

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND
THE LOUISIANA SUPREME COURT
UNDER THE AMERICANS WITH DISABILITIES ACT

INTRODUCTION

1. This Settlement Agreement (the “Agreement”) is entered into this 14th day of August, 2014 (the “Effective Date”) by and between the United States of America (the “United States”) and the Louisiana Supreme Court (“Court”), which, for purposes of this Agreement, includes the Louisiana Supreme Court Committee on Bar Admissions (“Committee”), and the Court-appointed Louisiana Attorney Disciplinary Board Office of Disciplinary Counsel (“ODC”) (collectively referred to herein as “the Court” unless otherwise expressly indicated). The United States and the Court are hereinafter referred to collectively as “the Parties.”

2. This Agreement resolves the investigation conducted by the United States concerning alleged violations of Title II of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulation, 28 C.F.R. Part 35, with respect to the Court’s policies, procedures and practices for screening and evaluating bar applicants and law student registrants with mental health disabilities.

3. The ADA applies to the Court because it is a “public entity” pursuant to Title II, which prohibits discrimination against qualified individuals with disabilities on the basis of disability in the “services, programs, or activities of a public entity.” 42 U.S.C. § 12132.

BACKGROUND

4. In March 2011, the United States Department of Justice (the “Department”) notified the Court of its investigation of Louisiana’s attorney licensure system. The investigation was initiated pursuant to Title II of the ADA in response to a complaint filed by the Bazelon Center for Mental Health Law on behalf of an individual, TQ. The Bazelon Center later filed a complaint on behalf of another individual, JA. The Department subsequently identified several other bar applicants and attorneys with mental health disabilities who alleged they had been subject to additional inquiries and/or conditions on admission on account of a mental health disability.

5. During its investigation, the Department spoke with the Honorable Chief Justice Bernette Johnson, members of the Committee, Committee staff, ODC staff, and counsel for the Louisiana Supreme Court to discuss the complaints that prompted the Department’s investigation, the scope and status of that investigation, and to obtain more information regarding character and fitness inquiries and recommendations, the conditional admissions process, and the monitoring of conditionally admitted attorneys. The Department also reviewed various records provided by Committee staff, as well as the published policies, procedures and forms of the Court, the Committee, and the ODC relating to the application and conditional admission processes. In addition, the Department spoke to individuals who had applied for admission to

the Louisiana bar and received conditional admission after providing information relating to their mental health.

6. The Court and its staff cooperated in good faith at all stages of the Department's investigation. In addition, since July 2013, the Court has voluntarily undertaken several steps to address concerns that the Department raised during the course of its investigation.

7. On February 5, 2014, the United States issued a letter reporting the findings of its investigation. On March 10, 2014, the Court sent a letter to the United States responding to, and disagreeing with, the findings set forth by the United States in its Letter of Findings.

8. The Department acknowledged in its letter of findings, and the United States acknowledges here, the great responsibility placed on the Louisiana Supreme Court to safeguard the administration of justice by ensuring that all attorneys licensed in the State of Louisiana are competent to practice law and worthy of the trust and confidence clients place in their attorneys. The United States further acknowledges that the Court can, should, and does fulfill this important responsibility by asking questions related to the conduct of applicants, which enable the Court and the Committee to assess effectively and fully the applicant's fitness to practice law, and that the Court can appropriately take the responses to such questions into account in its licensing decisions.

9. The Department has concluded that certain of the Court's processes for evaluating applicants to the Louisiana bar, and certain aspects of its practice of admitting persons with mental health disabilities under a conditional licensing system, discriminate against individuals on the basis of disability, in violation of Title II of the ADA.

10. The Court disputes the Department's findings, denies that it has discriminated against any applicants for licensure or any conditionally admitted attorneys, and denies that its attorney licensure process violates the ADA.

11. The Parties have determined and agreed that the findings resulting from the United States' investigation can be resolved in a timely manner without further investigation, enforcement action, or litigation, and without further expense, and therefore enter into this Agreement.

12. The United States and the Court agree that it is in the Parties' best interests, and the United States believes it is in the public interest, to fully and finally resolve this matter on mutually agreeable terms as set forth herein.

TERMS AND CONDITIONS

A. General Policies and Procedures

13. To the extent that it has not already done so, the Court shall promptly implement the following measures. It shall:

- a. Refrain from requiring applicants to complete Questions 25-26 of the National Conference of Bar Examiners' Request for Preparation of a Character Report as that Request form was in effect prior to February 24, 2014 ("old Questions 25-26");
- b. Refrain from requiring applicants to complete Question 27 of the National Conference of Bar Examiners' Request for Preparation of a Character Report as that Request form was in effect prior to February 24, 2014 ("old Question 27");
- c. Refrain from inquiring into mental health diagnosis or treatment, unless (1) an applicant voluntarily discloses this information to explain conduct or behavior that may otherwise warrant denial of admission, or in response to new Question 26 or 27 (as defined below); or (2) the Committee learns from a third-party source that the applicant raised a mental health diagnosis or treatment as an explanation for conduct or behavior that may otherwise warrant denial of admission. Any such inquiry shall be narrowly, reasonably, and individually tailored. If any such inquiry is made, the Committee (or a medical professional retained by the Committee) will first request statements from the applicant and, if reasonably deemed necessary by the Committee (or a medical professional retained by the Committee), the applicant's treating professional. The treating professional's statements shall be accorded considerable weight, and medical records shall not be requested unless a statement from, and any further dialogue with, the applicant's treating professional fails to resolve the Committee's reasonable concerns regarding the applicant's fitness to practice law. Any medical or hospital records requested shall be by way of narrowly tailored requests and releases that provide access only to information that is reasonably needed to assess the applicant's fitness to practice law. An independent medical examination shall not be requested unless all other means described in this paragraph fail to resolve the Committee's reasonable concerns regarding the applicant's fitness to practice law, and if requested, shall occur at a time and location convenient to the applicant. All personal or health-related information shall be kept strictly confidential and shall be accessed only by individuals with a legitimate need for such access.
- d. Not recommend or impose conditional admission solely on the basis of mental health diagnosis or treatment. The Committee shall not recommend conditional admission for applicants who reveal a mental health diagnosis unless information properly obtained by the Committee indicates that (i) the applicant has a history of conduct that would otherwise warrant denial of admission, and the Committee believes that any conduct-related concerns have not been fully mitigated by the applicant's treatment or other factors; or (ii) the applicant has a condition that currently impairs the ability to practice law in a competent, ethical, or professional manner. Where conduct would not warrant denial of admission when disclosed by applicants without a mental health diagnosis, the same conduct shall not be the basis for denial of admission or conditional admission when disclosed by applicants with a mental health diagnosis;

