

Attachment A

Settlement Agreement (Redacted)

Original filed under seal

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

P.A., on behalf of minor child, **A.A.**;
et al.

Plaintiffs,

v.

DORIS VOITIER, et al.

Defendants.

* CIVIL ACTION NO.: 2:23-cv-2228
*

* JUDGE BRANDON S. LONG
*

* MAGISTRATE JUDGE JANIS VAN
* MEERVELD
*

* SECTION O

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter referred to as the “Agreement”) is made and entered into, by and between the ST. BERNARD PARISH SCHOOL BOARD (“SBPSB”) and DORIS VOITIER¹ (“DISTRICT” or “DEFENDANTS”) and A.A. by and through his guardian P.A., B.B., C.C., D.D. by and through his guardian P.D., and E.E. by and through her guardian P.E. (“PLAINTIFFS”) (hereinafter collectively referred to as “Parties”).

I.

DEFINITIONS

For the purposes of this Agreement,

(a) “Action” means the instant case in the United States District Court, Eastern District of Louisiana, Case No. 2:23-cv-02228 entitled P.A., on behalf of minor child, A.A.; B.B.;² C.C.;³ P.D., on behalf of minor child, D.D.; P.E., on behalf of minor child, E.E. v. DORIS VOITIER in her official capacity, as Superintendent of St. Bernard Parish Public Schools; and ST. BERNARD PARISH SCHOOL BOARD.

¹ The Superintendent is entering this agreement in her official capacity as Superintendent of St. Bernard Parish Public Schools, not her personal capacity. Accordingly, no personal liability shall attach to the Superintendent Voitier concerning this agreement, or any actions taken or not taken by her or any other party to this litigation.

² Originally this Action was brought by P.B., on behalf of minor child, B.B. However, Plaintiffs’ counsel has moved with Defendants’ consent to substitute B.B. for P.B. Rec. Doc. 93.

³ Originally this Action was brought by P.C., on behalf of minor child, C.C. However, C.C. was substituted for P.C.. Rec. Doc. 82.

(b) “Agreement” means this Settlement Agreement, including all addenda and attachments, by and between the ST. BERNARD PARISH SCHOOL BOARD (“SBPSB”) and DORIS VOITIER in her official capacity, as Superintendent of St. Bernard Parish Public Schools (collectively “DISTRICT” or “DEFENDANTS”) and A.A. by and through his guardian P.A., B.B., C.C., D.D. by and through his guardian P.D., and E.E. by and through her guardian P.E. (collectively, “PLAINTIFFS”) (hereinafter collectively referred to as “Parties”).

(c) “Alternative Setting” means any and all alternative schools, alternative school programs, and/or alternative school sites under Louisiana Law, including but not limited to the alternative school program at C.F. Rowley Alternative, regardless of whether such programs exist within a traditional, non-alternative school, are virtual, or are contained within a separate school building.

(d) “Child with a Disability” means any student identified with a disability under 29 U.S.C. § 705(9) and (20) and 42 U.S.C. § 12102. This includes students identified as requiring Section 504 Plans, Individualized Accommodations Plans, and Individualized Education Plans.

(e) “Disciplinary Referral” means any enforcement of the St. Bernard Parish School System Code of Conduct, subject to the constraints of La. Rev. Stat. § 17:416, the Louisiana Constitution, and the United States Constitution.

(f) “District” or “Defendants” means, collectively, the St. Bernard Parish School Board, the St. Bernard Parish Public Schools, the St. Bernard Parish Schools, the St. Bernard Parish Public School System, the St. Bernard Parish School District, or any and all of the above.

(g) “Due Process” means the procedures required for Suspensions and Expulsions under Louisiana Revised Statute § 17:416 on August 1, 2024.

(h) “Effective Date” means the date an order of the federal district court in which this Action is pending is signed dismissing the Action and retaining jurisdiction for the purposes of interpreting and enforcing the Agreement.⁴

(i) “Expulsion” or “expel” refers to removal from all regular school settings due to a Disciplinary Referral for a period of not less than one school semester and placement in an alternative school or in an alternative school placement, as defined by Louisiana Revised Statute § 17:416 on August 1, 2024.

(j) “MDR” means Manifestation Determination Review as used or defined under the Individuals with Disabilities Education Act (“IDEA”), § 34 C.F.R. 300.530, as well as implementing federal and state regulations and guidance, including Louisiana Bulletins 1508, 1530 and 1706.

(k) “Policies” means St. Bernard Parish School Board Policies as modified by this Agreement.

