it.

9 Within the 60 days -- I'm trying to gain my question
10 back. Within the 60 days, that is also my time, counsel's time
11 to file an enforceable motion, also my time to also -- if they
12 filed a motion, we'll have to come back and hear that motion
13 again --

14 THE COURT: You --

15 MR. CAVALIER: -- I assume?

16 THE COURT: You'd have to explain why and, and the
17 Court would either put in some expedited briefing schedule.
18 Again, I don't, I don't want to speak hypotheticals 'cause I
19 might be the one that has to look at this. I just can't
20 explain that.

21 But yeah, if they file a motion and say, "Here's what
22 we've got. Here's what's supports it."

23 MR. CAVALIER: Uh-huh (indicating an affirmative
24 response).

25 THE COURT: "This case should be done," that judge, he

1 -- he could -- he could do it in a hearing, but he could also
2 just do it on what's filed.

3 MR. CAVALIER: Okay.

4 THE COURT: I mean, he would -- does that make sense?

5 MR. CAVALIER: Makes sense.

6 THE COURT: Yeah.

7 MR. CAVALIER: Makes sense.

8 THE COURT: What, what else?

9 MR. CAVALIER: I, I guess I, I would prefer a hearing
10 if there's -- as it -- I mean, I know it's not up to me, but
11 it, I mean, if I, if I had a --

12 THE COURT: I mean --

13 MR. CAVALIER: If, if I had a chance, you know, to
14 explain, fully explain, you know, why --

15 THE COURT: Well, I guess I just --

16 MR. CAVALIER: -- I took, I took this position after us
17 sitting down and, you know, like I wanted to say before I, you
18 know, when I came in here that I didn't mean to waste your time
19 or anyone's time, but my concerns are really serious, of course
20 to me, but --

21 THE COURT: Yeah. And, you know, what I find
22 sometimes when I'm in this position right now is the, the, the
23 way the law works is, is those concerns about whether this is
24 fair or not or whether I should have accepted, I'll use just a
25 hypothetical on a true financial settlement, right, you know,

1 where somebody just decides later they should have gotten more
2 money or they, they slept on it. I'm not suggesting that
3 that's this one, but what I often tell individuals in those
4 positions is that, by way of the law, that ship has sailed.
5 We're not, we're no longer having that conversation anymore.

6 So why or the nature of miscommunication between you
7 and your attorney is not as relevant as was she your lawyer at
8 the time, your agent representing you. Were you at the
9 conference? Was there an exchange of, of some writing or did
10 we put it on the record in court, which we didn't do that.

11 MR. CAVALIER: Uh-huh (indicating an affirmative
12 response).

13 THE COURT: And, and that's all. So I can't speak for
14 Judge deGravelles, but that's the conversation I have with
15 folks sometimes, is say, "Look," you know, "the, the day to
16 address all of those concerns was October 6th and not October
17 7th and not the 9th and not the 14th and not the 27th."

18 So it -- it -- the case is different. It's just a
19 different case now. It's no longer about how your employment
20 was handled. The case now is about did we have an agreement on
21 October 7th that's enforceable in court and that's all the case
22 is about and less.

23 So I'll, I mean, Judge deGravelles, you can tell him
24 or you can file something to say, "Look, I'd rather have an in-
25 person hearing," and if he wants to do that, he can certainly

1 do it. And he's one that, that often will do those kinds of
2 things.

3 MR. CAVALIER: Uh-huh (indicating an affirmative
4 response).

5 THE COURT: If you guys want something addressed
6 sooner rather than later, I would put that in any motion that
7 you file and, you know, we'll be aware of that. Because I do
8 recall now the circumstances that we were, we were trying to
9 get this done by that date as well. Okay.

10 Anything else, Mr. Cavalier?

11 MR. CAVALIER: No, sir. I appreciate it.

12 THE COURT: Defense, anything?

13 MS. PELLEGRIN: No, thank you, your Honor.

14 THE COURT: All right.

15 Former counsel, anything?

16 MS. CRAFT: No, sir. Thank you.

17 THE COURT: All right.

18 THE COURTROOM DEPUTY: All rise.

19 THE COURT: We are at recess. I'll come back. All
20 right.

21 (Proceedings concluded at 1:48 p.m.)

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CERTIFICATE

I, court approved transcriber, certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter.

/s/ Janice Russell

October 31, 2022

Janice Russell, Transcriber

Date

CONVERSATION #2

Page 1	Page 3
<p>1 TRANSCRIPTION OF AUDIO RECORDING 2 "CONVO WITH JILL #2" 3 RECORDING DATE: 9/2/22 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 TRANSCRIBED BY: LISA M. NEALY, CCR, RPR</p>	<p>1 And so, I guess, at the end of the 2 day, when I look at lost wages and I look 3 at the fact that there was not a vesting 4 for retirement yet, and I look at, you 5 know, all of those intangibles, the 6 settlement number, at \$200,000, to me, 7 is -- is an exceptional settlement. It's 8 almost a quarter of a million dollars. I 9 mean, that's what I see. I understand, I 10 get it. It's not uncommon, you know, 11 that I have people who are like, Well, 12 wait a minute, I really -- you know, I've 13 thought about it and I want to do this, 14 you know, days later or whatever it is, 15 but I'm telling you, as -- as your 16 lawyer, this is -- is a very good, 17 reasonable settlement. 18 I am very concerned that, at the end 19 of the day, with watching what I see in 20 the U.S. Fifth Circuit Court of Appeal 21 and what they're doing -- I mean they 22 just issued a -- a whistleblower case, a 23 1983 First Amendment case where they 24 dismissed half of it, for no good reason. 25 But we have the most conservative federal</p>
Page 2	Page 4
<p>1 (Recording begins mid-sentence) 2 JILL CRAFT: 3 ... concerned about where -- about 4 where we go in this particular case from 5 here if it's not settled. 6 CARL CAVALIER: 7 Got you. 8 JILL CRAFT: 9 As I said, in good faith and, you 10 know, within the confines of an EEOC 11 mediation, we submitted an offer that you 12 authorized. And that offer is floating 13 its way up through the State of 14 Louisiana's -- whatever it is; you know, 15 their people, you know, for some sort of 16 final approval. 17 And it's extraordinarily difficult, 18 it's not -- it's not that I don't have 19 clients who come back after we've 20 submitted offers and, you know, we've 21 done all that kind of stuff and say, Gee, 22 I really want more. But the problem is, 23 that in the world of good faith 24 settlement, that's kind of an enforceable 25 deal.</p>	<p>1 appellate district in the United States 2 right here in New Orleans. It 3 unfortunately, in the last five years, 4 got stacked with a bunch of judges who 5 really don't give a shit about civil 6 rights. And so what I'm seeing as a 7 trend line coming out of the Fifth 8 Circuit is, dismissing employment claims, 9 whistleblower claims, discrimination 10 claims, because they can, not because 11 they should. And then, beyond that, the 12 only remedy you have is the United States 13 Supreme Court, and that is only if they 14 decide that your case is less than 15 one percent of one percent of the cases 16 presented to them on an annual basis that 17 they want to look at. 18 And so these are the -- kind of the 19 things that I think through when I look 20 at settlements, whether or not they are 21 reasonable, whether or not they are good 22 settlements, whether or not they are in 23 my client's best interests and those 24 types of things. That's what I see. 25 I can also tell you that in terms of</p>

CONVERSATION #2

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<p>1 the settlement, as I indicated, yours is 2 on the higher end of all settlements that 3 I've had. It's not -- it's not on the 4 lower end, it's not on the middle end. 5 It's on the higher end. And that's 6 representative of the fact that when the 7 State of Louisiana's weighing its risks, 8 it sees it, too, as a problem. Frankly, 9 in large measure, I would suggest to you, 10 because of a document issue. Because 11 they know, from a spoliation standpoint, 12 which is me, and -- and presenting the 13 evidence, staying on their ass, and, you 14 know, we want the emails, we want this, 15 here's the numbers, here's the electronic 16 preservation notice -- all of that stuff, 17 they know that the court very well could 18 impose what's called an adverse 19 inference. That's not the end of the 20 day, but a jury would be instructed that 21 they could presume that the emails, which 22 have been destroyed, would reflect 23 adversely on State Police. That's pretty 24 much the language of it. 25 What that means, I don't know. How</p>	<p>1 the judge allows that adverse inference 2 to apply to your claims specifically, are 3 limited only to the Ronald Greene 4 scenario. In which case, we don't get to 5 put before the jury all this 6 (indiscernible) stuff for them; i.e., 7 that they destroyed emails and text 8 messages and it was, you know, right on 9 the heels of people asking questions and 10 those types of thing. 11 So I'm not being Debbie Downer, but 12 I want you to understand that it's not a 13 situation that any of us take lightly on 14 our side. And it's definitely one that, 15 from my perspective, I've spent a lot of 16 time, research, and effort, kind of 17 thinking through the pros and cons of 18 your claim, like I do with everybody. 19 You know, I don't -- I don't believe in 20 just kind of telling people, you know, 21 it's great, you're going to be just fine, 22 everything is wonderful with roses. It 23 doesn't work that way. I'm -- unlike 24 most lawyers who, you know -- and there's 25 a thousands of them who are willing to</p>
Page 6	Page 8
<p>1 a jury interprets it? Generally 2 speaking, they don't like people who 3 destroy evidence. But you know, as we 4 heard in the legislative hearings, 5 there's going to be a bunch of people up 6 in there saying, Oh, it was just an 7 accident, we didn't mean to -- you know, 8 this kind of thing. And then there's the 9 notion of emails that relate specifically 10 to your claim and emails that relate to 11 the death of Ronald Greene. And so, if 12 we look at the emails that relate to the 13 death of Ronald Greene, hell yeah, they 14 destroyed a lot of stuff. 15 But those relate to your claim only 16 insofar as establishing the underlying 17 violation of law, which is, the death of 18 Ronald Greene was a product of 19 unnecessary force. My guess is, they're 20 going to stipulate to that, because 21 they've got a dead trooper, you know, and 22 they've pretty much laid it all at his 23 feet and blamed him. 24 So then I have you, and a spoliation 25 claim that, while I can make it, whether</p>	<p>1 give you an opinion and say Oh, man, no, 2 you need to get this, you need to get 3 that, blah, blah, blah. You need to ask 4 them when was the last time they ever 5 tried a civil rights case. And -- and 6 the answer is probably "never." It's not 7 a car accident, it's not a, "let me get 8 an expert accident reconstructionist and, 9 you know, that's going to solve my 10 problems." You have to prove the two 11 cases for the whistleblower claim and, 12 for the First Amendment retaliation 13 claim, you have to prove that Lamar Davis 14 himself took action against you because 15 he knew that you were blowing the whistle 16 on a -- a matter of prominent public 17 concern. 18 My -- my goal, and the thing I would 19 suggest to you is, I would like to focus 20 as much as a -- making this a non-taxable 21 event for you as humanly possible, 22 because that, to me, I think, is the 23 better deal. But I mean, that's me. If 24 you tell me, Jill, if I go to trial, 25 what's that look like, I'm going to tell</p>

CONVERSATION #2

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<p>1 you I don't know. I really don't. 2 I won a case that was a male-on-male 3 sexual harassment case. After I won it, 4 unanimous jury verdict, they awarded him 5 \$350,000, and the judge came in and 6 zeroed the whole damn thing out. Zeroed 7 it out. Because he said he didn't think 8 there was enough evidence. 9 So two years later, on appeal to the 10 Fifth Circuit, when they reverse it and 11 send it back, then he issues an edict 12 saying he's going to grant their motion 13 for new trial they had filed right after 14 trial, and he's going to reduce it to 15 \$75,000. So we had all this fight over 16 all that crap, and from my client's 17 standpoint, a case that took us three 18 years to get to trial, is now, was now, 19 at the six-year mark. 20 So, I -- I don't know. I mean, 21 there's are just things that the -- that 22 I guess I'm sharing with you to tell you 23 that -- that there's no guarantees in 24 litigation. And in fact, in this kind of 25 litigation, it's entirely the opposite.</p>	<p>1 CARL CAVALIER: 2 Well, I guess my -- my question 3 would be to you, Miss Jill, that's -- 4 let's just say we put the money aside. 5 Of course, you know, we need money to 6 operate in this life, of course. We're 7 not -- I'm not saying put the money aside 8 like we don't want money or don't need 9 money. But for the sake of conversation, 10 let's put the money aside. Will -- will 11 you fight for me in trial? You know, if 12 I want to go forward, will you fight for 13 me? 14 JILL CRAFT: 15 Carl, the -- yes. I mean I fight 16 for everybody. And you know that. 17 CARL CAVALIER: 18 Okay. 19 JILL CRAFT: 20 Have we backed down from any fight 21 that we've had so far? Absolutely not. 22 CARL CAVALIER: 23 Well, I would say -- I would say 24 let's go forward then, Miss Jill. 25 JILL CRAFT:</p>
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<p>1 And I'm not (indiscernible). Eighty 2 percent of these cases get dismissed 3 before they ever get to the inside of a 4 courtroom. Of the 20 percent that 5 remains, 75 percent end up in unfavorable 6 verdicts. I mean it's -- it's abysmal. 7 So I just -- I mean, that's all I 8 can say to you and that's -- you know, 9 those are my cautions, I guess, for lack 10 of a better phrase. 11 CARL CAVALIER: 12 Okay. 13 JILL CRAFT: 14 I wish that I could tell you. I 15 mean and -- and like I said, you know, 16 people are going to tell you anything 17 that they think you want to hear, and 18 they're going to tell you stuff that, Oh, 19 God, no, you should get more money, you 20 should do this and that. I'd love for 21 you to get more money. You know that. 22 But I also can't sit here and tell you, 23 Hey, flush \$200,000 down the toilet, in 24 the hopes that you might do better three 25 or four years from now.</p>	<p>1 But the problem I have, Carl, is, 2 you have placed me and my firm in a very 3 difficult situation. You gave us 4 authority to submit an offer in good 5 faith, which we did. And I'm hearing 6 from you this morning you want to 7 withdraw it, against my advice. And so 8 that ethical dilemma is one that I'm, 9 honestly, going to have to visit with 10 outside counsel and -- and talk, in 11 generic terms, about my ethical 12 responsibilities. It's -- it's hard. I 13 don't -- I don't know what changed 14 between the giving of authority and the 15 considered and deliberate efforts towards 16 settlement and -- and yesterday, but I 17 really -- 18 CARL CAVALIER: 19 I think -- 20 JILL CRAFT: 21 -- worry about outside forces. 22 CARL CAVALIER: 23 No, no. It's just me rushing my -- 24 my decision on it. And me coming back -- 25 because I kind of went through these same</p>

