

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF LOUISIANA

IN RE:	§	CASE NO: 23-12028
CARL CAVALIER	§	CHAPTER 7
DEBTOR	§	SECTION A
	§	
	§	

**MOTION (I) TO AUTHORIZE TRUSTEE TO CONSUMMATE
DEBTOR’S PREPETITION MEDIATED SETTLEMENT, AND
(II) FOR APPROVAL OF THE COMPROMISE, ALLOWANCE,
AND PAYMENT OF THE RELATED PREPETITION ATTORNEYS’
CONTINGENCY FEE CLAIMS AGAINST THE ESTATE**

NOW INTO COURT, through undersigned counsel, comes Greta M. Brouphy, Chapter 7 trustee of the captioned estate (“Trustee”), who respectfully moves this Court for the entry of an Order authorizing the Trustee to consummate the terms of a prepetition mediated settlement that is property of the estate and for approval of the compromise, allowance, and payment of the prepetition contingency fees of counsel who represented the Debtor Carl Cavalier (“Debtor” or “Cavalier”) in connection with the settled claim.

JURISDICTION & VENUE

1. The Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code on November 27, 2023 (“Petition Date”).
2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and this matter is a core matter pursuant to 28 U.S.C. § 157(b)(2)(A), (B), (E), and (O). Venue of this case and this motion is proper in this district under 28 U.S.C. §§ 1408 and 1409. This motion is governed by Rule 9019 of the Federal Rules of Bankruptcy Procedure.

I. Request For Trustee’s Authority To Consummate Prepetition Mediated Settlement

A. Background and Summary of Settlement Terms

3. On September 30, 2021, Cavalier filed a lawsuit entitled “*Carl Cavalier v. State of Louisiana: Department of Public Safety and Corrections: Public Safety Services; Office of State Police,*” bearing docket number C-711842, Sec. 23, in the 19th Judicial District Court for the Parish of East Baton Rouge, Louisiana, naming the Louisiana Department of Public Safety and Corrections (“DPSC”) as the party defendant (the “Lawsuit”). Additionally, Cavalier filed a charge of discrimination bearing number 461-2021-02228 with the Equal Employment Opportunity Commission (“EEOC”)/Louisiana Commission on Human Rights (“LCHR”) (the “EEOC Claim”), as well as administrative appeals bearing numbers 21-257-S; 21-256-D; 21-261-T with the Louisiana State Police Commission (“LSPC”) (the “Administrative Claim”).

4. On November 10, 2021, DPSC removed Cavalier’s 19th Judicial District Court lawsuit to the United States District Court for the Middle District of Louisiana, where it currently bears Civil Action No. 21-656-JWD-RLB.

5. On January 14, 2022, Cavalier amended and/or supplemented his Lawsuit to add Colonel Lamar A. Davis as a party defendant to the Lawsuit.

6. On October 6, 2022, the parties participated in a settlement conference before the United States Magistrate Judge Richard L. Bourgeois, Jr. in the Middle District of Louisiana, and they reached a settlement resolving the Lawsuit, the EEOC Claim, and the Administrative Claim. Shortly, thereafter, Cavalier became dissatisfied with the settlement terms, and he challenged the existence and enforceability of the settlement in the District Court and in the Fifth Circuit.

7. On June 5, 2024, the Fifth Circuit issued an opinion affirming the District Court’s ruling that the mediated settlement entered into by the Debtor was binding and enforceable. *See Carl*

Cavalier v. La. Dept. of Public Safety & Corrections, 2024 WL 218076 (5th Cir. 2024).

8. Upon the filing of the bankruptcy case, the Debtor's interest in the settlement became property of the estate. 11 U.S.C. § 541. The Trustee is the estate representative with authority to consummate the settlement and collect the proceeds for the benefit of the estate. The Defendants now wish to fund the settlement and obtain the bargained-for releases from the Trustee.