⁴ It is the intention of the Parties to seek retention of federal court jurisdiction from and by Magistrate Judge Janis van Meerveld of Section 1 of the U.S. District Court for the Eastern District of Louisiana for purposes of interpreting and enforcing the Agreement.

(l) “Suspension” or “suspend” means an out-of-school suspension as defined by Louisiana Revised Statute § 17:416 on August 1, 2024.

II.

GENERAL RECITALS

This Agreement is made for the following purposes and with reference to the following facts:

2.1 ACTION

There is now pending in the United States District Court, Eastern District of Louisiana, Case No. 2:23-cv-02228 entitled P.A., on behalf of minor child, A.A.; B.B.; C.C.; P.D., on behalf of minor child, D.D.; P.E., on behalf of minor child, E.E. v. DORIS VOITIER in her official capacity, as Superintendent of St. Bernard Parish Public Schools; and ST. BERNARD PARISH SCHOOL BOARD (hereinafter referred to as the “Action”).

2.2 PURPOSE

(a) The purpose of this Agreement is to effectuate a full and complete settlement of the Action.

(b) By and through this Agreement, the Parties hereby settle and compromise all disputes and controversies, claims and causes of action that were raised, or could have been raised, by the Parties in the Action including the Individuals with Disabilities Education Act, Title II of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Louisiana Constitution, Article 1, § 3, the Fourteenth Amendment to the United States Constitution, Louisiana Revised Statute § 17:416, and the Louisiana Human Rights Act up to the date of execution of this Agreement. This Agreement shall not in any way be construed as an admission by any party that it has acted wrongfully with respect to the other party or any other related person or entity, or that any party has any rights whatsoever against any other party.

(c) The Parties agree that, upon execution of the Agreement, the Action shall be dismissed with prejudice, subject to an order of the District Court retaining jurisdiction for the purpose of interpretation and enforcement of the Agreement.⁵ The Effective Date of the Agreement shall be the date an order of the District Court dismissing the Action with prejudice and retaining jurisdiction for the purposes of enforcing the Agreement is signed. As further consideration for this Agreement, it is the express and understood intent, purpose, desire, and agreement of the Parties that the Plaintiffs and Defendants shall, and hereby do, release and forever discharge each other, as well as their respective agents, officers, employees, attorneys, and representatives, of and from any and all claims, demands, actions or causes of action of every kind and character, known

⁵ It is the intention of the Parties to seek retention of federal court jurisdiction from and by Magistrate Judge Janis van Meerveld of Section I of the U.S. District Court for the Eastern District of Louisiana for purposes of interpreting and enforcing the Agreement.

or unknown, which they may now have in connection with, relating to, or arising out of any and all existing disputes between the Parties through the date of execution of this Agreement.

III.

OBLIGATIONS

3.1 SCHOOL BOARD POLICY CHANGES & TIMELINE FOR ACTIVITIES

(a) Defendants agree that it shall be the official policy and practice of the St. Bernard Parish Schools that any student referred to an Alternative Setting due to a Disciplinary Referral for a semester or more shall have a right to Due Process procedures required for Expulsions. Defendants further agree it shall be the official policy and practice of the St. Bernard Parish Schools that they, their employees, agents, or assigns shall not request or require a waiver of due process hearings or appeals associated with any placement at an Alternative Setting due to a Disciplinary Referral, regardless of the length of placement. The August 2024 JDD Policy regarding Suspensions to Rowley for less than a semester shall remain in place.

(b) Defendants agree it shall be the official policy and practice of the St. Bernard Parish Schools that any student referred to an Alternative Setting due to a Disciplinary Referral will be provided with a definitive exit date and will exit the Alternative Setting no later than that date unless the student is suspended, referred to an Alternative Setting for extended time, or expelled while attending the Alternative Setting. Pursuant to state and federal law, should a student face a Suspension, a referral to an Alternative Setting for additional time, or Expulsion while in an Alternative Setting that may result in extended time at the Alternative Setting, that student is entitled to the receive notice and a hearing consistent with SBPSB Policies.