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<p>1 thoughts with Brett, and he can confirm 2 this with you -- I told him also that, 3 you know, as we was throwing out numbers, 4 like, Hey, you know, it's not really 5 about the money -- because he was telling 6 me you can't get ahead on this, you can't 7 use this to try to get ahead in life. I 8 said, Listen, Brett, it's not about 9 money. We can go and take it through 10 trial, because I really just want the 11 things that -- you know, the evidence 12 that we have, the evidence that I, you 13 know, have in my possession, to just come 14 out during the trial. And if I come out 15 on the other end and just having to pay 16 you guys and me coming out with nothing, 17 I'm fine with that. I'm okay with that. 18 I'm not a money-hungry person. This is 19 on principle. 20 JILL CRAFT: 21 I know -- 22 CARL CAVALIER: 23 This is on principle. And the 24 principle of the fact that these guys -- 25 I wore the same uniform with honor and</p>	<p>1 be reporting what they remember and that 2 they're not sleeping through. I'm not 3 being disrespectful, I'm being honest. 4 And look, my husband was a television 5 reporter for 25 years. I know. They 6 didn't report half of the story. And not 7 in a way that's necessarily favorable 8 or -- or unfavorable, just, "This is what 9 happened today." 10 CARL CAVALIER: 11 I guess -- 12 JILL CRAFT: 13 And -- and there's no settlement on 14 the planet that is going to restrict you 15 from talking about it, from publishing 16 it, from writing about it, from doing 17 anything about it. Nothing. In fact, 18 you are in a better position to speak 19 about what happened, because they have to 20 withdraw the termination and they've paid 21 you almost a quarter of a million 22 dollars. 23 And so, no matter what they want to 24 say about "We just settled it in the best 25 interest of the state," that's horseshit.</p>
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<p>1 integrity, and what these guys were 2 supposed to do -- and I understand that, 3 you know, the system is tilted, it's 4 messed up. I understand I could go in 5 and they could just kick my ass and flush 6 me out and just tell me don't come back, 7 have a nice day, and I leave with 8 nothing. I get that. I will make sure 9 you guys are paid, you know -- 10 JILL CRAFT: 11 And Carl, that's not it. So -- so, 12 if I can address what you've said and -- 13 CARL CAVALIER: 14 Go ahead. 15 JILL CRAFT: 16 Okay. Number one, you've indicated 17 "I want my evidence to come out." Well, 18 excuse my French, fucking let it out. 19 There's nothing that's stopping you from 20 doing that. And a trial is not a place 21 for your evidence to, quote-unquote, come 22 out. The reason it's not, it's because 23 you will be lucky if there's one or two 24 reporters in there. They can't have 25 television cameras, and they're going to</p>	<p>1 Sorry. 2 It's a lot of money. And it's not 3 something that they can walk away from 4 and say, Well, we just paid him off and 5 it's done. They don't pay people 6 \$200,000 because they don't have a case. 7 They don't do that. And it almost -- you 8 know, as I tell a lot of my clients, it 9 puts you in a position where you are 10 speaking from authority. It's no longer 11 an "It's about did Carl do something 12 wrong and maybe that's why State Police 13 did it." They withdraw the termination, 14 and they paid you a substantial sum of 15 money. It's not a question of -- of if 16 they did something wrong. It is -- it is 17 a matter of, they did something wrong. 18 And that -- honestly, that whole thing 19 is -- is something that -- that they 20 can't run from. Even -- I mean you've 21 heard it before; and the documents say 22 "We didn't admit liability, we settled in 23 the best interests of the state." 24 Bullshit, Carl. Bullshit. 25 Plus, in trial, we have a lot of</p>

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<p>1 evidence, we have a lot of information, 2 but not all of it is necessarily going to 3 be allowed in. And that's because the 4 rules of evidence kind of boxes us in in 5 terms of what we can talk about and what 6 we can't. They box us in in terms of the 7 judge -- judges -- trying to limit 8 information and evidence at trial because 9 they -- they don't want to sit there for 10 six days, they'd rather have it done in 11 three days and -- I mean, crap like that. 12 From my perspective, it allows you 13 to have a sure victory. "These people 14 paid me a substantial amount of money, 15 and here's all the shit that I know about 16 it. Here it is. You guys need to look 17 at it, pay attention to me, this is what 18 I have." 19 It's no longer a situation where 20 anything you say may be cast in doubt 21 because you're in active litigation 22 against these people and you have a 23 motivation to shade the truth in your 24 direction. It is you speaking from a 25 position of clarity and a position of</p>	<p>1 appreciate that, Miss Jill. And I tell 2 you every time -- I keep repeating 3 myself -- I'm not trying to be a hardass 4 to you or the firm. It just -- when I 5 think about the principle that, you know, 6 that I stand on, it -- like I'm going to 7 keep repeating, it's not about the dollar 8 amount, but if I have to make it about a 9 dollar amount, in my eyes, I'm -- I'm 10 taking pennies, I'm taking, you know, a 11 year's salary -- you know, I know we 12 calculated to where I make 60,000 a year. 13 But I can't name one trooper at State 14 Police that ever made their base salary 15 because of overtime and things like that. 16 It's always available, or it's mandatory 17 because of natural disasters, yada yada, 18 et cetera. 19 So, um, that's -- that's basically a 20 year's salary, and then I have to pay all 21 the bills that I've accrued, you know, 22 while I been out, and trying to, you 23 know, run this trucking company, and 24 still haven't got on my feet yet; you 25 know? So I'm walking on that side with</p>
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<p>1 victory. And so, I ask you to kind of 2 consider that as well. Because that is 3 an intangible that they can't do a damn 4 thing about. They can't. They can't 5 take that away from you. 6 And as much as they may try to say, 7 Oh, we tried to settle this case and, you 8 know, we just -- come on, Carl. I mean, 9 who pays \$200,000 on a case that's 10 bullshit? Nobody. Especially not 11 taxpayer dollars. 12 So, I mean, that -- to me, if the 13 goal is "I want the truth to come out and 14 I want people to know," well, I would 15 suggest you do it in a smart way, which 16 is from a position of power and 17 authority. And victory. And take out of 18 their equation any ability for them to 19 argue that you don't have a case, or, 20 "Look, we got a dismissal on this 1980 -- 21 this one little claim, so ha-ha." You 22 know, that kind of crap. Take all that 23 out. In Jill's world. 24 CARL CAVALIER: 25 Yeah. And I guess -- and I</p>	<p>1 the monetary side, but on just principle 2 side, I can't, you know, come out and, as 3 this person saying, you know, I'm 4 standing on this, you know, for 5 principle. You guys are settling for a 6 paycheck, that's why you guys are quiet. 7 You're not standing up for what's right 8 and not saying anything because you -- 9 you know, you're settling down for a 10 paycheck. And here I am letting them 11 throw fucking pennies at me and kick me 12 in my ass and tell me get up the road. 13 So, how I'm looking at it -- 14 JILL CRAFT: 15 Okay, I -- I don't know where you 16 got the notion that they're throwing 17 pennies at you. I don't know who's 18 telling you that. But I'm here to tell 19 you, I mean, number one, that is just not 20 the truth, Carl. It's not. I don't know 21 who you've talked to or what you're 22 looking at or -- I have no idea, but I -- 23 CARL CAVALIER: 24 Miss -- Miss Jill, I -- I 25 conferenced with myself inside of my own</p>

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<p>1 head. I didn't --</p> <p>2 JILL CRAFT:</p> <p>3 Oh, okay --</p> <p>4 CARL CAVALIER:</p> <p>5 Yeah, I -- I hear you keep saying</p> <p>6 that I'm listening to someone. This</p> <p>7 whole process, motherfuckers been scared</p> <p>8 to talk to me. Motherfuckers been scared</p> <p>9 to talk to me because of the position</p> <p>10 I've taken. I can't talk to little to no</p> <p>11 fucking one. Nobody don't want to talk</p> <p>12 to me, let alone talk to me about some</p> <p>13 settlement or something. No one wants to</p> <p>14 fucking talk to me. So I can't talk to</p> <p>15 no one but you or Mr. Brett, or -- or</p> <p>16 God, you know, who's the best person to</p> <p>17 talk to, or talk to myself, you know.</p> <p>18 But I don't -- I don't have to get advice</p> <p>19 from no one. You know, I know how to add</p> <p>20 numbers, subtract, divide, and multiply.</p> <p>21 And it's -- it's -- and, you know, I</p> <p>22 understand from a lawyers's -- and I'm</p> <p>23 going to lean on you for the law side of</p> <p>24 it, you know, because I -- you know, I</p> <p>25 don't know is -- a fraction of what you</p>	<p>1 non-taxable event to you. But when I</p> <p>2 hear things like that, what I say is,</p> <p>3 Okay, well, you show me what other</p> <p>4 verdicts or -- or decisions or something</p> <p>5 that you're relying on, because that's</p> <p>6 the world we're playing in. We're</p> <p>7 playing in a world where, as I indicated,</p> <p>8 we're in the most conservative appellate</p> <p>9 district in the country. We are playing</p> <p>10 in a world where you have judges who</p> <p>11 really, Carl, don't care. I mean, you</p> <p>12 know, as much as I want to believe that</p> <p>13 they care, and maybe sometimes one or two</p> <p>14 of them do, they don't.</p> <p>15 CARL CAVALIER:</p> <p>16 Of course not.</p> <p>17 JILL CRAFT:</p> <p>18 And so then, I -- I look at it from</p> <p>19 the standpoint, Okay, so if I'm looking</p> <p>20 at just numbers -- just numbers -- and I</p> <p>21 have to look at it in a dispassionate,</p> <p>22 objective way. I didn't live through</p> <p>23 what you lived through. I know that.</p> <p>24 Nobody will have ever lived through what</p> <p>25 you lived through. But when I look at it</p>
<p>Page 22</p> <p>1 know, but --</p> <p>2 JILL CRAFT:</p> <p>3 And I'm not being disrespectful, by</p> <p>4 any stretch of the imagination. So let</p> <p>5 me redo it in a better way. I have been</p> <p>6 handling these types of cases for 32</p> <p>7 years. I have been litigating against</p> <p>8 the State of Louisiana for 32 years. I</p> <p>9 am one of a very small number of people</p> <p>10 in this country who do this kind of work</p> <p>11 on a regular basis.</p> <p>12 CARL CAVALIER:</p> <p>13 Yep.</p> <p>14 JILL CRAFT:</p> <p>15 When I tell you that \$200,000 is on</p> <p>16 the high end of all of the settlements of</p> <p>17 which I'm aware, I'm not speaking from a</p> <p>18 position of -- of lack of knowledge, or</p> <p>19 guessing or saying, Gee, a jury might do</p> <p>20 this or a jury might do that. I'm</p> <p>21 speaking from experience.</p> <p>22 And so, I guess my -- my challenge</p> <p>23 to you is, is -- I understand that, you</p> <p>24 know, Oh, it's one year's salary -- when</p> <p>25 it's really not. Especially if it's a</p>	<p>Page 24</p> <p>1 from a strictly dispassionate "what is</p> <p>2 this case worth" manner, when I look it</p> <p>3 that way, then my advice to you, and my</p> <p>4 evaluation of your claim, is that</p> <p>5 \$200,000 is on the high side of</p> <p>6 settlements, especially at this point,</p> <p>7 and it is likely on the high side of what</p> <p>8 would happen at trial.</p> <p>9 And that's kind of where I am. I</p> <p>10 mean it's not picking a number out of</p> <p>11 thin air and saying, You know, this is</p> <p>12 what I think it should be. It's -- it's</p> <p>13 selecting a number in a range that, in my</p> <p>14 mind's eye, is something that I think is</p> <p>15 a likely -- maybe not a likely, but an</p> <p>16 outcome. And it certainly is on the</p> <p>17 higher side.</p> <p>18 And I know the intangibles, which</p> <p>19 is, the minute your case is settled, the</p> <p>20 press is going to be, "What the hell?"</p> <p>21 You know, "You're paying this guy all</p> <p>22 this kind of money and you did this, you</p> <p>23 destroyed records and here's the stuff</p> <p>24 that he's saying, here's the information</p> <p>25 he has; why are you people not in jail?"</p>