9. A copy of the Receipt and Release Agreement ("Release Agreement") is attached hereto as **Exhibit A**. A summary¹ of the material terms is set forth below:

- a. **Payment / Claims Released.** In consideration of the payment of a one-time up-front, cash payment in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) ("Settlement Payment"), the Bankruptcy Estate completely releases and dismisses with prejudice, the Agencies (as defined in the attached Release Agreement) from any and all claims, under state or federal law, of any nature whatsoever, whether now known or later discovered, set forth in the Lawsuit, the EEOC Claim, the Administrative Claim and/or or arising from or related to Cavalier's employment with and departure from employment with the Agencies. The release includes the Agencies, as well as its/their past, present and future officers, executives, attorneys, employees, insurers, underwriters, and reinsurer(s) (hereafter collectively referred to as "the Released Parties").
- b. **Debtor's Employment/Disciplinary Action.** The Order authorizing the Trustee to consummate the settlement ("Compromise Order") will recognize that the Debtor is no longer employed by LSP and the effective date of his resignation from LSP is January 31, 2022. The Debtor's departure from LSP will be coded only as a "resignation." The Order will also provide that (i) the Debtor recognizes and acknowledges that he is not eligible for rehire by LSP or DPSC and he will never seek reemployment with LSP or DPSC; and (ii) LSP recognizes and acknowledges that the Debtor's forced annual leave was not a disciplinary action or the result of any discipline imposed on the Debtor. The Order will also provide that the Debtor's prior 200 hour suspension is hereby nullified, but that the Debtor recognizes that he is not entitled to recompense therefor.
- c. **Dismissal Of Pending Claims.** In further consideration of the Settlement Payment, the Trustee agrees, and will direct her attorneys to execute the necessary documents to dismiss with prejudice, each party to bear its/their own costs and attorney's fees,

¹ This summary is merely an overview of the Release Agreement and does not alter the terms or conditions of the full Release Agreement which is controlling. Parties are directed to the Release Agreement itself, attached as **Exhibit A**, for a detailed review of its terms. Capitalized terms in this section not otherwise defined in the Motion are references to definitions found in the Release Agreement.

the Lawsuit, the EEOC Claim, and the Administrative Claims.

- d. **Trustee Authorization To Sign Release And Dismissals.** The Order Approving his Compromise will recognize that the Trustee has the sole right and exclusive authority to execute the Release Agreement and any and all such other supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of the Release Agreement.
- e. **Contingent Fees To Be Paid From Settlement Payment.** The Trustee further agrees that all attorney's fees, costs, and expenses due Cavalier's attorney(s) Jill Craft, Jim Carver, and Clifton J. Ivey, and their respective law firms, are to be paid out of the Settlement Payment and that the Released Parties are in no way responsible for the payment of those attorney's fees, costs and/or expenses.
- f. **Miscellaneous.** The concluding paragraphs of the Agreement contain general standard contractual provisions relating to such things as the governing law, interpretation, enforceability, amendments, competence, and the effective date.

B. A Separate Bankruptcy Rule 9019 Analysis of the Settlement Is Not Required

10. While the Trustee is required to file this motion in order to obtain authority to consummate the Debtor's prepetition settlement and execute the necessary settlement documents, a separate Bankruptcy Rule 9019 analysis is not necessary. As described in Paragraphs 6 and 7 above, the Debtor agreed to the terms of this settlement in 2022 during a settlement conference with the Federal Magistrate assigned to the underlying Lawsuit. After agreeing to the settlement, the Debtor spent the next two years seeking to invalidate his agreement, but his efforts were rejected by the Magistrate, twice by the District Judge, and recently by the United States Fifth Circuit, all of whom rejected the Debtor's attempt to negate the agreement.

11. This Fifth Circuit summarized the basis for its conclusion that the Debtor irrevocably agreed to the settlement in the concluding paragraphs of its Opinion:

The undisputed facts in the record show the parties entered into a valid settlement agreement. During the settlement conference with the magistrate judge, the parties agreed on settlement terms, which were recited before the magistrate judge, and Cavalier orally agreed to the terms before the magistrate judge. These terms were

then confirmed over e-mail. While Cavalier points to statements he made to his attorney before the settlement conference expressing misgiving with some of the terms that eventually formed the settlement, these prior statements do not negate his overt and express agreement to them at the conference. Further, Cavalier himself, not his attorney, agreed to the settlement, so his arguments about the authority of his counsel to settle the case are irrelevant. The agreement addressed all material terms, including payment by the Defendants and Cavalier's future employment. That he is dissatisfied with these terms in retrospect does not negate the agreement.

Carl Cavalier v. La. Dept. of Public Safety & Corrections, 2024 WL 218076, at *4 (5th Cir. 2024).

12. Therefore, the Trustee requests this Court's authority to consummate the settlement on the terms and conditions set forth in the Release Agreement attached as **Exhibit A**.