(c) Defendants agree it shall be the official policy and practice of the St. Bernard Parish Schools that Defendants shall, in compliance with La. R.S. § 17:416, ensure that before a student is placed in an Alternative Setting due to conviction of a felony or incarceration in a juvenile institution for an act which would be considered a felony had it been committed by an adult, the student is afforded Due Process. Defendants further agree that, except as provided by § 17:416(D)(1)-(2), the Superintendent or his/her designee does not have discretion to place students “who are arrested or charged with felony” pending the outcome of criminal proceedings in an Alternative Setting without complying with the Due Process requirements of L.A. Rev. Stat. § 17:416(D)(1)-(2). Nothing in this section, or Agreement, shall be construed by Plaintiffs as a prohibition on the St. Bernard Parish School Board, the Superintendent, or administrators of the St. Bernard Parish Schools from taking necessary action to address student conduct, subject to the constraints of applicable Louisiana law, federal law, the U.S. Constitution, and the Louisiana Constitution

(d) Defendants agree that it shall be the official policy and practice of the St. Bernard Parish

Schools that each eligible student shall receive a Manifestation Determination Review (“MDR”) meeting as required by § 34 C.F.R. 300.530 as of August 1, 2024. Defendants also agree to provide MDR meetings to eligible students under Section 504 of the Rehabilitation Act of 1973 to the extent required by law and applicable regulations as of August 1, 2024. Any Plaintiff alleging Defendants’ violation of this part may seek enforcement through the mechanisms provided for in Section 3.4 of this Agreement for alleged violations of this part that occur after the Effective Date of this Agreement. This Agreement shall not be construed to provide additional enforcement rights beyond those provided in law to any non-parties.

(e) Within sixty (60) days of the Effective Date of this Agreement, or before the 2025-2026 school year, whichever comes first, Defendants shall amend their Policies JDD, JDE, and any other Policies regarding Suspensions, Expulsions, or disciplinary placement in an Alternative Setting to conform with Sections 3.1(a)-(d) above.

1. Defendants shall provide Plaintiffs with the proposed amendments to any Policies, handbooks, other publications or public-facing documents, such as parental notifications, intended to achieve conformity with this part at least thirty (30) calendar days before its adoption, including any required vote by the School Board, for review and comment. The provisions in this subsection shall only apply to documents that pertain to Disciplinary Referrals. If Defendants disagree with Plaintiffs’ edits, the Parties will confer on the language upon which the Parties disagree. The Parties will work together in good faith to resolve any disagreement. In the event a disagreement cannot be resolved within the thirty (30) calendar day timeframe, Plaintiffs shall have all rights to pursue enforcement procedures in Section 3.4 to ensure Defendants’ Policies, handbooks, and other publications or public-facing documents, such as parental notifications, comply with Sections 3.1(a)-(d) of this Agreement.
2. Within five (5) calendar days of School Board approval of amendments to these Policies, Defendants shall supply Plaintiffs with an updated copy of the Policy.
3. Within thirty (30) calendar days of School Board approval of amendments to these Policies, or before the start of the 2025-2026 school year, whichever is sooner, Defendants shall publish the amended Policies publicly on their website, subject to any unresolved disagreements of the Plaintiffs that they raise pursuant to the enforcement procedures in Section 3.4.

Defendants shall not modify Policies or other documents, or adopt practices in contravention of this Agreement while it is in effect. If Policies JDD or JDE are modified, or if any proposal is made to the School Board to modify these or any other Policies affecting student discipline in a way that violates a term of this Agreement regarding Suspensions, Expulsions, or placement in an Alternative Setting due to Disciplinary Referrals, Defendants shall notify Plaintiffs within five calendar days of such modifications until June 30, 2026.

Defendants further certify that, within a reasonable time after obtaining approval to enter this Agreement as required by Section 9 below, Defendants began in good faith to draft the above amendments to Policies, handbooks, and other publications or public-facing documents, such as parental notifications, in compliance with the substantive provisions and procedures specified in Sections 3.1(a)-(e) herein. Defendants further certify that such efforts were undertaken, to the extent reasonably allowable, between the time approval was obtained and the Effective Date of this Agreement.

(f) Within ninety (90) days of the Effective Date of this Agreement, or before the 2025-2026 school year, whichever comes first, Defendants shall amend policies, handbooks, and other publications or public-facing documents, such as parental notifications, related to student placement in Alternative Settings due to Disciplinary Referrals to be consistent with the language outlined in Section 3.1 (a)-(e) above. This obligation is subject to any unresolved disagreements of the Plaintiffs that Plaintiffs raise pursuant to the enforcement procedures in Section 3.4. Such amendments shall include, but not be limited to, the following added provisions:

