

## SETTLEMENT AND RELEASE AGREEMENT

The undersigned parties to this Settlement and Release Agreement (the "Agreement") agree to the terms and conditions set forth herein:

### 1. Parties

1.1. The following are the parties to this Agreement:

- (a) Petitioners *The Lens* and Nick Chrastil
- (b) Defendant Robert P. Hodges, in his official capacity as deputy secretary and custodian of records for the Louisiana Department of Public Safety

1.2. In executing and consenting to this Agreement, the parties named above (the "Parties") shall include and hereby bind their assigns, successors in business and interest, officers, managers, directors, employees, agents, attorneys, accountants, representatives, and any party or person claiming through them.

### 2. Recitals

2.1. Petitioners filed a lawsuit seeking a writ of mandamus, declaratory judgment, and other relief related to records sought from Defendant pursuant to the Louisiana Public Records Act in Case No. 747460, *The Lens & Nick Chrastil v. Robert P. Hodges*, in the 19th Judicial District Court for the Parish of East Baton Rouge (the "Lawsuit").

2.2. On May 30, 2024, the Court granted judgment in favor of Petitioners and awarded reasonable attorneys' fees and costs.

2.3. A hearing for the award of attorneys' fees and costs was set for December 9, 2024.

2.4. The Parties wish to settle and compromise totally and finally all claims (actual or potential, known or unknown) among them. The Parties intend that this Agreement shall be construed to the fullest extent to achieve that objective.

2.4. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

2.5. The Parties intend that this Agreement and the promises contained therein are not, and shall not be construed as, an admission of fault, liability, or wrongdoing by any Party.



**3. Attorneys' Fees and Costs**

3.1. In consideration for Petitioners signing this Agreement, Defendant agrees to pay attorneys' fees and costs in the total amount of \$12,500, full and final with both Parties dismissing any and all claims in the Lawsuit, including any appeal rights related thereto.

**4. Miscellaneous Provisions**

4.1. **Consultation with Counsel.** The Parties hereby declare that the terms of this Agreement have been completely read and discussed with their respective counsel, and that the terms set forth herein are fully understood and voluntarily accepted for the purpose of making a full and final compromise, settlement, and release of any and all claims that have arisen between the Parties.

4.2 **Scope of Agreement.** This Agreement is intended by the Parties to be a final, complete, and exclusive statement of their agreement and understanding with respect to the subject matters contained herein. This Agreement supersedes any and all prior promises, representations, warranties, agreements, understandings, duties, and undertakings between or among the Parties with respect to such subject matters, and there are no promises, representations, warranties, agreements, understandings, duties, or undertakings with respect to such subject matters other than what is set forth in this Agreement.

4.3 **Severability.** If any provisions of this Agreement, or the application thereof, shall for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, and application of such provisions to other circumstances, shall remain in full force and effect and be interpreted so as best to reasonably effect the intent of the Parties.

4.4 **Governing Law.** This Agreement shall be governed by the laws of the State of Louisiana.

4.5 **Effective Date.** This Agreement shall become effective on the date when it has been signed by all of the Parties below.

4.6 **Counterparts.** The Parties agree that scanned and photocopied signatures shall have the same force and effect as original signatures. This Agreement may be executed in counterparts, and all counterparts so executed shall constitute one agreement that shall be binding on the Parties.

4.7 **Authority.** By their signatures below, the Parties represent that they have complete authority to enter into this Agreement and to bind themselves to the terms set forth herein.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the dates below.

Jason Hunt

Date: 12/6/24



**Date:** 12/06/24

**19TH JUDICIAL DISTRICT COURT FOR PARISH OF EAST BATON ROUGE**

**STATE OF LOUISIANA**

**NO. 747460**

**DIVISION “K”**

***THE LENS & NICK CHRASTIL***

**versus**

**ROBERT P. HODGES IN HIS OFFICIAL CAPACITY AS DEPUTY SECRETARY AND  
CUSTODIAN OF RECORDS FOR THE LOUISIANA DEPARTMENT OF PUBLIC  
SAFETY**

**FILED: \_\_\_\_\_**

\_\_\_\_\_  
**DEPUTY CLERK**

**JOINT MOTION TO DISMISS**

**NOW INTO COURT**, come Petitioner and Defendant through undersigned counsel, who respectfully represent:

1.

A hearing on Petitioner’s award of attorneys’ fees and costs in the above captioned matter has been fixed for December 9, 2024.

2.

The Parties have reached an agreement and now jointly move to dismiss this case with prejudice. A copy of the Agreement is attached hereto as Exhibit 1.

WHEREFORE, Parties ask this Honorable Court to dismiss the above-captioned matter with prejudice.

Respectfully submitted,

/s/ Melia Cerrato

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*/s/ Kelsey Lockett*

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*Counsel for Defendant*

19TH JUDICIAL DISTRICT COURT FOR PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO. 747460

DIVISION “K”

*THE LENS* & NICK CHRASTIL

versus

ROBERT P. HODGES IN HIS OFFICIAL CAPACITY AS DEPUTY SECRETARY AND  
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SAFETY

FILED: \_\_\_\_\_

\_\_\_\_\_  
DEPUTY CLERK

**ORDER**

Considering the *Joint Motion to Dismiss* filed on behalf of the Parties:

**IT IS HEREBY ORDERED** that the motion is GRANTED. Therefore, all claims asserted by Plaintiff against Defendant, including all appeal rights thereto, are hereby dismissed, with prejudice.

East Baton Rouge, Louisiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Honorable Judge Michael McDonald