II. Request for Compromise, Approval, and Payment of the Related Prepetition Attorneys Contingency Fee Claims

A. Background of Contingency Fee Dispute

13. Prior to the Petition Date, the Debtor initially retained Jill Craft and the Jill L. Craft, Attorney at Law, LLC law firm (collectively, the "Craft Claimants") pursuant to a written hourly Retainer Agreement. Because the Debtor was unable to pay the hourly fees on a current basis as originally agreed, counsel and Mr. Cavalier agreed to transition to a contingency fee arrangement. Mr. Cavalier and the Craft Claimants entered into a written contingency agreement which provides for a 40% contingency fee "of all sums received or the amount of attorney's fees awarded whichever is greater."

14. When the Debtor agreed to the mediated settlement agreement with the Magistrate, one of the material terms of the settlement was the payment of the 40% contingency fee. When the Debtor chose to back out of the mediated settlement, the Craft Claimants withdrew as counsel and intervened in the Lawsuit to preserve their lien interest in the proceeds pursuant to the written contingency agreement and La. R.S. 37:218. At the time of the filing of the Intervention, the Craft

Claimants had an accounting of unpaid time and expenses incurred by them in connection with the representation of Mr. Cavalier in the amount of \$112,215.00.

15. After the withdrawal of the Craft Claimants, the Debtor retained The Carver Law Firm, LLC and the Ivey Law Firm, LLC (collectively, the “Carver-Ivey Claimants”) also pursuant to a 40% contingency fee agreement. The Carver-Ivey Claimants also filed pleadings seeking to pursue the claims of Cavalier through the District Court. When the Carver-Ivey Claimants were unsuccessful in their initial efforts to set aside the mediated settlement agreement, Cavalier asked that they withdraw so the Debtor himself could pursue the matter *pro se*. The Carver-Ivey Claims withdrew as counsel and intervened in the Lawsuit to preserve their lien interest in the proceeds pursuant to their written contingency agreement and La. R.S. 37:218.

16. Now that the Lawsuit has resulted in a recovery of \$200,000, both firms sought recovery under their respective 40% contingency fee agreements which gave rise to a contentious dispute between the law firms as to the other firm’s entitlement.

B. The Proposed Contingency Fee Compromise

17. In an effort to avoid the necessity for the Trustee to file formal claim objections that would likely have resulted in protracted litigation, undersigned counsel worked with both parties to reach a global consensual resolution. After multiple discussions between (and among) the parties relating to the history of the Lawsuit and after careful review and consideration of the pleadings in the Lawsuit, the Trustee has reached a compromise with the Carver-Ivey Claimants and the Craft Claimants.

18. The terms of the attorney fee claims Compromise Agreement are as follows:
- a. The Trustee agrees to the approval of the allowance of one contingency fee of 40% of the \$200,000 Settlement Payment (i.e., \$80,000, hereinafter the “Allowed Fee”) to be shared by the Carver-Ivey Claimants and the Craft Claimants.

- b. The Craft Claimants will be paid \$72,000 (i.e., 90% of the Allowed Fee) in full satisfaction of their claims against the estate.
- c. The Carver-Ivey Claimants will be paid \$8,000 (i.e., 10% of the Allowed Fee) in full satisfaction of their claims against the estate.
- d. The Craft Claimants and the Carver-Ivey Claimants agree to the mutual release against the other of all claims, demands, damages, and causes of action, of every kind and nature, known and unknown, that are related to, arise out of, or are in any way connected with the Cavalier Lawsuit based upon acts or omissions that took place prior to the date of this agreement.
- e. The Trustee agrees to make the payments set forth above within 21 days of the entry of a final Order approving this compromise (“Compromise Order”).

C. Law and Argument for Approval of Proposed Contingency Fee Compromise

19. The Trustee seeks approval of the Compromise Agreement pursuant to Rule 9019. Rule 9019(a) permits the Court, following notice and a hearing, to “approve a compromise or a settlement.” FED. R. BANKR. P. 9019(a). Approval of a compromise or settlement is within the sound discretion of the Court. *See, e.g. United States v. AWECO, Inc. (In re AWECO, Inc.)*, 725 F.2d 293, 297 (5th Cir. 1984). The decision of whether to approve a particular settlement lies within the discretion of the Court. *Am. Can Co. v. Herpel (In re Jackson Brewing Co.)*, 624 F.2d 605, 607 (5th Cir. 1980). “A proposed settlement must be ‘fair and equitable’ and in the best interests of the estate.” *The Cadle Co. v. Moore (In re Moore)*, 608 F.3d 253, 263 (5th Cir. 2010) (citing *Jackson Brewing*, 624 F.2d at 608).