1. Students who are referred to an Alternative Setting due to a Disciplinary Referral for a semester or more shall have a right to Due Process required for Expulsions in Louisiana Revised Statute § 17:416.
2. School staff will not request or require a waiver of due process hearings or appeals associated with any placement at an Alternative Setting due to a Disciplinary Referral, regardless of the length of placement.
3. Any student who is referred to an Alternative Setting due to a Disciplinary Referral will be provided with a definitive exit date and will exit the Alternative Setting no later than that date unless the student is suspended or expelled while attending the Alternative Setting. For any Suspensions or Expulsions that lead to new or extended time at the Alternative Setting, students are entitled to notice and a hearing consistent with SBPSB Policies.
4. Students convicted of a felony or incarcerated in a juvenile institution for an act which had it been committed by an adult would constitute a felony must be afforded Due Process, which are the procedures provided within consistent with Louisiana Revised Statute § 17:416(D)(1)-(2) as of August 1, 2024, before placement in an Alternative Setting.
5. The District will provide eligible students a Manifestation Determination Review in accordance with the Individuals with Disabilities Education Act at § 34 C.F.R. 300.530 as of August 1, 2024. The District will provide students covered only under Section 504 with Manifestation Determination Reviews as required by applicable federal regulations as of August 1, 2024.⁶

⁶ Any alleged violation of this section shall be enforceable through Section 3.4 of this Agreement as to Plaintiffs only. There will be no requirement that the Defendants' include Plaintiffs' enforcement authority in any policy handbooks,

The District further will remove any provisions inconsistent with Sections 3.1 (a)-(e) above from any policies, handbooks, and other publications or public-facing documents, such as parental notifications, including provisions allowing the Superintendent or his/her designee discretion to place students in Alternative Settings when a student has been arrested or charged with felony violations of criminal law, except as permitted by Louisiana Revised Statute § 17:416 (D) and as otherwise permitted under state and federal law.

All proposed amendments to policies, handbooks, and other publications or public-facing documents, such as parental notifications, will be provided to Plaintiffs for review and comment thirty (30) calendar days before publication. If Defendants disagree with Plaintiffs' edits or feedback, the Parties will confer to discuss the language upon which the Parties disagree. The Parties will work together in good faith to resolve any disagreement. In the event a disagreement cannot be resolved within the thirty (30) calendar day timeframe, Plaintiffs shall have all rights to pursue enforcement procedures contemplated in Section 3.4 of this Agreement to ensure compliance of policies, handbooks, and other publications or public-facing documents, such as parental notifications, with Sections 3.1 (a)-(f) of this Agreement. Defendants further agree that the amended policies, handbooks, and other publications or public-facing documents, such as parental notifications, will be made publicly available to parents no later than the start of the 2025-2026 school year. This obligation is subject to any unresolved disagreements of the Plaintiffs that Plaintiffs raise pursuant to the enforcement procedures in Section 3.4.

(g) Defendants agree to comply with the mandatory reporting requirements of the U.S. Department of Education Civil Rights Data Collection Program ("CRDC"). For the purposes of this Agreement, compliance with CRDC requirements shall be reporting placements at an Alternative Setting of a semester or more due to a Disciplinary Referral as expulsions. The Parties agree that Defendants will submit the most recent reported CRDC expulsion data to Plaintiffs within ten (10) days of the execution of this Agreement; and reported expulsion data of one subsequent CRDC submission within ten (10) days of submission to the U.S. Department of Education.

(h) Defendants will provide training to principals and administrators who administer student discipline in the area of restorative and trauma-informed approaches by July 31, 2025.

3.2 PLAINTIFFS' AWARD AND ATTORNEY'S FEES

Any amount the Defendants pay to the Plaintiffs or Plaintiffs' counsel shall be provided for in the Addendum to this Agreement, entitled Confidential Settlement Agreement Addendum, which is attached hereto and incorporated herein (the "Addendum"), to be filed under seal. No Plaintiff or

and other publications or public-facing documents. This Agreement shall not be construed to provide additional enforcement rights beyond those provided in law to non-parties.

Plaintiffs' counsel will be entitled to any other payment for monetary damages as compensation for the claims that were alleged or could have been alleged in the Action.