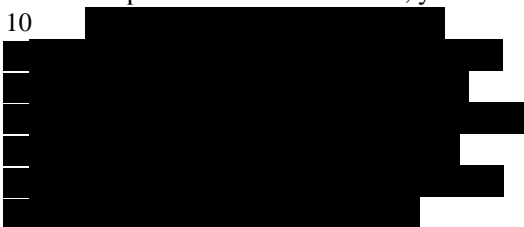
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<p>1 It's those types of things, that in some 2 measure, at least at this point in time, 3 you're kind of limited -- not really 4 limited, but sort of limited on what you 5 can and can't talk about. Or at least 6 what people will or will not pay 7 attention to. Maybe that's a better way 8 to say it. 9 CARL CAVALIER: 10 Can I, um -- I will tell you, just 11 wholeheartedly, what I'm hanging my hat 12 on, um, and it's the fact that we go 13 through the process, and what comes 14 out -- I know that, you know, they hiding 15 the emails, they don't want to come out 16 with the emails. You know, um, I'm 17 willing to bet that, you know, the 18 federal -- the federal judge would make 19 them, you know, open those emails up to 20 us. You know, maybe, maybe not. But 21 that's a chance. You know. And it's a 22 chance that, in my head, I'm willing to 23 take. And I think it's worth it because, 24 you know, one day this case, my case and 25 the Ronald Greene case, is going to go</p>	<p>1 think about it, and I don't -- I don't 2 know -- I don't know that -- I'm not -- 3 I'm not going -- it's not sitting right 4 with me. I was up at 3 a.m. this 5 morning, you know, thinking about our 6 phone call and thinking about our 7 conversation. And that's no bullshit. 8 That's no lie. You know, went to 9 McDonald's fucking 5 a.m. this morning. 10 Never did that in my life. But, um, 11 that -- that's just where I'm at. That's 12 what I'm hanging my hat on, Miss Jill. 13 And I'm just being completely naked with 14 you right now. That's what I'm hanging 15 my hat on. 16 JILL CRAFT: 17 So here's what I would like for you 18 to do. And me. I would like for both of 19 us to kind of think about this over the 20 weekend. I will be back Monday morning 21 early -- I know it's Labor Day. I'm 22 happy to sit down with you and go through 23 everything that I have in your file, 24 everything that I've -- you know, show 25 you and tangibly demonstrate to you and</p>
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<p>1 away. But I think the rulings, the 2 rulings that's, um, that's given during 3 my case and during Ronald Greene's and 4 his family case, is going to matter to 5 the people that comes behind me and us. 6 It's not about to be the last, you know, 7 unfortunately, case like Ronald Greene 8 or -- or any case, you know, like it, 9 or -- or, you know, a Carl Cavalier 10 speaking up and speaking out. I mean I 11 -- at the very least, I don't want to say 12 I came, I got money, and I left. You 13 know, I want to at least -- I want to at 14 least be able to say that, okay, this 15 ruling affected, you know, cases to come 16 in the future. You know, and -- and 17 maybe I'll go through the process and 18 won't get no ruling in my damn favor. 19 But I guess that's just the chance -- the 20 chance, you know, you take when you do 21 shit like this. 22 And I -- and I get the position I 23 put the firm in by saying hey, you know, 24 I authorized this and then going back on 25 it. But I had a chance to sit down and</p>	<p>1 all that kind of stuff. And -- and I 2 want to kind of tell you, that I, me, on 3 your behalf -- litigating for the, quote, 4 principle of the matter, in this 5 situation, means a lot of things, Carl. 6 And one of those things is -- I mean I 7 know you talk about "rulings in my case 8 and they'll be important and 9 dispositive." They're not. The only 10 rulings that are necessarily going to get 11 published in your case, theoretically, 12 except for maybe one or two minor rulings 13 on evidence here and there, maybe, would 14 be something from the U.S. Fifth Circuit, 15 which would mean, after trial or after, 16 you know, the judge dismisses the 1983 17 claims, we can try to take that up to the 18 Fifth Circuit -- you know? 19 CARL CAVALIER: 20 Uh-huh. 21 JILL CRAFT: 22 And those are the only rulings that 23 get published, and not all of those get 24 published. The case I was telling you 25 about, the one where the judge reversed</p>

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<p>1 it down to zero and I had to take it up 2 to the Court of Appeal and -- and then 3 the Court of Appeal sent it back? That 4 case? It's an unpublished decision. It 5 was one of most significant male-on-male 6 sexual harassment case rulings in the 7 United States, and it's unpublished. 8 It's those types of things that I -- that 9 I understand in -- in the world about "I 10 want to make a point, I want people to 11 know." You know, my suggestion is 12 always, open your mouth and talk. And 13 talk from a position of strength. Don't 14 do it from a position of "I don't know 15 what's going to happen with my case" 16 and -- and that kind of thing. 17 And then the final thing is, if the 18 State Police Commission -- if -- and I 19 don't necessarily think it's set in 20 stone, but I sure as shit don't like 21 those people. But if they were to rule 22 that your termination was -- was lawful, 23 your claims in front of that federal 24 judge are now significantly diminished, 25 because the law requires, as you know,</p>	<p>1 that. 2 But I think, you know, outside of 3 your experience and your prior experience 4 with -- with them or what, you know, the 5 courts or whatever like that, I think -- 6 fuck, I'm just thinking that in -- in the 7 terms of, fuck, let's fight. You know, 8 let's fight and, you know, see what 9 happens. And I guess, um, I guess 10 that's -- that's the disconnect between 11 my lack of experience and your 12 experience, you know. So I guess that's 13 the bridge that's not connecting, 14 because -- 15 JILL CRAFT: 16 Well, that's what I'm saying. 17 Let's -- you know, I can meet you with on 18 Monday or Tuesday or whatever, but let's 19 sit down and talk about it. There's 20 nothing that -- that needs to be done 21 right now, you know, if that makes any 22 sense. 23 CARL CAVALIER: 24 Okay. 25 JILL CRAFT:</p>
<p>Page 30</p> <p>1 that you exhaust all administrative 2 remedies, and that, unfortunately, is the 3 appeal to the civil -- to the State 4 Police Commission. An unfavorable ruling 5 from those people can dramatically impact 6 both of your claims. 7 CARL CAVALIER: 8 Correct. 9 JILL CRAFT: 10 And -- and man, I don't want to see 11 those people get away with murder. 12 Honestly. And that's the truth. So, I'm 13 just saying, let's think about it -- 14 CARL CAVALIER: 15 I think I -- if we -- if we go that 16 route, I think we're assuming that -- 17 well, I know the State Police Commission 18 is the fucking State Police Commission. 19 I -- that's their playground. I get 20 that. But I think we're assuming that, 21 you know, this will go one way or this 22 will go another way. And, you know, not 23 to -- that's not -- I mean, of course, 33 24 years of experience, I'm not even 25 speaking to that at all. Would never do</p>	<p>Page 32</p> <p>1 I mean I -- they've submitted their 2 shit through the chain of command at the 3 state, you know. I -- I don't -- I don't 4 know. We don't have any kind of thing 5 from them that -- you know, none of that 6 shit. And there's nothing -- it's a 7 holiday weekend. 8 CARL CAVALIER: 9 Yeah. Right. 10 JILL CRAFT: 11 So let's just think about it, you 12 know. And let's talk. If you're around, 13 you know, Tuesday, or even Monday -- it 14 doesn't matter to me -- let's sit down 15 and talk about it. 16 CARL CAVALIER: 17 Okay. So there's nothing -- there's 18 nothing to do to say, hey, tell them, you 19 know, hold on, put that shit on hold or 20 nothing? There's nothing to do or 21 nothing like that? 22 JILL CRAFT: 23 Well, they haven't even responded as 24 to whether or not they have authority 25 yet. So -- you know?</p>

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Page 33	<p>1 CARL CAVALIER: 2 All right, well, I guess that's a 3 good thing, huh? I mean if... 4 JILL CRAFT: 5 It's possible. Yeah. I mean, I -- 6 I just, I worry a lot, because we've got 7 the EEOC plugged in, you know, in 8 negotiations. The -- the court system. 9 You know, everybody under the sun. 10 CARL CAVALIER: 11 Yeah. 12 JILL CRAFT: 13 So, I mean that -- that is something 14 that -- that intangibly could also be 15 negative for you. And it's something 16 that I'm not willing to tell you, you 17 know, make a knee-jerk reaction and -- 18 and do this. That's just not smart. 19 CARL CAVALIER: 20 Okay. 21 JILL CRAFT: 22 I think we take the weekend, we 23 think about it, and, you know, let's 24 talk. 25 CARL CAVALIER:</p>	Page 35	<p>1 French, excuse me, but fuck it, man. I 2 -- I am here to try to make a change in 3 my lifetime, however long that's going to 4 be, or short. And that's my focus. 5 CARL CAVALIER: 6 Yeah. And I appreciate you and I 7 respect that. 8 JILL CRAFT: 9 All right. So like I said, let's 10 talk about it. I'll be back Monday 11 morning kind of early. I got a way early 12 flight out of here. 13 CARL CAVALIER: 14 Okay. 15 JILL CRAFT: 16 And let's -- you know, we can talk 17 on Monday or Tuesday, whatever. And 18 we'll just take a little time. 19 CARL CAVALIER: 20 Okay. That's fine. You want me to 21 give you a call Monday or? 22 JILL CRAFT: 23 Yeah. The flight leaves here in -- 24 I'm in Chicago. It leaves here at like 25 5:30, and I think I get back in Baton</p>
Page 34	<p>1 Okay. We can do that. 2 JILL CRAFT: 3 Okay. And look, I'll find some of 4 those opinions I was talking about and 5 send them to you. I mean, I'm not a "sky 6 is falling" person. And honestly, you 7 know, Carl, I've been doing this a long 8 time, not because it's financial for me, 9 it's personal for me. I mean, you know, 10  17 CARL CAVALIER: 18 Understood. 19 JILL CRAFT: 20 And -- and those are things that, 21 you know, that -- it -- I don't know. I 22 mean, there's a reason a lot of lawyers 23 don't do this kind of work. Probably 24 because it's not the smartest, most 25 whatever, business model. But from my</p>	Page 36	<p>1 Rouge by like 10:30 in the morning. 2 CARL CAVALIER: 3 Okay. Okay. No problem. 4 JILL CRAFT: 5 All right. 6 CARL CAVALIER: 7 All right, well, I appreciate you, 8 Miss Jill. 9 JILL CRAFT: 10 Uh-huh. Hang in there. 11 CARL CAVALIER: 12 All right. 13 JILL CRAFT: 14 I'll see you soon. 15 CARL CAVALIER: 16 All right. Bye. 17 JILL CRAFT: 18 Bye. 19 (End of Recording.) 20 21 22 23 24 25</p>

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AUDIO RECORDING

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<p>1 TRANSCRIPTION OF AUDIO RECORDING 2 "JILL CRAFT" 3 RECORDING DATE: 9/27/22 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 TRANSCRIBED BY: LISA M. NEALY, CCR, RPR</p>	<p>1 call. Which one you talking about? 2 Which email you talking about? Because I 3 got -- 4 JILL CRAFT: 5 The one where she said to me, "This 6 is my authority." 7 CARL CAVALIER: 8 Okay. I probably got every one 9 except that one. I probably just didn't 10 read it. 11 Well, okay. What else -- what 12 else -- 13 JILL CRAFT: 14 It was the last one that I sent you. 15 CARL CAVALIER: 16 Okay, no problem. I believe you. 17 Um, so, what -- what is she saying? 18 JILL CRAFT: 19 Hold on, Carl. (Inaudible) I've got 20 to look at my phone. It's downstairs. 21 CARL CAVALIER: 22 Yeah, I'm pulling up. I'm driving, 23 um... 24 JILL CRAFT: 25 Okay. So basically what she's</p>
Page 2	Page 4
<p>1 (Recording begins.) 2 JILL CRAFT: 3 Morning, Carl. 4 CARL CAVALIER: 5 Good morning, Miss Jill. 6 JILL CRAFT: 7 How are you? 8 CARL CAVALIER: 9 I'm great. How about yourself? 10 JILL CRAFT: 11 Good. You know, we communicated. 12 Yesterday was her deadline, so you got 13 her email back. 14 CARL CAVALIER: 15 Got -- 16 JILL CRAFT: 17 -- (inaudible) sent to you. 18 CARL CAVALIER: 19 You said you just sent it to me? 20 JILL CRAFT: 21 No, no, I sent it to you last night. 22 I also texted you last night and tried to 23 call you. 24 CARL CAVALIER: 25 Which -- no, yeah, I missed your</p>	<p>1 saying is they -- they have authority at 2 the 200,000, finally. There was some 3 back-and-forth about one of the people 4 who had to sign off -- and then the 5 Attorney General's Office, because for 6 the approval -- it's not her, it's -- it 7 has to go to Office of Risk Management, 8 Division of Administration, Sedgwick 9 Insurers in Tennessee, and then the 10 Attorney General's office for approval, 11 in addition to State Police. So all of 12 that happened. But apparently, one of 13 the people at the Attorney General's 14 office had a death in his family, and so 15 therefore, the issue was that they could 16 not -- they couldn't get final approval. 17 So the email I sent you last night 18 is that they, um, are authorized to 19 accept the demand of 200,000, but then 20 they have these following terms and 21 conditions: To settle all past and 22 potential future EEOC claims. 23 (Inaudible) and potential, which is 24 normal. To accept your resignation in 25 lieu of termination effective</p>