20. Courts consider the following factors in determining whether a settlement is fair and equitable:

- (1) the probability of success in the litigation, with due consideration for the uncertainty in fact and law;
- (2) the complexity and likely duration of the litigation and any attendant expense, inconvenience, and delay, including the difficulties, if any, to be encountered in the matter of collection;
- (3) the paramount interest of the creditors and a proper deference to their respective views;
- (4) the extent to which

the settlement is truly the product of arm's-length bargaining and not fraud or collusion; and (5) all other factors bearing on the wisdom of the compromise.

Moore, 608 F.3d, at 263.

21. This Court recently summarized the relevant analysis for determining approval of bankruptcy compromises:

As to the first factor, this Court is not required to conduct a “mini-trial” to determine the outcome of any claims waived in the proposed settlement; rather, “[t]he judge need only apprise [her]self of the relevant facts and law so that [she] can make an informed and intelligent decision.” *In re Cajun Elec. Power Coop., Inc.*, 119 F.3d at 356 (citation omitted). The Court’s obligation is to “canvass the issues and see whether the settlement ‘falls below the lowest point in the range of reasonableness.’” *In re Drexel Burnham Lambert Grp., Inc.*, 134 B.R. 493, 497 (Bankr. S.D.N.Y. 1991 (quoting *In re W.T. Grant Co.*, 699 F.2d 599, 608 (2d Cir. 1983)). And as to the third “catch-all provision,” the Fifth Circuit instructs this Court to “consider the best interest of the creditors, with proper deference to their reasonable views.” *In re Cajun Elec. Power Coop., Inc.*, 119 F.3d at 356.

In re Royal Alice Props., LLC, 637 B.R. 465, 476-77 (Bankr. E.D. La. 2021).

22. The Trustee believes that the proposed settlement is reasonable and in the best interests of the estate. The compromise was reached among the Trustee and the competing claimants after extensive review of the facts, the District Court record in the Lawsuit, information obtained from the Debtor’s filings and from his counsel, and multiple discussions, communications, and negotiations with each of the law firms. As far as the allowance of the contingency fee is concerned, both law firms had 40% contingency fee agreements with the Debtor, and both had intervened in the District Court litigation to assert their liens on the Settlement Payment. In addition, at the time of the withdrawal by the Craft Claimants, the Craft Claimants had documented unbilled time of at least \$112,215, not even taking into account the significant amount of time spent by the Carver Claimants once they were engaged.

23. Moreover, the Craft Claimants contend that the 40% contingency fee has already

been approved as part of the terms of the mediated settlement agreement entered into by the Debtor which was enforced by the Magistrate, the District Court, and ultimately affirmed by the Fifth Circuit.

24. The Trustee believes that a compromise on these terms should be approved by the Court because the Trustee in her business judgment believes it is fair and equitable and in the best interest of the bankruptcy estate. The proposed compromise effectuates a speedy and just resolution of the allowance of the claims of the Debtor's two prepetition contingency fee attorneys and the contentious *quantum meruit* dispute between the two law firms. It places due consideration on (a) the uncertainties in litigation, including areas of fact and law affecting the claims at issue, and the probability of success by the Trustee in obtaining a more favorable outcome for the creditors of the bankruptcy estate should these disputes proceed to trial, and (b) and in particular the expense and delay associated with real potential for protracted litigation involving the resolution of these claims that would unduly delay the Trustee's conclusion of her administration of the case. In addition, the law firms collectively are presently² the two largest creditors in the bankruptcy case, and they support the compromise.

WHEREFORE, based on the foregoing, the Trustee respectfully requests the entry of an Order:

- a. recognizing that the claims set forth in the Receipt and Release are property of the estate and as such the Trustee has the sole right and exclusive authority to enter into the Release Agreement attached hereto as **Exhibit A**;
- b. authorizing the Trustee to consummate the terms of the prepetition mediated settlement of the Lawsuit on the terms and conditions set forth in the Release Agreement;

² The Debtor did list the Department of Education ("DOE") as a creditor holding an undisputed student loan claim in the amount of \$110,000 in 4.5 of his Amended Schedule E/F [ECF Doc. 24, at pg. 5], but it is not clear whether the DOE received notice of the claim deadline because the address appears to be materially incorrect.