3.3 DISMISSAL AND ENFORCEMENT

Within ten (10) days of execution of the Agreement, the Parties agree to file a joint request for an order of dismissal with prejudice with the Court, with dismissal contingent upon the Court's retention of jurisdiction to interpret and enforce the Agreement.⁷

3.4 DISPUTE RESOLUTION AND DEFAULT – NOTICE AND OPPORTUNITY TO CORRECT

- (a) This Agreement shall be enforceable by any Plaintiff or Defendant;
- (b) All disputes concerning the interpretation, implementation, and compliance with this Agreement shall be resolved as follows:
 - i. Notification in writing. Should any party with enforcement authority determine any Defendant or Plaintiff to be non-compliant with this Agreement, the party shall provide written notice of the alleged default to Plaintiff or Defendant prior to seeking judicial enforcement.
 - ii. Enforcement. If Defendant or Plaintiff fails to provide notice of its correction of the non-compliance (or otherwise respond to the allegations) within fourteen (14) calendar days of receipt of the notice, the party may seek enforcement of the Agreement by motion to the relevant federal court as provided for in Sections 2.2, 3.3, and 3.4 of this Agreement.
 - iii. Fees. Any party that seeks enforcement of the Agreement will have the right to seek compensation for any fees or costs associated with enforcement.

IV.

TERM

The Term of this Agreement shall begin on the day the Parties execute this Agreement and all requirements under this Agreement shall expire no later than June 30, 2026. Notwithstanding the foregoing, Section 3.1(g) shall remain in effect until the second required submission of CRDC expulsion data to Plaintiffs through counsel.

⁷ It is the intention of the Parties that Magistrate Judge Janis van Meerveld of Section 1 of the U.S. District Court for the Eastern District of Louisiana, or her successor if any, will exercise federal court jurisdiction over this matter for purposes of enforcing the Agreement.

V.

NO ADMISSION OF LIABILITY

Parties agree that entering into this Agreement is in no way an admission of liability or wrongdoing by any party and no party shall be deemed a prevailing party, or have prevailing party status, in this matter on any claim or basis.

VI.

RULES OF CONSTRUCTION

Each party, through its legal counsel, has participated in the drafting of this Agreement, and any rule of construction to the effect that all vagaries and ambiguities are construed against the party drafting the agreement shall not apply to the interpretation or construction of this Agreement.

VII.

SEVERABILITY

If any provision of this Agreement shall be held or made invalid by court decision, statute, or rule, or shall otherwise be rendered invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

VIII.

COMPLETE AGREEMENT

This Agreement, including all addenda and attachments, shall constitute the entire integrated Agreement of the Parties. No prior or contemporaneous communications, oral or written, will be relevant or admissible for purposes of determining the meaning of any provisions herein, in this litigation or in any other proceeding.

IX.

CURRENT AUTHORITY AND FUTURE ASSIGNS

The signatories to this Agreement hereby represent and aver that each has legal authority to bind the represented Party to resolution of the Action under the terms described in this Agreement. This Agreement shall be applicable to, and binding upon, all Parties, their officers, agents, employees, assigns, and their successors in office. This Agreement, including all waivers of claims and rights, shall be binding as to A.A., B.B., D.D., and E.E. upon reaching the age of majority, and Plaintiffs hereby certify that they have executed all required filings in any court and obtained all required orders to comply with this provision. The Plaintiffs further agree to provide

counsel for Defendants copies of all court orders that are required to ensure that this Agreement is binding upon any Plaintiff who is a minor at the time his or her parent or guardian executes this Agreement. Defendants hereby certify that they have presented this Agreement to the St. Bernard Parish School Board in compliance with any required procedures and have properly obtained all required consent to bind the St. Bernard Parish School Board as well as its officers, agents, employees, assigns, and successors in office.

X.

EXECUTION

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, and all such counterparts together shall constitute one and the same agreement. This Agreement may be executed by facsimile or by original. A facsimile transmission of a signed original shall have the same effect as delivery of a signed original.

XI.

CONTACT

For purposes of this Agreement, Plaintiffs shall be contacted through their attorneys at the Southern Poverty Law Center, through Attorney Ashley Dalton (ashley.dalton@splcenter.org), Lauren Winkler (lauren.winkler@splcenter.org), Sophia Mire Hill (sophia.mire@splcenter.org), Carli Raben (carli.raben@splcenter.org), and Susan Meyers (susan.meyers@splcenter.org) at 201 St. Charles Ave., Suite 2000, New Orleans, LA 70170, and Defendants through their attorneys Wayne Stewart (wstewart@hamsil.com), Timothy Riveria (triveria@hamsil.com), Parris Taylor (ptaylor@hamsil.com), and Carlar Alexander (calexander@hamsil.com), at 2431 South Acadian Thruway, Suite 600, Baton Rouge, LA 70808. Any changes to the information listed here shall be promptly provided in writing to the opposing party.

XII.