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<p>1 November 23rd. They don't want to remove 2 the phrase "in lieu of termination," but 3 don't let that hang you up because I have 4 a plan. They will not remove, withdraw, 5 or rescind the employment discipline, but 6 say that they want you, obviously, to not 7 seek employment or reinstatement with the 8 State Police in the future. 9 So here's my plan. I know the one 10 term and condition you're most unhappy 11 about is likely the one as it relates to 12 the above business. Okay? 13 CARL CAVALIER: 14 Yeah, I'm listening to you, but the, 15 um -- I was just going to let you finish 16 before I responded. 17 JILL CRAFT: 18 Two (inaudible) several options. 19 Here are the options. One, we can 20 approach the Commission and attempt to 21 get them to (inaudible), at least as it 22 relates to the non-monetary components of 23 damages; or two, and frankly, my 24 preferred option, is approaching our 25 magistrate judge and asking her for a</p>	<p>1 offer. No, I agree. 2 CARL CAVALIER: 3 Yeah. Yeah. I don't agree to their 4 offer, um -- 5 JILL CRAFT: 6 So what I would recommend that we 7 do, is allow me to reach out to the 8 magistrate and see if we can't get a very 9 quick, like ASAP, settlement conference 10 with the magistrate, and see if we can't 11 work out the non-monetary (inaudible) 12 police. 13 (Audio breaking up.) 14 CARL CAVALIER: 15 Hey, you still there with me? 16 JILL CRAFT: 17 Yeah, I'm here. 18 CARL CAVALIER: 19 Okay. All right. It's going out on 20 me. 21 Um, yeah, so -- so the deadline, the 22 deadline was yesterday. They missed -- 23 they missed the deadline, and -- 24 JILL CRAFT: 25 No. No, they didn't miss the</p>
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<p>1 pre-settlement conference to resolve 2 those last issues. And that's my 3 preferred option, is I think the best 4 option. 5 CARL CAVALIER: 6 Okay. Um, yeah, I'm -- I'm not 7 going -- I'm not going to agree to that, 8 um, to -- 9 JILL CRAFT: 10 Well, you don't really have a 11 choice, Carl, because the court asked for 12 a status -- a settlement conference in 13 your federal case. That's something that 14 already must occur. 15 CARL CAVALIER: 16 No, no, no, that's fine. I'm not 17 talking about that part, as far as going 18 to the magistrate and asking for, um -- 19 JILL CRAFT: 20 Right. 21 CARL CAVALIER: 22 Yeah, I'm not talking about that 23 part. I'm not going to agree to them -- 24 JILL CRAFT: 25 Oh, you're talking about their</p>	<p>1 deadline, Carl. 2 CARL CAVALIER: 3 No, they missed the deadline. 4 (Indiscernible) didn't make it. 5 JILL CRAFT: 6 They sent the email last night 7 responding to your offer, and they didn't 8 have the authority (inaudible) the 9 200,000. They have met it. They met 10 their deadline. That's not -- that's not 11 an issue. 12 CARL CAVALIER: 13 No, well, the issue is, um, the -- 14 the non-monetary, um, things that -- that 15 we put up on the table -- 16 JILL CRAFT: 17 No -- 18 CARL CAVALIER: 19 -- that -- that's not -- that's not 20 agreed upon. 21 JILL CRAFT: 22 Right. Which is why I'm suggesting 23 to you that I think we all go visit with 24 the magistrate judge in a settlement 25 conference, and let them talk to them</p>

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Page 9	<p>1 about the non-monetary stuff.</p> <p>2 CARL CAVALIER:</p> <p>3 Yeah, but doesn't that mean like</p> <p>4 until -- until that -- until that time</p> <p>5 happens, um, I have to agree to the --</p> <p>6 agree to the 200 and also, um -- agree to</p> <p>7 the 200 and also, um, the -- the</p> <p>8 stipulations and the offers that come</p> <p>9 with it?</p> <p>10 JILL CRAFT:</p> <p>11 No. All this is going to be is,</p> <p>12 Dear Magistrate Judge, we have exchanged</p> <p>13 offers on the table, the parties are at</p> <p>14 loggerheads, at an impasse as it relates</p> <p>15 to certain conditions of settlement, we</p> <p>16 would like a settlement conference with</p> <p>17 you to see if the court can help</p> <p>18 facilitate the settlement. That's what</p> <p>19 that is.</p> <p>20 CARL CAVALIER:</p> <p>21 Okay. Um, so what happens -- what</p> <p>22 happens to the --</p> <p>23 JILL CRAFT:</p> <p>24 What?</p> <p>25 CARL CAVALIER:</p>	Page 11	<p>1 I mean, it -- it's there but it</p> <p>2 doesn't -- it doesn't get you much more.</p> <p>3 The reason it doesn't get you much more,</p> <p>4 is because you already have a claim</p> <p>5 against Lamar Davis -- right? -- pending</p> <p>6 for, you know, the violation of your</p> <p>7 civil rights. Your EEOC charges, such as</p> <p>8 they are, can only be brought against</p> <p>9 your employer. Because your employer is</p> <p>10 a state agency, you cannot recover</p> <p>11 punitive damages. That's a federal law</p> <p>12 that says you can't (inaudible). So what</p> <p>13 you recover with your retaliation claims</p> <p>14 under the federal statute for the EEOC</p> <p>15 stuff, is the same thing that you already</p> <p>16 can recover in your pending claim</p> <p>17 (inaudible) compensatory damages.</p> <p>18 (Inaudible) nothing that is impactful on</p> <p>19 either side of this equation. Nothing.</p> <p>20 CARL CAVALIER:</p> <p>21 Okay. So what -- what's the status</p> <p>22 of the, um, of the Commission -- of the</p> <p>23 Commission hearing? I know I had the</p> <p>24 termination, um, hearing coming up.</p> <p>25 JILL CRAFT:</p>
Page 10	<p>1 What happens to the EEOC case in the</p> <p>2 meantime?</p> <p>3 JILL CRAFT:</p> <p>4 There's no -- Carl, what she is</p> <p>5 likely going to do is kick it back to</p> <p>6 enforcement. But you need to understand,</p> <p>7 the EEOC doesn't investigate anything.</p> <p>8 They can't. That was one of the emails I</p> <p>9 sent you.</p> <p>10 CARL CAVALIER:</p> <p>11 Yeah, I know, but what's the point</p> <p>12 of filing the EEOC claim if they can't --</p> <p>13 JILL CRAFT:</p> <p>14 Title 7 requires you do so. It</p> <p>15 requires that you file (inaudible) with</p> <p>16 the EEOC. That's a Labor Department</p> <p>17 matter (inaudible). And the only</p> <p>18 (inaudible), really, is the retaliation.</p> <p>19 (Inaudible) racism. The state</p> <p>20 (inaudible) claim does the same thing,</p> <p>21 but the EEOC claim is kind of like your</p> <p>22 belt and suspenders.</p> <p>23 CARL CAVALIER:</p> <p>24 Okay.</p> <p>25 JILL CRAFT:</p>	Page 12	<p>1 You do. That is still on the</p> <p>2 docket.</p> <p>3 CARL CAVALIER:</p> <p>4 Okay.</p> <p>5 JILL CRAFT:</p> <p>6 (Inaudible) was the one as it</p> <p>7 related to the forced leave.</p> <p>8 CARL CAVALIER:</p> <p>9 That's the --</p> <p>10 JILL CRAFT:</p> <p>11 Your (inaudible) hearing is set in</p> <p>12 October, I think, at some point.</p> <p>13 CARL CAVALIER:</p> <p>14 October 2nd?</p> <p>15 JILL CRAFT:</p> <p>16 Is it the 2nd? (Inaudible).</p> <p>17 CARL CAVALIER:</p> <p>18 No, I was asking. Okay.</p> <p>19 JILL CRAFT:</p> <p>20 I don't know. It's late October.</p> <p>21 Let me see if I can search it. Pretty</p> <p>22 sure it's late October. In fact, I know</p> <p>23 it is. Because I looked at all that when</p> <p>24 we were talking about the settlement</p> <p>25 negotiations and what that was going to</p>

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Page 13	<p>1 look like. (Inaudible).</p> <p>2 Sorry, sorry, sorry. (Inaudible).</p> <p>3 Anyway, (inaudible) termination</p> <p>4 (inaudible) late October. But for some</p> <p>5 reason (inaudible) federal stuff. I</p> <p>6 don't (inaudible) computer.</p> <p>7 CARL CAVALIER:</p> <p>8 Okay.</p> <p>9 JILL CRAFT:</p> <p>10 But the point is, that's still on</p> <p>11 the calendar. It got upended because the</p> <p>12 (inaudible). EEOC, there's nothing</p> <p>13 that's going to happen. They're not</p> <p>14 going to investigate your charges no</p> <p>15 matter what happens. Because they can't.</p> <p>16 Because (inaudible) or -- or whatever,</p> <p>17 there's -- they get thousands of charges</p> <p>18 (inaudible), and there are three</p> <p>19 investigators in the New Orleans office.</p> <p>20 CARL CAVALIER:</p> <p>21 So you're saying there's no possible</p> <p>22 way they're going to investigate it, or</p> <p>23 they just -- it's a slim chance because</p> <p>24 they don't have the number of</p> <p>25 investigators to do so?</p>	Page 15	<p>1 date. What they're looking for.</p> <p>2 CARL CAVALIER:</p> <p>3 Okay. All right. So right now,</p> <p>4 you're -- you're wanting to get in</p> <p>5 contact with the magistrate and, um --</p> <p>6 JILL CRAFT:</p> <p>7 Yeah. We have to anyway. It was</p> <p>8 ordered at the beginning of your case in</p> <p>9 federal court.</p> <p>10 CARL CAVALIER:</p> <p>11 Uh-huh.</p> <p>12 JILL CRAFT:</p> <p>13 Oh, thank you.</p> <p>14 Your hearing for the termination is</p> <p>15 November 10th.</p> <p>16 CARL CAVALIER:</p> <p>17 Okay.</p> <p>18 JILL CRAFT:</p> <p>19 So, I mean, I think that it's</p> <p>20 helpful, Carl, because I really feel like</p> <p>21 we can utilize the magistrate judge to --</p> <p>22 I don't want to say force, but force</p> <p>23 State Police to really acknowledge the</p> <p>24 additional terms and conditions that we</p> <p>25 wanted, and make this thing settle.</p>
Page 14	<p>1 JILL CRAFT:</p> <p>2 Right. There's no way -- I can tell</p> <p>3 you, from my experience, it would be</p> <p>4 extraordinarily rare if they did.</p> <p>5 Extraordinarily rare.</p> <p>6 And then, I heard a couple of days</p> <p>7 ago, because I was talking to one of the</p> <p>8 EEOC people, intake officers on another</p> <p>9 case, and what they're currently</p> <p>10 (inaudible) the priority Washington are</p> <p>11 ADA claims, Americans with Disabilities</p> <p>12 Act claims. Each year, the U.S.</p> <p>13 government prioritizes which claims it</p> <p>14 wants the EEOC to investigate.</p> <p>15 CARL CAVALIER:</p> <p>16 Uh-huh.</p> <p>17 JILL CRAFT:</p> <p>18 And so what they'll do is they'll go</p> <p>19 look through all the districts throughout</p> <p>20 the United States and figure out who's</p> <p>21 got what. You know, Do you have an ADA</p> <p>22 claim that involves cancer? Do you have</p> <p>23 an ADA claim that involves -- you know,</p> <p>24 this or that, because that's the priority</p> <p>25 for litigation on that particular, um,</p>	Page 16	<p>1 CARL CAVALIER:</p> <p>2 Okay, so what -- what do we do with</p> <p>3 the first half of it? I know the</p> <p>4 non-monetary we go to the magistrate.</p> <p>5 But the first half of it, with the</p> <p>6 monetary side, you can't agree to one</p> <p>7 without agreeing to the other? They --</p> <p>8 they come together, right? You can't</p> <p>9 just say, Okay, I agree to the first</p> <p>10 half --</p> <p>11 JILL CRAFT:</p> <p>12 They go together, Carl, but I also</p> <p>13 don't want to be, um, unreasonable.</p> <p>14 CARL CAVALIER:</p> <p>15 How is that being unreasonable?</p> <p>16 JILL CRAFT:</p> <p>17 Because it is. And what I'd like to</p> <p>18 be able to do, is to be able to get in</p> <p>19 front of the magistrate with the</p> <p>20 settlement conference, which we have to</p> <p>21 have anyway, and I think the logical step</p> <p>22 is, all right, magistrate judge, if they</p> <p>23 won't agree to the non-monetary stuff,</p> <p>24 then they need to pay him more money.</p> <p>25 You follow me? I need to have that</p>