- c. authorizing the Trustee (i) to sign the Release Agreement and the Dismissals described therein, and (ii) to sign any and all such other supplementary documents and take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of the Release Agreement;
- d. directing the Agencies to make the Settlement Payment to the estate on the terms and conditions provided for in the Release Agreement; and
- e. approving the compromise and payment of the 40% prepetition contingency fee of counsel who represented the Debtor prior to the petition date on the terms and conditions set forth in Paragraph 18 above; and
- f. granting such other and further relief as is just.

Respectfully submitted,

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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

CARL CAVALIER	*	CIVIL ACTION
	*	
VERSUS	*	DOCKET NO. 21-656
	*	
STATE OF LOUISIANA: DEPT. OF	*	JUDGE JOHN W. DEGRAVELLES
PUBLIC SAFETY & CORRECTIONS:	*	
PUBLIC SAFETY SERVICES; OFFICE	*	MAGISTRATE RICHARD L. BOURGEOIS, JR.
OF STATE POLICE	*	

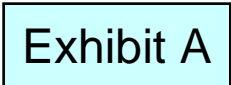
STATE OF LOUISIANA

PARISH OF _____

RECEIPT AND RELEASE AGREEMENT

WHEREAS, on September 30, 2021, Carl Cavalier (“Cavalier”) filed a lawsuit entitled “*Carl Cavalier v. State of Louisiana: Department of Public Safety and Corrections: Public Safety Services; Office of State Police*,” bearing docket number C-711842, Sec. 23, in the 19th Judicial District Court for the Parish of East Baton Rouge, Louisiana, naming the Louisiana Department of Public Safety and Corrections (Office of State Police) as the party defendant (the “Lawsuit”). Additionally, Cavalier filed a charge of discrimination bearing number 461-2021-02228 with the Equal Employment Opportunity Commission (EEOC)/Louisiana Commission on Human Rights (LCHR) (the (EEOC Claim”), as well as administrative appeals bearing numbers 21-257-S; 21-256-D; 21-261-T with the Louisiana State Police Commission (LSPC) (the “Administrative Claims”).

WHEREAS, on November 10, 2021, DPSC removed Cavalier’s 19th Judicial District Court lawsuit to the United States District Court for the Middle District of Louisiana, where it



currently bears Civil Action No. 21-656-JWD-RLB.

WHEREAS, on January 14, 2022, Cavalier amended and/or supplemented his lawsuit to add Colonel Lamar A. Davis as a party defendant to the lawsuit.

WHEREAS, on October 6, 2022, Cavalier and the Agencies (as defined below) participated in a settlement conference before the Magistrate Judge and reached a settlement resolving the Lawsuit, the EEOC Claim and the Administrative Claim and now wish to fully document and consummate that settlement pursuant to the terms hereinafter set forth.

This Receipt and Release Agreement (“Agreement”) is made and entered into by and between:

"Bankruptcy Estate": The Bankruptcy Estate of Carl Cavalier (“Bankruptcy Estate”), created in connection with the pending Chapter 7 case (“Bankruptcy Case”) entitled *In re Carl Cavalier*, Case No. 23-12028 “A,” United States Bankruptcy Court (“Bankruptcy Court”), Eastern District of Louisiana, appearing herein through its duly appointed and authorized trustee, Greta M. Brouphy (“Trustee”); and

“The Agencies”: (1) The Louisiana Department of Public Safety and Corrections (“DPSC”);
(2) Louisiana State Police (“LSP”); and
(3) Colonel Lamar A. Davis (“Col. Davis”)

The Bankruptcy Estate and The Agencies are hereinafter sometimes referred to individually as “Party” and collectively as “Parties.”

NOW, HEREAFTER, KNOW ALL MEN BY THESE PRESENTS:

1. CLAIMS RELEASED

In consideration of the payment set forth below, the Bankruptcy Estate hereby completely releases and dismisses with prejudice, the Agencies from any and all claims, under state or federal law, of any nature whatsoever, whether now known or later discovered, set forth in the Lawsuit, the EEOC Claim, the Administrative Claim and/or or arising from or related to Cavalier’s

employment with and departure from employment with the Agencies.