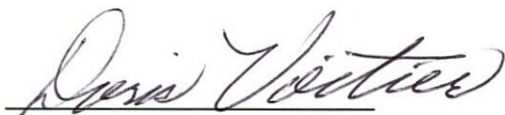
CONFIDENTIALITY

The Parties agree that any provisions concerning monetary payments shall be completed in a separate Addendum to be filed under seal and any amounts shall be held confidential and not disclosed to a non-party, except to the extent required to finalize or comply with the terms of this Agreement; to provide information to extent required to immediate family members, court officials, child welfare officers, federal and state benefit providers, probation officers, and/or other service providers who may be entitled to receive compensation from the award paid; or to comply with any applicable court order.

FOR THE PLAINTIFFS:

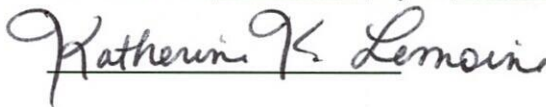
Please see attached Attachments A-E, executed separately for confidentiality.

FOR THE DEFENDANTS:



Doris Voitier, Superintendent
St. Bernard Parish Public Schools
200 E. St. Bernard Hwy
Chalmette, LA 70043

DATED this 18th day of February, 2025.



Katherine Lemoine
St. Bernard Parish School Board
200 E. St. Bernard Hwy
Chalmette, LA 70043

DATED this 18th day of February, 2025.

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

P.A., on behalf of minor child, A.A.;
et al.

Plaintiffs,

v.

DORIS VOITIER, et al.

Defendants.

* CIVIL ACTION NO.: 2:23-cv-2228

*

* JUDGE BRANDON S. LONG

*

* MAGISTRATE JUDGE JANIS VAN
* MEERVELD

*

* SECTION O

ATTACHMENT A TO SETTLEMENT AGREEMENT

I hereby consent and agree to be bound by the terms of this Agreement and hereby make A.A. bound by this Agreement.

[Redacted Signature]

[Redacted], P.A., and on behalf of minor child, [Redacted], A.A.

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

P.A., on behalf of minor child, A.A.;
et al.

Plaintiffs,

v.

DORIS VOITIER, et al.

Defendants.

* CIVIL ACTION NO.: 2:23-cv-2228

*

* JUDGE BRANDON S. LONG

*

* MAGISTRATE JUDGE JANIS VAN

* MEERVELD

*

* SECTION O

ATTACHMENT B TO SETTLEMENT AGREEMENT

I hereby consent and agree to be bound by the terms of this Agreement.

[REDACTED]

[REDACTED], B.B.

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

P.A., on behalf of minor child, A.A.;
et al.

Plaintiffs,

v.

DORIS VOITIER, et al.

Defendants.

* CIVIL ACTION NO.: 2:23-cv-2228

*

* JUDGE BRANDON S. LONG

*

* MAGISTRATE JUDGE JANIS VAN

* MEERVELD

*

* SECTION O

ATTACHMENT C TO SETTLEMENT AGREEMENT

I hereby consent and agree to be bound by the terms of this Agreement.

[REDACTED]

[REDACTED] C.C.

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

P.A., on behalf of minor child, A.A.;
et al.

Plaintiffs,

v.

DORIS VOITIER, et al.

Defendants.

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*

* JUDGE BRANDON S. LONG
*

* MAGISTRATE JUDGE JANIS VAN
* MEERVELD
*

* SECTION O

ATTACHMENT D TO SETTLEMENT AGREEMENT

I hereby consent and agree to be bound by the terms of this Agreement and hereby make D.D.
bound by this Agreement.

[REDACTED]

[REDACTED], P.D., and on behalf of minor child, [REDACTED], D.D.

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

P.A., on behalf of minor child, A.A.;
et al.

Plaintiffs,

v.

DORIS VOITIER, et al.

Defendants.

* CIVIL ACTION NO.: 2:23-cv-2228
*




* JUDGE BRANDON S. LONG
*

* MAGISTRATE JUDGE JANIS VAN
* MEERVELD
*

* SECTION O

ATTACHMENT E TO SETTLEMENT AGREEMENT

I hereby consent and agree to be bound by the terms of this Agreement and hereby make E.E. bound by this Agreement.


 P.E., and on behalf of minor child,  P.E.

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

P.A., on behalf of minor child, A.A.;
et al.

Plaintiffs,

v.

DORIS VOITIER, et al.

Defendants.

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* JUDGE BRANDON S. LONG

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* MAGISTRATE JUDGE JANIS VAN

* MEERVELD

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* SECTION O

CONFIDENTIAL SETTLEMENT AGREEMENT ADDENDUM