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<p>1 flexibility. And I certainly don't have 2 a problem with that. They've got 200 on 3 the table. And -- and not agreeing to 4 our non-monetary stuff. Let's see what 5 we can do. If it doesn't work, it 6 doesn't work. We've fulfilled our 7 obligations to the magistrate and to the 8 federal courts in having a settlement 9 conference, and it is what it is. 10 CARL CAVALIER: 11 Okay. And -- and I'm -- I'm just 12 trying to be clear, trying to be thorough 13 before I get off the phone, because I 14 don't want to have to ask you a million 15 questions. Not to make you repeat 16 yourself, but -- so if I say, Okay, yes, 17 I agree to what you're saying -- so what 18 I'm -- I'm really agreeing to is, Okay, 19 hey, we take the 200 and, um, the terms 20 that come with that, all the things you 21 said that come with that, and go forward 22 and, um, reach out to the magistrate to 23 -- to get -- 24 JILL CRAFT: 25 No. That's not what I --</p>	<p>1 Commission and -- 2 JILL CRAFT: 3 (Inaudible) settlement, your 4 Commission hearing is November 10th. So 5 that's not getting moved. And the 6 federal stuff, we have deadlines that 7 start, um, coming up in January. So 8 there's no issue. 9 CARL CAVALIER: 10 Well, that's what I'm asking. I'm 11 just trying to get specific answers that 12 -- that's what I'm asking. If, say, the 13 magistrate say, Hey, you know, we'll 14 entertain that, we'll set a date, the 15 date ain't till March 2023 -- 16 JILL CRAFT: 17 That's not going to happen, Carl. 18 That's not going to happen. 19 CARL CAVALIER: 20 Okay, you're saying it's not going 21 to happen, but that's not for -- you're 22 not for sure on that. You don't know 23 that for sure, right? 24 JILL CRAFT: 25 Yes, I am for sure on that. Because</p>
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<p>1 CARL CAVALIER: 2 Okay, all right. That's what I'm 3 asking you. 4 JILL CRAFT: 5 What I'm saying is, we made an 6 offer, they made a counter-offer. Nobody 7 has accepted anything. 8 CARL CAVALIER: 9 Right. 10 JILL CRAFT: 11 What I'd like to do is get the 12 magistrate involved to see if we cannot 13 get you and State Police to come to a 14 mutually beneficial agreement to resolve 15 all issues. That's what I'm saying. 16 CARL CAVALIER: 17 Okay. And until -- and until that 18 time, until a response and a -- and a 19 date from the magistrate for us to sit 20 down and do this, until it's figured out, 21 is everything else -- 22 JILL CRAFT: 23 (Inaudible) -- 24 CARL CAVALIER: 25 Is everything else on hold? The</p>	<p>1 if the magistrate doesn't have a quick 2 date, meaning within the next week or 3 two, then we just won't do it. And we'll 4 move forward on all fronts. 5 But what I'm suggesting to you is, 6 we have an obligation to have a 7 settlement conference with the federal 8 court first, no matter what. That's part 9 of the original order. That has to 10 happen. You do not lose anything by 11 asking the federal court to hold an 12 emergency settlement conference, because 13 we are (inaudible) and I think it's right 14 close on resolving all issues. You 15 follow me? 16 CARL CAVALIER: 17 I -- I believe so. I believe so. 18 JILL CRAFT: 19 I'm not going to let anything get 20 set that far out. And if it is, then, 21 you know, all bets are off. 22 CARL CAVALIER: 23 Yeah. I mean because I -- and I 24 just want to reiterate, I know I put it 25 in, you know, writing to you already,</p>

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Page 21	<p>1 but, you know, the non-monetary's just --</p> <p>2 you know, it's probably more important</p> <p>3 than the monetary to me, the things that</p> <p>4 I asked for, because I don't want to sit</p> <p>5 there having lieu of termination and all</p> <p>6 that. It just -- you know, I don't think</p> <p>7 that's something I want to, you know,</p> <p>8 accept.</p> <p>9 JILL CRAFT:</p> <p>10 Look, Carl, I'm not disagreeing with</p> <p>11 you. I have expressed to the other side,</p> <p>12 on numerous occasions, the importance of</p> <p>13 the non-monetary. And you got a</p> <p>14 response, I got a response, we all got a</p> <p>15 response last night. It's not ideal,</p> <p>16 it's not perfect. What I suggest to you</p> <p>17 is, I think we get the 800-pound federal</p> <p>18 gorilla involved, to help them see the</p> <p>19 light and the error of their ways, and</p> <p>20 work out the non-monetary stuff. That</p> <p>21 makes a lot of sense to me. You know?</p> <p>22 CARL CAVALIER:</p> <p>23 Yeah. Um, okay. Well, I'll -- I'll</p> <p>24 let you know by the end of the day --</p> <p>25 JILL CRAFT:</p>	Page 23	<p>1 Under the state law claims, you have</p> <p>2 to prove that there existed actual</p> <p>3 discrimination. That's prove two cases.</p> <p>4 Under the federal Title 7 thing, you only</p> <p>5 have to prove one case. That's the</p> <p>6 difference. Plus, federal law</p> <p>7 requires -- requires -- that you file</p> <p>8 with the EEOC within 300 days of the last</p> <p>9 act of discrimination, or you lose those</p> <p>10 claims.</p> <p>11 CARL CAVALIER:</p> <p>12 Got you.</p> <p>13 JILL CRAFT:</p> <p>14 They don't do anything, because,</p> <p>15 frankly, they don't have the resources</p> <p>16 to.</p> <p>17 CARL CAVALIER:</p> <p>18 Okay.</p> <p>19 JILL CRAFT:</p> <p>20 But they set them up in 1964 as a</p> <p>21 clearinghouse, and back then the EEOC</p> <p>22 actually did things. But it's gotten so</p> <p>23 big, and the issues of discrimination so</p> <p>24 systemic, that the EEOC frankly has no</p> <p>25 resources by which they can investigate</p>
Page 22	<p>1 The thing is, (inaudible) she's good</p> <p>2 but she's not -- she's not a judge.</p> <p>3 CARL CAVALIER:</p> <p>4 No, understood. I get that. I get</p> <p>5 that. I just, you know, figure since,</p> <p>6 you know, I wasted my time,</p> <p>7 quote-unquote, you know, doing the EEOC</p> <p>8 thing -- I know it's part of the process,</p> <p>9 you got to do it --</p> <p>10 JILL CRAFT:</p> <p>11 You're not wasting your time, Carl.</p> <p>12 If you had not filed with the EEOC, you</p> <p>13 would not have a Title 7 retaliation</p> <p>14 claim. The difference between a Title 7</p> <p>15 retaliation claim and your state law</p> <p>16 reprisal claim, is under Title 7, all you</p> <p>17 have to have is possession of a</p> <p>18 reasonable belief that what was</p> <p>19 happening, that what you reported, was</p> <p>20 discrimination. You do not have to prove</p> <p>21 that any officer within State Police was</p> <p>22 actually discriminated.</p> <p>23 CARL CAVALIER:</p> <p>24 Yeah.</p> <p>25 JILL CRAFT:</p>	Page 24	<p>1 or do anything.</p> <p>2 CARL CAVALIER:</p> <p>3 Are the, um -- is -- at some point,</p> <p>4 will Miss Goff or the EEOC tell us, Hey,</p> <p>5 we can't or we won't investigate this?</p> <p>6 JILL CRAFT:</p> <p>7 No. All she is, is she is in the</p> <p>8 mediation, the conciliation section. She</p> <p>9 doesn't investigate.</p> <p>10 CARL CAVALIER:</p> <p>11 No, the E --</p> <p>12 JILL CRAFT:</p> <p>13 She has a time deadline that's</p> <p>14 established by the EEOC, the national,</p> <p>15 the federal EEOC in Washington, that</p> <p>16 says, for example, when an investigator</p> <p>17 gets a charge, they have ten days to</p> <p>18 process it. And they have to click off</p> <p>19 little boxes on their computer. That's</p> <p>20 where she is. She has an artificial</p> <p>21 deadline that was set likely by the EEOC</p> <p>22 in Washington, DC. When a charge is</p> <p>23 referred to her for conciliation, this is</p> <p>24 the amount of time that she has to get it</p> <p>25 resolved. If it doesn't get resolved,</p>

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<p>1 then she steps back and it goes back to, 2 quote-unquote, enforcement, which is 3 essentially nobody. 4 CARL CAVALIER: 5 Yeah. 6 JILL CRAFT: 7 As long as your charge is pending 8 with the EEOC, prescription of the 9 statute of limitations, as it relates to 10 that claim, is suspended. It goes 11 nowhere. 12 CARL CAVALIER: 13 Okay. What, um -- so as of now, 14 what -- what answers -- what questions 15 did you need answered from me? Like as 16 far as going forward -- 17 JILL CRAFT: 18 (Inaudible) I just wanted to explain 19 to you what my thought process was in 20 terms of let's get the magistrate 21 involved now, and let's see if she can't 22 broker -- I think it's a she on your case 23 -- can't broker resolving the remaining 24 issues that the parties don't agree on. 25 And I'd like the flexibility of, Okay, if</p>	<p>1 Right. 2 JILL CRAFT: 3 -- and what I think that this means, 4 and -- and ask that you not get hung up 5 on terminology that really, in the grand 6 scheme of things, doesn't mean anything 7 for you. 8 CARL CAVALIER: 9 It means a lot to me, Miss Jill. 10 JILL CRAFT: 11 But I understand that. Personally, 12 I do. From my perspective, objectively, 13 it's -- it's not -- it's not, um, as 14 catastrophic as I think that you think it 15 is. 16 But what I'd like to do is be able 17 to utilize the aegis of the federal court 18 system and see if we can't iron out these 19 last issues. 20 CARL CAVALIER: 21 Okay. Understood. Um -- 22 JILL CRAFT: 23 It's also -- and look, those lawyers 24 aren't going to sit in there and tell a 25 federal judge to (inaudible). It doesn't</p>
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<p>1 you're not going to agree to the 2 non-monetary stuff, then you're going to 3 have to pay him more money. 4 But I need an 800-pound gorilla to 5 do that, meaning, I need a federal judge 6 person. The EEOC woman, Ms. Goff? Nice, 7 wonderful, but she has no power. 8 CARL CAVALIER: 9 Yeah, I get that. I get that part. 10 But, um, you know, even the flexible 11 thing of having -- you know, say they 12 give me three, four more times more 13 money, I still -- you know, I -- I don't 14 agree to that. It's the non-monetary -- 15 JILL CRAFT: 16 I -- 17 CARL CAVALIER: 18 -- you know, non-monetary -- 19 JILL CRAFT: 20 (Inaudible), Carl, but part of the 21 issue, honestly, is -- is, I understand, 22 I do, because I get clients that get dug 23 in all the time. All I can do is express 24 to you my experience -- 25 CARL CAVALIER:</p>	<p>1 work that way. 2 CARL CAVALIER: 3 And I mean, that -- I mean the 4 magistrate is going to happen, you know, 5 whether it's yea or nay from me anyway, 6 because that's -- that was ordered, 7 right? 8 JILL CRAFT: 9 (Inaudible) six months from now, and 10 I'm of the opinion, I think we should 11 strike while the iron's hot and we have 12 everybody engaged and everybody focused, 13 and everybody in the same room. I mean, 14 that's smart. 15 CARL CAVALIER: 16 All right. Well, how about this. 17 How about we let our Commission hearings 18 happen first? At least the ones -- 19 JILL CRAFT: 20 No. I do not agree with that, Carl. 21 No. 22 CARL CAVALIER: 23 Why not? 24 JILL CRAFT: 25 Because you lose settlement</p>