This release includes the Agencies, as well as its/their past, present and future officers, executives, attorneys, employees, insurers, underwriters, and reinsurer(s) (hereafter collectively referred to as “the Released Parties”).

2. SETTLEMENT AMOUNT and PAYMENT

In consideration of the release and/or discharge set forth above, the Agencies agree to pay to the Bankruptcy Estate the sum outlined below:

A one-time, up-front, cash payment in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) upon approval through full execution of this Receipt and Release Agreement.

3. PETITIONER’S EMPLOYMENT/DISCIPLINARY ACTION

The Order authorizing the Trustee to consummate the Settlement (“Compromise Order”) will recognize that Cavalier is no longer employed by LSP and the effective date of his resignation from LSP is January 31, 2022.

Cavalier’s departure from LSP will be coded only as a “resignation.”

The Compromise Order will also provide that Cavalier recognizes and acknowledges that he is not eligible for rehire by LSP or DPSC and he will never seek reemployment with LSP or DPSC.

LSP recognizes and acknowledges that Cavalier’s forced annual leave was not a disciplinary action or the result of any discipline imposed on Cavalier.

The Compromise Order will also provide that Cavalier’s prior 200 hour suspension is hereby nullified, but Cavalier recognizes and acknowledges he is not entitled to recompense therefor.

4. DISMISSAL OF PENDING CLAIMS

In further consideration of the payment specified in this Receipt and Release Agreement, the Trustee hereby agrees, and directs his attorney to execute the necessary documents to dismiss with prejudice, each Party to bear its/their own costs and attorney's fees, the Lawsuit, the EEOC Claim and the Administrative Claims.

5. WARRANTIES

The Trustee represents and warrants that she has not made, and will not in the future make, any assignment or transfer to any person or entity, any claims against the Agencies that have been released by this Receipt and Release Agreement. The Trustee also represents that she has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action released in this Receipt and Release Agreement. The Trustee further warrants that all attorney's fees, costs, and expenses due Cavalier's attorney(s) Jill Craft, Jim Carver, and Clifton J. Ivey, and their respective law firms, are to be paid out of the settlement funds as set out above and received by them and that the Released Parties are in no way responsible for the payment of those attorney's fees, costs and/or expenses.

6. EXECUTION OF SUPPLEMENTARY DOCUMENTS

All Parties agree to cooperate fully and to execute any and all such other supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Receipt and Release Agreement.

7. NO ADMISSION OF LIABILITY

The Trustee and the Agencies understand and agree that the execution of this Receipt and Release Agreement is not and shall in no way be construed as an admission and/or determination of liability and/or responsibility by either Party.

8. ACCEPTANCE BY THE AGENCIES

Also appearing herein are the Agencies, through their duly authorized agent and/or attorneys-in-fact, Jennie P. Pellegrin and Ben L. Mayeaux, and the said agents and/or attorneys-in-fact after being duly sworn, deposed and said that in consideration of the terms and conditions and payments set forth above, they do hereby accept this release and settlement agreement on behalf of the Agencies.

9. GOVERNING LAW

This Receipt and Release Agreement, if approved by the Bankruptcy Court, shall be construed and interpreted in accordance with the laws of the State of Louisiana (except as modified or superseded by the United States Bankruptcy Code), excluding any conflict or choice of law rules or principles that otherwise might refer construction or interpretation of this Agreement or any part thereof to the substantive law of another jurisdiction. The Parties further agree that the exclusive forum for any disputes arising out of or related to this Agreement (if approved by the Bankruptcy Court), including, without limitation, the enforcement thereof, shall be the United States Bankruptcy Court for the Eastern District of Louisiana.

10. AUTHORIZATION

Each undersigned individual, by his or her signature below, warrants and represents that he or she is fully authorized by the Party on whose behalf such individual signs this Agreement, to execute and enter into this Agreement on behalf of such Party, and that all necessary corporate and/or legal requirements have been followed to authorize the execution of this Agreement by each undersigned individual on behalf of such Party; provided, however, that the Trustee's authorization is contingent upon entry of the Compromise Order.

11. COMPETENCE

Each of the Parties warrants and represents that it is the sole and exclusive owner of the claims released hereunder and that he is legally competent to execute and deliver this Agreement and to perform the respective obligations contemplated herein upon entry of the Compromise Order.