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<p>1 leverage. You lose all the leverage you 2 have right now. The leverage you have 3 right now is the great unknown. Okay? 4 That's what you lose. So my 5 recommendation, absolutely, 100 percent, 6 is let's get in front of the magistrate 7 and see if she can iron out these last 8 issues. 9 But -- but why would you want to 10 lose leverage? 11 CARL CAVALIER: 12 I definitely don't want to lose 13 leverage, but -- but I mean they -- 14 JILL CRAFT: 15 (Inaudible). 16 CARL CAVALIER: 17 Yeah, but they have been kicking me 18 in my ass, and still have intentions of 19 kicking me in my ass, obviously, so I 20 would -- I don't see me losing anything 21 going to the Commission and -- and -- 22 JILL CRAFT: 23 (Inaudible) leverage. 24 CARL CAVALIER: 25 Say that again?</p>	<p>1 or inappropriate. 2 CARL CAVALIER: 3 Well, my -- my thing is -- my thing 4 is this: Why would I settle, you know, 5 or be willing to settle, on terms that I 6 don't agree to? I don't agree to those 7 terms. 8 JILL CRAFT: 9 I'm not asking you to do that, Carl. 10 All I'm saying is, let's go talk to the 11 magistrate and see if she can help them 12 see the light and agree to the terms that 13 you will. That's all I'm suggesting. 14 CARL CAVALIER: 15 Yeah, I -- I just feel like we miss 16 out on things that, you know, that comes 17 out in the Commission hearing and all -- 18 you know, all those things that we can, 19 you know, possibly use later on, you 20 know, if we have to go forward and fight. 21 I mean it seem like we have to go forward 22 and fight -- 23 JILL CRAFT: 24 Carl, the Commission hearing's not 25 going anywhere.</p>
Page 30	Page 32
<p>1 JILL CRAFT: 2 You're losing (inaudible) 90 percent 3 of your case goes out the window. 4 CARL CAVALIER: 5 I lose what? 6 JILL CRAFT: 7 You absolutely lose leverage. Right 8 now you have the pressure of -- the 9 termination hearing is set for 10 November 10th. 11 CARL CAVALIER: 12 Correct. 13 JILL CRAFT: 14 Right now you have the pressure of 15 an existing federal lawsuit and no 16 decision on the motion to dismiss. Right 17 now you have all of those pressures on 18 your side. The unknown. I mean that -- 19 that's what I -- that's what I need -- I 20 would like for you to understand, is that 21 is in a -- you're in a good position to 22 settle your case now. Because we're not 23 having to fight, if the Commission goes 24 south, in the Court of Appeal on whether 25 or not your termination was appropriate</p>	<p>1 CARL CAVALIER: 2 It's going -- 3 JILL CRAFT: 4 I need you to trust me, honestly. 5 CARL CAVALIER: 6 Yeah, I -- I understand that, but, 7 I'm -- I'm not comfortable. I'm not -- 8 I'm not comfortable, and I'm not 9 comfortable for a reason -- 10 JILL CRAFT: 11 (Inaudible due to cross-talk). 12 You're not doing anything, Carl. 13 Except -- all I'm telling you is, we need 14 to get in front of the magistrate so she 15 can help us secure the non-monetary stuff 16 that you want. And now is the time to do 17 it. 18 CARL CAVALIER: 19 Yeah. 20 JILL CRAFT: 21 That's all I'm telling you. 22 CARL CAVALIER: 23 Yeah. I mean -- nah, it's just -- 24 it's just all backwards for me. It's 25 just -- it doesn't sit right. But I'm</p>

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<p>1 not going to keep spinning your wheels. 2 I'm going to, um -- just let me go and 3 sit with my thoughts for a while and 4 then, um, I'll call you back -- 5 JILL CRAFT: 6 Carl, I don't have a lot of time, 7 because I really believe we need to get 8 the magistrate on board and we need to 9 get on her calendar. 10 CARL CAVALIER: 11 Well, you're saying you don't have a 12 lot of time, Miss Jill, but this is my 13 life, though. 14 JILL CRAFT: 15 Carl, I'm not saying -- I didn't say 16 I don't have a lot of time -- 17 CARL CAVALIER: 18 That's what you just said. 19 JILL CRAFT: 20 We don't. You and me. I said we 21 don't have a lot of time. 22 CARL CAVALIER: 23 Okay. 24 JILL CRAFT: 25 That's what I said.</p>	<p>1 JILL CRAFT: 2 (Inaudible due to cross-talk) comes 3 from. Because, again, I mean I -- I know 4 we can go round and round, but I 5 represented another person who got hurt 6 -- got fired from the State Police 7 Commission, and publicly fired, like you, 8 in a horrible, horrific way, and can't 9 get a job. And the amount of money that 10 they paid her, was less than half of what 11 they are offering you. 12 CARL CAVALIER: 13 All right, I wish you would take the 14 money out of your head, Miss Jill. 15 Because -- 16 JILL CRAFT: 17 I'm not. 18 CARL CAVALIER: 19 -- that -- the non- -- because, 20 look, you keep telling me stories about 21 money, I don't -- I don't -- I don't -- 22 that's not my concern. That's not my 23 concern. But if we're going to talk 24 about money and, you know, we're going to 25 talk about 200, 200,000, then okay,</p>
Page 34	Page 36
<p>1 CARL CAVALIER: 2 All right. Well, I need some time 3 to think about it, Miss Jill. 4 JILL CRAFT: 5 Okay. 6 CARL CAVALIER: 7 I need time to think about it, 8 because this is my ass being kicked. 9 JILL CRAFT: 10 Okay, nobody is kicking your ass, 11 Carl. I think what you're missing is -- 12 I know you want the non-monetary stuff. 13 And I'm telling you, the way I believe I 14 can achieve that is by having a 15 settlement conference with the magistrate 16 and having her put pressure on State 17 Police to agree to those non-monetary 18 terms. That's what I'm telling you. 19 CARL CAVALIER: 20 I hear you. But all that sounds to 21 me is like, let's go, um -- State Police 22 didn't -- didn't agree to you begging for 23 the, um, the crumbs that you want, or the 24 crumbs that they want to give you, let's 25 go ask the magistrate --</p>	<p>1 let's -- let's stop talking about that, 2 because it's crumbs to me. That's crumbs 3 to me. I just -- honestly. I'm not 4 worried about who got what in the past or 5 who did what in the past. That's not me, 6 that's not my situation. You know, I 7 sympathize for them or with them, but 8 that's not my situation. 9 So, what I'm talking about is the 10 non-monetary. I'm not asking for shit, 11 much of shit on the non-monetary side. 12 They got motherfuckers on the job 13 who's -- who's -- 14 JILL CRAFT: 15 Okay, Carl -- 16 CARL CAVALIER: 17 -- done way -- want way worse and 18 shit -- 19 JILL CRAFT: 20 (Inaudible) agreeing to that. 21 CARL CAVALIER: 22 Okay. And I'm not agreeing to that 23 either -- 24 JILL CRAFT: 25 Excuse me. To get you there, what</p>

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<p>1 I'm suggesting to you is, we have an 2 avenue to do that, and to do that 3 immediately. 4 And I hear you say it's not about 5 the money, it's not about this, I'm 6 getting my ass kicked, I want the 7 non-monetary stuff, and I'm telling you, 8 I have a way that we can get there, and 9 now you're telling me no. 10 CARL CAVALIER: 11 No -- 12 JILL CRAFT: 13 When you tell me it's not about the 14 money, then you come back and say, Well, 15 no, that's crumbs, that's just crumbs 16 money, and I'm trying to explain to you, 17 based on my experience, no, it's not 18 crumbs. 19 CARL CAVALIER: 20 Yeah, it's -- it's crumbs to -- 21 to -- compared to the shit that's 22 important to me. It is crumbs. 23 JILL CRAFT: 24 Well, if you want the shit that's 25 important to you, like we've talked</p>	<p>1 JILL CRAFT: 2 (Inaudible) to all of the rest of 3 your claims. 4 CARL CAVALIER: 5 Okay, I get that. 6 JILL CRAFT: 7 We've talked about that. 8 CARL CAVALIER: 9 I get that. I get it. I promise 10 you I get it. I get the avenue you want 11 to take, I get it. But I'm just talking 12 about the timing of it. And I heard your 13 explanation of the timing of it and 14 losing leverage. I get that. But I need 15 time to think about that, because I -- I 16 just -- I just don't see, you know -- I 17 just don't see why we need to rush and go 18 to the magistrate right now, as far as 19 the leverage things go. If the 20 magistrate is there, it's going to be 21 there. 22 JILL CRAFT: 23 Carl, you're going to have to trust 24 me, and you're going to have to, I 25 think -- because I know what it means if</p>
Page 38	Page 40
<p>1 about, I'm explaining to you how we get 2 there. Period. 3 CARL CAVALIER: 4 Okay, I get that -- 5 JILL CRAFT: 6 And that's what I'm trying to 7 accomplish for you, exactly what you 8 want. 9 CARL CAVALIER: 10 I get that, but I'm just saying, 11 the -- the timing, we disagreeing on the 12 timing of going to the magistrate, 13 because -- 14 JILL CRAFT: 15 Because, Carl, I understand the 16 litigation process, and you do not. 17 CARL CAVALIER: 18 Okay, thank you. I -- 19 JILL CRAFT: 20 I understand the -- the danger of 21 going to a civil service commission and 22 you losing and having them deem your 23 termination appropriate. 24 CARL CAVALIER: 25 And I --</p>	<p>1 you have a bad result in front of the 2 Commission and what that does to the rest 3 of your case. It -- as we talked about 4 before, it kills it. If the Commission 5 concludes that your termination was in 6 good faith and for cause, your only 7 avenue at that point in time is to appeal 8 that to the First Circuit Court of 9 Appeal. 10 CARL CAVALIER: 11 Correct. 12 JILL CRAFT: 13 And what's going to happen at that 14 point in time, is your federal lawsuit 15 will be stayed or dismissed. Because if 16 another body concludes that your 17 termination was not -- was for -- in good 18 faith and for cause, it doesn't matter if 19 they were motivated by retaliating 20 against Carl Cavalier. It doesn't 21 matter. That is judicially going to 22 estop the federal court from proceeding 23 on your reprisal claims. That's the 24 risk. 25 CARL CAVALIER:</p>

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1 Okay, but --	1 JILL CRAFT:
2 JILL CRAFT:	2 (Inaudible) --
3 And that's my concern. And -- and	3 CARL CAVALIER:
4 we've had these discussions.	4 -- but, um --
5 CARL CAVALIER:	5 JILL CRAFT:
6 So instead of taking risks, we just	6 Then there is no magistrate, Carl,
7 want to go and settle for something	7 and then there's effectively no case.
8 that's --	8 CARL CAVALIER:
9 JILL CRAFT:	9 Well, that's not true, because
10 No. I'm not suggesting that we just	10 there's the appeal -- the appeals
11 want to go, Carl. But it -- my job is to	11 process, correct?
12 try to guide you in a direction that --	12 JILL CRAFT:
13 that is sensible and that's in your best	13 But Carl, the -- the First Circuit
14 interest, and not fight for the sake of	14 Court of Appeal -- please go look at
15 fighting.	15 those decisions, because I litigate there
16 CARL CAVALIER:	16 too. You have -- if you lose in front of
17 No, no, no, I'm not trying to fight	17 the Commission, your chances on appeal
18 --	18 aren't that great.
19 JILL CRAFT:	19 CARL CAVALIER:
20 (Inaudible) Commission, Carl.	20 So you're saying --
21 But -- but at the Commission, there is	21 JILL CRAFT:
22 significant risks for you.	22 (Inaudible due to cross-talk.)
23 CARL CAVALIER:	23 CARL CAVALIER:
24 Okay. I get that, and I appreciate	24 You're saying that appeals,
25 that. But I'm not fighting for the sake	25 they're -- they're going to agree with
Page 42	Page 44
1 of fighting. I'm fighting for the sake	1 the Commission, most likely? That's what
2 of, Hey, these are not the terms that I'm	2 you're saying? They're not going to look
3 agreeing to. Okay? And I get --	3 at the case?
4 JILL CRAFT:	4 JILL CRAFT:
5 I'm trying to get you those terms,	5 The majority of times, yeah.
6 and you're telling me --	6 CARL CAVALIER:
7 CARL CAVALIER:	7 But --
8 No --	8 JILL CRAFT:
9 JILL CRAFT:	9 Go look at the court of -- you can
10 -- I don't want to (inaudible) --	10 Google that. And look, I've had them
11 CARL CAVALIER:	11 reversed before, but it's rare. That's
12 All right, no, you -- you keep	12 what I'm telling you. These are all
13 cutting me off. I understand that, that,	13 intangibles and risks that nobody can
14 you know, in order for you to try to get	14 predict.
15 me those terms, you want to go to the	15 CARL CAVALIER:
16 magistrate. I get that part. I'm just	16 I got you. But as my -- as my -- as
17 saying that I don't think that, you know,	17 my attorney, and I appreciate your --
18 it's most effective that we run to the	18 your 33 years of experience and giving me
19 magistrate instead of just, um, going	19 your advice on that, but I don't -- I
20 through the Commission. And now, I	20 don't think that the risks I took in
21 know -- I understand that if they rule	21 giving up -- you know, endangering my
22 and rule against me, and it -- likely	22 career, putting my career on the line,
23 that they will, because I don't trust	23 is -- me -- me settling, you know, for
24 them. I don't think they acting in good	24 the terms that they want to come to and,
25 faith --	25 you know, just settling on some shit I

AUDIO RECORDING

Page 45	<p>1 don't agree to --</p> <p>2 JILL CRAFT:</p> <p>3 Okay, Carl, I've got another client</p> <p>4 who's here. I need to go meet with her.</p> <p>5 I'm happy to sit down and discuss with</p> <p>6 you. I've given you my advice.</p> <p>7 CARL CAVALIER:</p> <p>8 Okay.</p> <p>9 JILL CRAFT:</p> <p>10 And the answer is, the risks, for</p> <p>11 you, are enormous.</p> <p>12 CARL CAVALIER:</p> <p>13 Got you.</p> <p>14 JILL CRAFT:</p> <p>15 And honestly, the four things, or</p> <p>16 the three things that you want, I'm</p> <p>17 telling you I can accomplish. You have</p> <p>18 to have a settlement conference no matter</p> <p>19 what.</p> <p>20 CARL CAVALIER:</p> <p>21 Understood.</p> <p>22 JILL CRAFT:</p> <p>23 You are complaining you just -- you</p> <p>24 want those non-monetary things, and I'm</p> <p>25 telling you I have an avenue and a way to</p>	Page 47	<p>1 CERTIFICATE</p> <p>2 This certification is valid only for a</p> <p>3 transcript accompanied by my original signature and</p> <p>4 original required seal on this page</p> <p>5 I, LISA M NEALY, Certified Court Reporter in</p> <p>6 and for the State of Louisiana, do hereby certify</p> <p>7 that this Recording Audio was transcribed by me or</p> <p>8 under my personal supervision, and is a true and</p> <p>9 correct transcript to the best of my ability and</p> <p>10 understanding;</p> <p>11 That the transcript has been prepared in</p> <p>12 compliance with transcript format guidelines</p> <p>13 required by statute or by rules of the board, that</p> <p>14 I am informed about the complete arrangement,</p> <p>15 financial or otherwise, with the person or entity</p> <p>16 making arrangement for deposition services; that I</p> <p>17 have acted in compliance with the prohibition on</p> <p>18 contractual relationships, as defined by Louisiana</p> <p>19 Code of Civil Procedure Article 1434 and in rules</p> <p>20 and advisory opinions of the board;</p> <p>21 That I have no actual knowledge of any</p> <p>22 prohibited employment or contractual relationship,</p> <p>23 direct or indirect, between a court reporting firm</p> <p>24 and any party litigant in this matter, nor is there</p> <p>25 any such relationship between myself and a party</p> <p>litigant in this matter; that I am not related to</p> <p>counsel or the parties herein, nor am I otherwise</p> <p>interested in the outcome of this matter</p> <p style="text-align: center;">_____ LISA M NEALY, RPR, CCR Certificate No 23040</p>
Page 46	<p>1 get there, and you're telling me, "I</p> <p>2 don't know if I want to do that."</p> <p>3 CARL CAVALIER:</p> <p>4 No, I said I don't want to -- I</p> <p>5 don't know if I want to do that this</p> <p>6 soon. That's what I'm saying.</p> <p>7 JILL CRAFT:</p> <p>8 And what I'm telling you is, from</p> <p>9 the leverage standpoint, you're in the</p> <p>10 best position that you will be, right</p> <p>11 now.</p> <p>12 CARL CAVALIER:</p> <p>13 Got it. All right. I -- I digress</p> <p>14 for right now. I'm going to, um -- I'll</p> <p>15 call you later about it.</p> <p>16 JILL CRAFT:</p> <p>17 All right. Thank you.</p> <p>18 CARL CAVALIER:</p> <p>19 Bye-bye.</p> <p>20 JILL CRAFT:</p> <p>21 Bye.</p> <p>22 (End of phone call.)</p> <p>23 (End of recording.)</p> <p>24</p> <p>25</p>		

MOTION TO DISCONTINUE SETTLEMENT

Page 1	Page 3
<p>1 TRANSCRIPTION OF AUDIO RECORDING 2 "JILL - MOTION DISCONTINUE SETTLEMENT" 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 TRANSCRIBED BY: LISA M. NEALY, CCR, RPR 25</p>	<p>1 Because the problem is -- okay, go ahead. 2 Tell me why. 3 CARL CAVALIER: 4 No, I just -- I just felt like -- 5 like I said in the, um, the hearing, the 6 meeting we were in, and I just felt like, 7 you know, at least offering them, you 8 know, to put on the table to get my job 9 back, you know, I should -- I felt that 10 should have been done, you know, and the 11 same -- you know, the same argument, the 12 same -- 13 JILL CRAFT: 14 But Carl, here's the problem. You 15 swore under oath in a federal proceeding 16 that you accepted the settlement. 17 CARL CAVALIER: 18 Uh-huh. 19 JILL CRAFT: 20 The settlement is enforceable. 21 CARL CAVALIER: 22 Yeah. I mean I -- I get that it's 23 enforceable. But I just felt -- I just 24 felt, you know, a pressure to agree to 25 something that day and I just -- I at</p>
Page 2	Page 4
<p>1 (Recording begins.) 2 (Phone ringing.) 3 JILL CRAFT: 4 Morning, Carl. 5 CARL CAVALIER: 6 Good morning, Miss Jill. How are 7 you? 8 JILL CRAFT: 9 I'm good. What's going on? 10 CARL CAVALIER: 11 Nothing much. I just sent you guys 12 an email. I don't think I want to go 13 forward with the settlement. 14 JILL CRAFT: 15 I don't know that we can do that. 16 CARL CAVALIER: 17 I would just like to file a motion 18 to, you know, to re-open it. 19 JILL CRAFT: 20 I don't think we can do that, Carl. 21 CARL CAVALIER: 22 Yeah, I don't -- I don't feel 23 comfortable going forward with it. 24 JILL CRAFT: 25 Okay. Do you want to tell me why?</p>	<p>1 least want to, you know, wanted to -- 2 like I -- like I gave in the email 3 beforehand, before the hearing, like, you 4 know, I didn't want to -- to bend on 5 those things that are mentioned in the 6 email. But getting in the settlement, 7 that's my first time in there -- you 8 know, I never did anything like that 9 before. And, you know, just being in 10 front of the judge and having to explain 11 myself in front of the judge, it just -- 12 and I just felt a -- a huge pressure by 13 that. And I really wanted, you know, 14 really wanted my job back, Miss Jill. I 15 really wanted my job back, and I really 16 wanted a fair shake of trying to get it 17 back. And I don't -- I don't think we 18 put enough forward in, you know, in the 19 effort to try to do that. 20 JILL CRAFT: 21 Okay, Carl, A, that's not accurate, 22 because we certainly have been fighting 23 for your job back for the last year, 24 number one. Number two, in a lot of the 25 initial discussions, as you well know</p>

MOTION TO DISCONTINUE SETTLEMENT

Page 5	<p>1 because you've seen them all, that was 2 definitely a demand that we made, putting 3 you back to work and all that kind of 4 stuff, and they are flat-out refusing to 5 do so. Period. 6 CARL CAVALIER: 7 Yeah. But I -- I mean -- 8 JILL CRAFT: 9 But Carl, as far as, you know, 10 "let's file a motion and I want to undo 11 the settlement," you can't. You have 12 sworn under oath in front of a judge that 13 you accept the settlement. That is a 14 legally enforceable deal. Period. 15 CARL CAVALIER: 16 Okay. I want to -- I want to at 17 least, um -- are you telling me I 18 can't -- filing a motion is something I 19 can't do? 20 JILL CRAFT: 21 Carl, the problem is, you swore 22 under oath -- 23 CARL CAVALIER: 24 Miss Jill, can you answer -- can you 25 answer my question? Is that a motion</p>	Page 7	<p>1 what type of pressure I was under? 2 JILL CRAFT: 3 I -- I -- 4 CARL CAVALIER: 5 I'm telling you -- 6 JILL CRAFT: 7 I mean we talked about it, you know, 8 you -- 9 CARL CAVALIER: 10 I'm telling you I felt pressured -- 11 because I didn't -- I didn't -- I didn't 12 want that from the beginning. I wanted 13 my job back. And like I told you in the 14 hearing, like, I felt like, you know, 15 from the beginning you told me I can -- 16 you know, I can get my job back, you 17 could get me my job back. And we haven't 18 revisited that since the beginning of 19 this case. You know? 20 JILL CRAFT: 21 Carl, that's not true. What do you 22 think we've been doing in the State 23 Police Commission hearings? 24 CARL CAVALIER: 25 Yeah, but it was all of a sudden,</p>
Page 6	<p>1 that we can't file? Is that something we 2 can't file -- 3 JILL CRAFT: 4 I cannot file it. I cannot file it 5 for you. I cannot. And you cannot. 6 CARL CAVALIER: 7 Why can't I? Is it -- is it not 8 legal? It's not a right of mine that I 9 have to file it? I mean, I haven't -- I 10 haven't signed anything, I haven't, you 11 know, received anything -- 12 JILL CRAFT: 13 (Inaudible due to cross-talk) and 14 it's on a federal record that you agreed 15 to the settlement. It is an enforceable 16 contract. 17 CARL CAVALIER: 18 Well, I'm telling you I -- I felt 19 forced and under pressure to -- to agree 20 to something. 21 JILL CRAFT: 22 Wait, you -- Carl, come on, man. 23 There was -- there was no pressure. 24 CARL CAVALIER: 25 Miss Jill, how you going to tell me</p>	Page 8	<p>1 Miss Jill. Your story -- your -- the 2 feeling that you had about -- 3 JILL CRAFT: 4 Okay, Carl -- 5 CARL CAVALIER: 6 -- about this case changed all of a 7 sudden -- 8 JILL CRAFT: 9 Let me -- let me tell you kind of 10 where I am -- 11 CARL CAVALIER: 12 Uh-huh. 13 JILL CRAFT: 14 -- at this point in time. First of 15 all, you have an enforceable settlement 16 in federal court. You were not pressured 17 into any kind of settlement or anything 18 else. I mean, this was an open dialogue, 19 we had one of the best magistrates, to 20 talk to you, and then listen to you, and 21 helped you, and -- and you -- 22 CARL CAVALIER: 23 But he's -- 24 JILL CRAFT: 25 -- agreed --</p>

MOTION TO DISCONTINUE SETTLEMENT

Page 9	Page 11
<p>1 CARL CAVALIER: 2 But he's not my attorney, Miss Jill. 3 JILL CRAFT: 4 (Inaudible due to cross-talk) 5 language -- 6 CARL CAVALIER: 7 He's not my attorney. I asked -- 8 when he went on break, I asked my 9 attorney to, hey, can you not make me 10 explain my position in front of the judge 11 again, because you know my position. You 12 know what I want. You know, you know, as 13 my attorney and I'm your client, you know 14 what I wanted. I asked you that, 15 Miss Jill. I asked you not to -- 16 JILL CRAFT: 17 Carl, that's -- 18 CARL CAVALIER: 19 -- not to do that. 20 JILL CRAFT: 21 That's not accurate, man, because I 22 -- I have emails with you on the prior 23 settlement offers, and what it was you 24 were willing to do. Lots of emails. 25 CARL CAVALIER:</p>	<p>1 know, that kind of thing. I -- 2 CARL CAVALIER: 3 Hold on. Say that again? 4 JILL CRAFT: 5 You have in your email -- I'm 6 looking at it right now -- "I received a 7 call from Nakamoto saying I've settled my 8 case." I mean I -- okay. 9 But the issue is, I -- I do not 10 believe, in good faith, that -- that you 11 can renege on a -- on an oral contract. 12 I don't think you can. 13 CARL CAVALIER: 14 Well, I -- 15 JILL CRAFT: 16 What's going to happen is, I'm going 17 to need to consult with counsel, and I 18 think you are too. Counsel that's not 19 me. Because the problem is, I know that 20 you were not pressured. 21 CARL CAVALIER: 22 Okay, well -- 23 JILL CRAFT: 24 And -- 25 CARL CAVALIER:</p>
Page 10	Page 12
<p>1 Understood. And -- and those emails 2 will -- will show you and prove to you 3 that I wasn't in agree -- I wasn't -- I 4 didn't feel comfortable with that. 5 JILL CRAFT: 6 If that's -- if that's something you 7 want to do, I'm -- I mean, I think 8 that -- first of all, I'm going to have 9 to get counsel on my own. And I think 10 that you're going to have to get new 11 counsel. Because the problem that I have 12 is, it is an enforceable contract. And 13 nobody, including myself, pressured you 14 to accept that settlement. 15 CARL CAVALIER: 16 I'm telling you I felt pressured, 17 Miss Jill. I understand what -- 18 JILL CRAFT: 19 Carl -- 20 CARL CAVALIER: 21 I understand your position, but I'm 22 telling you what I felt -- 23 JILL CRAFT: 24 -- (inaudible due to cross-talk) 25 Chris Nakamoto or whatever it is and, you</p>	<p>1 -- can you -- can you find me a, um, 2 a counsel that -- that'll represent me, 3 then? That'll fight for me? 4 JILL CRAFT: 5 Carl, I think that's something 6 you're going to have to do. 7 Unfortunately. But I need to -- 8 CARL CAVALIER: 9 Well, if you -- 10 JILL CRAFT: 11 -- sit back -- 12 CARL CAVALIER: 13 Are you -- are you stepping down and 14 stepping back as my counsel? Is that 15 what you're telling me? 16 JILL CRAFT: 17 Carl, I told you, I need to get 18 counsel myself. And that's what I'm 19 going to do. And I will communicate with 20 you what I think options are at this 21 point in time. But in terms of trying to 22 back out of a settlement that you swore 23 to and is on a federal record, -- 24 CARL CAVALIER: 25 Miss Jill --</p>