Each of the Parties further represents that this Agreement has been reviewed and that the Parties: (i) understand fully the terms of this Agreement and the consequences of the execution of this Agreement; (ii) have been afforded an opportunity to have this Agreement reviewed by legal counsel and to discuss all terms of this Agreement with legal counsel; and (iii) have entered into this Agreement of his or its own free will and accord. The Parties further represent that this Agreement is made and furnished in good faith, for good and valuable consideration, and has not been made under or induced by any duress or undue influence exercised by any person or entity.

12. ENTIRE AGREEMENT.

This Agreement constitutes the entire and complete understanding and agreement of the Parties, and supersedes prior understandings and agreements, if any, among the Parties with respect to the subject matter hereof.

13. RULES OF CONSTRUCTION.

The provisions of this Agreement are to be construed according to the following rules and procedures:

- a. This Agreement shall be construed without regard to the Party or Parties responsible for its preparation, and it shall be deemed to have been prepared jointly by all Parties for the purpose of any statute, jurisprudential rule, or rule of contractual interpretation or construction that might cause any provision to be construed against the drafter. Any ambiguity or uncertainty existing herein shall not be interpreted or construed against any Party hereto based on any Party's preparation of the Agreement.
- b. Unless expressly provided to the contrary, all terms defined anywhere in this Agreement shall have the same meaning throughout.

- c. When the language of this Agreement is clear and free from ambiguity, its letter is not to be disregarded under the pretext of pursuing its spirit.
- d. Headings and titles are used for purposes of convenient reference, and do not constitute parts of this Agreement.
- e. Words importing the masculine gender as used in this Agreement shall, where appropriate, also import the feminine and neuter genders, and vice versa.

13. SUCCESSORS AND ASSIGNS.

Each provision of this Agreement, whether or not it expressly so provides, shall bind and inure to the benefit of the respective successors, assigns, estates, heirs, executors, administrators and insurers of the Parties.

14. MULTIPLE COUNTERPARTS.

The Parties may execute this Agreement in multiple counterparts, but it shall only be effective when each Party shall have signed. If so executed, it shall be valid and binding as if all Parties executed the same original. An electronically circulated Agreement and signature page shall be sufficient to bind the Parties to the Agreement. The Parties expressly agree that faxed signatures, scanned signatures and/or signatures on PDF (Portable Document Format) shall be deemed originals for purposes of executing this Agreement.

15. EFFECTIVE DATE.

The Effective Date of this Agreement shall be the date of the entry of the Bankruptcy Court's Compromise Order authorizing the Trustee to enter into this Agreement.

16. AMENDMENTS.

This Agreement may not be changed, modified, amended or contradicted except in a writing signed by all Parties hereto.

17. EFFECT OF FAILURE OF COURT APPROVAL.

It is understood and agreed by the Parties that, notwithstanding anything to the contrary stated

herein, the obligations of the Parties under this Agreement are contingent upon entry of the Compromise Order. Should the Bankruptcy Court fail to enter the Compromise Order or should the Compromise Order not become a final and definitive order subject to no further review or appeal, (i) this Agreement shall be null and void and of no further effect, (ii) the rights and liabilities of the Parties to or in favor of one another prior to the Effective Date hereof shall remain unaffected, and (iv) the effect of this Agreement shall be void, *ab initio*.

THUS DONE AND SIGNED before the undersigned competent witnesses and Notary(ies) Public in the place(s) and on the date(s) set forth below and after due and complete reading of the whole.

SWORN TO AND SUBSCRIBED BEFORE ME, Notary Public, this ____ day of _____, 2024 in _____, Louisiana.

WITNESSES:

BANKRUPTCY ESTATE OF CARL CAVALIER

Printed Name _____

GRETA M. BROUPHY, Chapter 7 Trustee
Case No. No. 23-12028 "A"

Printed Name _____

NOTARY PUBLIC

Printed Name of Notary Public _____
Notary Public Identification Number _____
My commission expires _____

SWORN TO AND SUBSCRIBED BEFORE ME, Notary Public, this ____ day of _____, 2024 in Lafayette, Louisiana.

APPROVED AS TO FORM:

JEFF LANDRY
Attorney General

WITNESSES:

Printed Name _____

Printed Name _____

JENNIE P. PELLEGRIN

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*Special Assistants Attorneys General and
Counsel for the Louisiana Department of
Public Safety & Corrections (Office of State
Police) and Colonel Lamar Davis*

NOTARY PUBLIC

Printed Name of Notary Public _____
Notary Public Identification Number _____
My commission expires _____