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1 JILL CRAFT:	1 judge you understood it. You agreed to
2 -- I do not --	2 the terms and conditions.
3 CARL CAVALIER:	3 CARL CAVALIER:
4 -- I understand you keep telling me	4 Yeah. And I --
5 what I swore to, but I'm telling you I	5 JILL CRAFT:
6 felt pressured -- when I asked you not to	6 All of which is on the record.
7 continue to make me present my -- my	7 CARL CAVALIER:
8 position in front the judge when you knew	8 And I'm telling you --
9 what my position was. I felt like you --	9 JILL CRAFT:
10 JILL CRAFT:	10 -- (inaudible due to cross-talk) do
11 Carl, that's not accurate either.	11 anything --
12 CARL CAVALIER:	12 CARL CAVALIER:
13 Okay --	13 Okay, well, I'm telling you I felt
14 JILL CRAFT:	14 pressured and -- like you reference my
15 That's not accurate.	15 emails? We'll just have to reference my
16 CARL CAVALIER:	16 emails and the things I said to you, in
17 Okay, we'll have to deal with that	17 person and in the emails.
18 when the time come, Miss Jill.	18 JILL CRAFT:
19 JILL CRAFT:	19 Carl, again, like I said, I'm going
20 I mean I'm -- okay. Look, I am	20 to get some advice on my own. I highly
21 going to do some research on my own. I'm	21 recommend you get some legal advice,
22 going to get some outside legal advice.	22 independent of me, as it relates to, you
23 I would highly recommend you do the same	23 know, whether or not you think you can
24 thing as it relates to, you know, trying	24 renege. But I in good faith, and you in
25 to back out of a confected federal	25 good faith, forged and adjudged that that
Page 14	Page 16
1 settlement. But I will send you an email	1 was your decision. And frankly, it was.
2 and let you know what my thoughts are on	2 It's exactly what you decided to do.
3 this end.	3 CARL CAVALIER:
4 CARL CAVALIER:	4 Miss -- Miss Jill, I understand --
5 Miss Jill, but why you taking your	5 JILL CRAFT:
6 time doing research? You know I have --	6 But I will --
7 you know, the days and the time is	7 CARL CAVALIER:
8 ticking. I mean --	8 I understand that --
9 JILL CRAFT:	9 JILL CRAFT:
10 Carl, this is out of the blue. You	10 -- (inaudible) and I will let you
11 just sent me an email. And I think that	11 know what I think, you know, what I think
12 it requires prudence and caution.	12 my options are, and, as I've indicated, I
13 CARL CAVALIER:	13 think you need to get another attorney to
14 Understood.	14 advise you on your options about trying
15 JILL CRAFT:	15 to undo a federal settlement.
16 I'm going to have to consult with	16 CARL CAVALIER:
17 counsel, and I highly recommend you	17 Okay. Miss Jill --
18 consult with counsel that's not me --	18 JILL CRAFT:
19 somebody else -- as it relates to whether	19 Because at this point -- (inaudible
20 or not you have a right to renege on a	20 due to cross-talk) --
21 federal settlement. I'm telling you, you	21 CARL CAVALIER:
22 were not pressured to do anything. You	22 -- I have a, um --
23 were a willing participant in the	23 JILL CRAFT:
24 settlement. You fully understood it.	24 -- (inaudible due to cross-talk)
25 You swore to it under oath. You told the	25 pressure --

MOTION TO DISCONTINUE SETTLEMENT

Page 17	Page 19
<p>1 CARL CAVALIER: 2 Okay -- 3 JILL CRAFT: 4 Excuse me? 5 CARL CAVALIER: 6 So I -- we still have the, um, the 7 Commission hearing coming up. Do I need 8 to seek counsel for the Commission 9 hearing? 10 JILL CRAFT: 11 Carl, I'm -- I'm just telling you, 12 at this point, that's what I'm going to 13 do. So I will -- I'm going to send you 14 an email so I can document to you what it 15 is I -- I think that where I am and what 16 the federal -- what the -- what the 17 import of the federal settlement is, and 18 your agreement on a federal record, and I 19 highly recommend you get independent 20 counsel as it relates to your notion 21 about trying to undo the settlement. 22 CARL CAVALIER: 23 Okay. Um -- 24 JILL CRAFT: 25 -- (inaudible due to cross-talk)</p>	<p>1 a settlement. And that's not true. And 2 what happens is, is that puts me at odds 3 with you. Because I sat in that room and 4 I know you were not pressured to accept 5 that settlement. You and I had many 6 conversations about what you wanted, and 7 settlement, and the big issues for you 8 were, not having resignation in lieu of 9 termination -- 10 CARL CAVALIER: 11 Miss -- Miss Jill, you knew I wasn't 12 happy. I documented -- I documented the 13 fact that I wasn't happy with this. I 14 documented that fact that it -- it 15 wasn't, um, about the money. It was 16 about me getting my job back or, you 17 know -- 18 JILL CRAFT: 19 Well, that's not true. It really 20 isn't. But -- but here's the deal. I -- 21 CARL CAVALIER: 22 I -- I -- 23 JILL CRAFT: 24 I will send you the email and we 25 will deal with it. And I'll send you</p>
Page 18	Page 20
<p>1 independent counsel on that. 2 CARL CAVALIER: 3 Understood. I -- I understand -- 4 JILL CRAFT: 5 Okay. 6 CARL CAVALIER: 7 I understand that part. But as far 8 -- 9 JILL CRAFT: 10 (Inaudible due to cross-talk) email, 11 Carl. 12 CARL CAVALIER: 13 I understand. But can you let me 14 finish? 15 As far as the Commission, um, is it 16 -- is it -- can you -- while you're 17 researching, can you research the fact 18 that are you supposed to, you know, seek 19 -- find me another counsel if you 20 stepping down as my counsel? 21 JILL CRAFT: 22 Carl, I can't find you another 23 counsel, because right now what you're 24 saying is not true. What you are saying 25 is that you were pressured into accepting</p>	<p>1 something in writing so you have it. 2 CARL CAVALIER: 3 Okay -- 4 JILL CRAFT: 5 But I highly recommend you get the 6 advice of another attorney as it relates 7 to whether or not you can withdraw your 8 consent to settle all claims. 9 CARL CAVALIER: 10 Okay. 11 JILL CRAFT: 12 Okay? 13 CARL CAVALIER: 14 Well, I'm going to make it known to 15 the -- to the people that -- that need to 16 know, that I -- I want discontinue this. 17 So if I got to, you know, send something 18 to the judge or to -- 19 JILL CRAFT: 20 (Inaudible due to cross-talk) you 21 tell them that you got on a federal 22 record with a magistrate -- 23 CARL CAVALIER: 24 No, no, I'm not -- I'm not talking 25 about no messy business, Miss Jill. I'm</p>

MOTION TO DISCONTINUE SETTLEMENT

Page 21	<p>1 not talking about no messy business. I'm</p> <p>2 talking about professional, like if I had</p> <p>3 to -- I just want to safeguard, you know,</p> <p>4 what I have left as far as my case go.</p> <p>5 I'm not talking about no messy -- I'm not</p> <p>6 a messy person, Miss Jill. I'm talking</p> <p>7 --</p> <p>8 JILL CRAFT:</p> <p>9 Carl -- Carl, you agreed to settle</p> <p>10 everything, so that's the problem</p> <p>11 (inaudible due to cross-talk)--</p> <p>12 CARL CAVALIER:</p> <p>13 Yeah, but it -- it concerns me, just</p> <p>14 like I told you before, Miss Jill, that</p> <p>15 you sw- -- you switched up on me</p> <p>16 overnight. Like you thought this was the</p> <p>17 best case ever, and then all of a sudden</p> <p>18 you think I need to settle --</p> <p>19 JILL CRAFT:</p> <p>20 Nobody (inaudible) overnight. What</p> <p>21 part of the judge telling you it was a</p> <p>22 fantastic settlement did you not hear?</p> <p>23 CARL CAVALIER:</p> <p>24 Yeah, I heard the judge saying a</p> <p>25 fantastic settlement, but, as my counsel,</p>	Page 23	<p>1 to get independent advice. And that</p> <p>2 can't be from me because then it's not</p> <p>3 independent.</p> <p>4 CARL CAVALIER:</p> <p>5 I understand. I understand</p> <p>6 independent advice. I understand that.</p> <p>7 JILL CRAFT:</p> <p>8 (Inaudible) --</p> <p>9 CARL CAVALIER:</p> <p>10 But if you're stepping down as my</p> <p>11 counsel --</p> <p>12 JILL CRAFT:</p> <p>13 After this discussion, what I'm</p> <p>14 going to do is I'm going to get counsel</p> <p>15 for myself, and I recommend that you also</p> <p>16 get counsel.</p> <p>17 CARL CAVALIER:</p> <p>18 Okay --</p> <p>19 JILL CRAFT:</p> <p>20 Because what you are alleging is</p> <p>21 that that you were pressured into</p> <p>22 accepting the settlement, --</p> <p>23 CARL CAVALIER:</p> <p>24 Which is my truth.</p> <p>25 JILL CRAFT:</p>
Page 22	<p>1 you knew how I felt about that. I didn't</p> <p>2 think it was a fantastic settlement. And</p> <p>3 you knew that. I told you that,</p> <p>4 Miss Jill.</p> <p>5 JILL CRAFT:</p> <p>6 Carl, actually I -- you know, no.</p> <p>7 But look, I will send you an email. I</p> <p>8 highly recommend you get other counsel to</p> <p>9 discuss with you, look at, or counsel you</p> <p>10 on the notion of whether or not you can</p> <p>11 withdraw from a federal settlement placed</p> <p>12 on the record of all claims. I think you</p> <p>13 need to talk to another attorney.</p> <p>14 CARL CAVALIER:</p> <p>15 Well, I --</p> <p>16 JILL CRAFT:</p> <p>17 And I will send you an email about</p> <p>18 that. Okay?</p> <p>19 CARL CAVALIER:</p> <p>20 I think it's also -- I mean, I think</p> <p>21 it's also your job to help me find</p> <p>22 counsel if you're stepping down as my</p> <p>23 counsel.</p> <p>24 JILL CRAFT:</p> <p>25 Carl, I'm suggesting that you need</p>	Page 24	<p>1 -- which is not true --</p> <p>2 CARL CAVALIER:</p> <p>3 Which is my truth.</p> <p>4 JILL CRAFT:</p> <p>5 -- and that puts us at odds with</p> <p>6 each other.</p> <p>7 CARL CAVALIER:</p> <p>8 Right. Correct. So --</p> <p>9 JILL CRAFT:</p> <p>10 You also willingly and voluntarily</p> <p>11 gave your consent to the terms and</p> <p>12 conditions of settlement, which were</p> <p>13 placed on a federal record, settling all</p> <p>14 claims.</p> <p>15 So again, I will send you an email,</p> <p>16 and then, you know, we'll kind of figure</p> <p>17 out from there. Okay?</p> <p>18 CARL CAVALIER:</p> <p>19 Okay. Um, my, um -- the last thing</p> <p>20 I wanted to tell you was that, um -- so I</p> <p>21 should hear back from you -- I mean I</p> <p>22 know you don't have a direct time, but</p> <p>23 maybe Tuesday or something?</p> <p>24 JILL CRAFT:</p> <p>25 I am going to do my best to get with</p>

MOTION TO DISCONTINUE SETTLEMENT

Page 25

1 you as soon as possible. But I think you
 2 need to call another lawyer and get some
 3 independent advice about whether or not
 4 you --
 5 CARL CAVALIER:
 6 I will.
 7 JILL CRAFT:
 8 -- can withdraw.
 9 CARL CAVALIER:
 10 I will do that.
 11 JILL CRAFT:
 12 (Inaudible due to cross-talk)
 13 federal consent.
 14 CARL CAVALIER:
 15 I will do that. I will do that.
 16 JILL CRAFT:
 17 Okay. Good.
 18 All right. Thank you, Carl.
 19 CARL CAVALIER:
 20 All right.
 21 (End of recording.)
 22
 23
 24
 25

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1 CERTIFICATE
 2 This certification is valid only for a
 3 transcript accompanied by my original signature and
 4 original required seal on this page
 5 I, LISA M NEALY, Certified Court Reporter in
 6 and for the State of Louisiana, do hereby certify
 7 that this Recording Audio was transcribed by me or
 8 under my personal supervision, and is a true and
 9 correct transcript to the best of my ability and
 10 understanding;
 11 That the transcript has been prepared in
 12 compliance with transcript format guidelines
 13 required by statute or by rules of the board, that
 14 I am informed about the complete arrangement,
 15 financial or otherwise, with the person or entity
 16 making arrangement for deposition services; that I
 17 have acted in compliance with the prohibition on
 18 contractual relationships, as defined by Louisiana
 19 Code of Civil Procedure Article 1434 and in rules
 20 and advisory opinions of the board;
 21 That I have no actual knowledge of any
 22 prohibited employment or contractual relationship,
 23 direct or indirect, between a court reporting firm
 24 and any party litigant in this matter, nor is there
 25 any such relationship between myself and a party
 litigant in this matter; that I am not related to
 counsel or the parties herein, nor am I otherwise
 interested in the outcome of this matter

 LISA M NEALY, RPR, CCR
 Certificate No 23040