- e. Ensure that any conditions of admission imposed on an applicant who reveals a mental health diagnosis, including the duration of conditional admission, are individually tailored to address the conduct or current impairment of the applicant's ability to practice law that justified the recommendation and any other information that the Committee properly obtained as part of its character and fitness investigation;
- f. Ensure that any applicants who reveal mental health diagnoses who are conditionally admitted pursuant to paragraph (d) are not referred for monitoring by the ODC. Such applicants may be subject to review by the ODC only to the extent necessary for ODC to perform its customary enforcement function relating to an attorney's compliance with a LAP agreement. With respect to any applicants who reveal mental health diagnoses who are conditionally admitted pursuant to paragraph (d), ensure that:
 - i. Any reporting requirements are reasonably and individually tailored to address the concerns that justified the conditional admission;
 - ii. No additional fees or costs must be paid to the Court, Committee, or Lawyers' Assistance Program ("LAP") by applicants on the basis of disability, beyond any standard fees associated with conditional admissions.
 - iii. If information regarding a conditionally admitted attorney's mental health treatment is appropriately requested pursuant to paragraph (f)(i), LAP or a medical professional designated by LAP will first request statements from the applicant and, if reasonably deemed necessary by LAP or such medical professional, the applicant's treating professional. The treating professional's statements shall be accorded considerable weight, and medical records shall not be requested unless the statement from, and any further dialogue with, the applicant's treating professional fails to resolve reasonable concerns regarding the applicant's fitness to practice law. Attorneys and applicants shall not be required or requested to provide or authorize access to their health or mental-health related information except as provided herein, and only by way of narrowly tailored releases that limit the scope of the release to information that is reasonably needed to assess the attorney's or applicant's fitness to practice law, and limit the individuals who will have access to that information to those with a legitimate need for such access. Any and all personal or health-related information, including information shared with the Committee, LAP or a medical professional designated by LAP, shall be kept strictly confidential. Attorneys and applicants shall not be required or requested to waive confidentiality with respect to their private or health-related information except as provided herein, or as necessary for ODC to perform its customary enforcement function relating to an applicant's compliance with a LAP agreement;

- iv. Applicants, attorneys, and their employers shall not be required or requested to provide or authorize access to client files;
 - v. No reporting requirements relating to the conditional admission of an individual with a mental health diagnosis shall be imposed on or requested of employers of the attorneys or applicants; and
 - vi. Any reporting requirements relating to the conditional admission of an individual with a mental health diagnosis do not interfere with the applicant's or attorney's reasonable ability to practice law.
- g. Publicize modifications to the Court's rules, policies, and practices related to character and fitness screening, conditional admission, and confidentiality to prospective applicants, including at Louisiana law schools and in preparatory courses for the Louisiana bar examination; and
 - h. Provide a copy of this Agreement to LAP and to any medical professional designated by LAP to assist with character and fitness reviews, and ensure that LAP and any such medical professional complies with its terms insofar as LAP or such medical professional is providing services to the Court relating to character and fitness.
 - i. Include a link to this Agreement on the Committee's website during the term of the Agreement, with text that identifies the Court's Agreement Coordinator selected pursuant to Paragraph 27.
 - j. Provide training for all relevant Committee, ODC, and LAP employees regarding their obligations under this Agreement within forty-five (45) days after the Effective Date of this Agreement, and annually thereafter for the term of the Agreement. The training will be sufficiently detailed to enable staff to effectively implement all provisions of this Agreement, including any policies and procedures developed pursuant to this Agreement.

14. The Court has informed the United States, and the United States hereby acknowledges, that, in lieu of old Questions 25-26, the Court is now using and intends to continue using Questions 25-26 from the current version of the National Conference of Bar Examiners Request for Preparation of a Character Report ("new Questions 25-26"). In addition, the Court has informed the United States, and the United States hereby acknowledges, that, in lieu of old Question 27, and within sixty (60) days of the Effective Date of this Agreement, the Court intends to begin using a new Question 27 ("new Question 27"), worded substantially as follows:

"27. Within the past five years, have you engaged in any conduct that:

- (1) resulted in an arrest, discipline, sanction or warning;
- (2) resulted in termination or suspension from school or employment;
- (3) resulted in loss or suspension of any license;

(4) resulted in any inquiry, any investigation, or any administrative or judicial proceeding by an employer, educational institution, government agency, professional organization, or licensing authority, or in connection with an employment disciplinary or termination procedure; or
(5) endangered the safety of others, breached fiduciary obligations, or constituted a violation of workplace or academic conduct rules?

If so, provide a complete explanation and include all defenses or claims that you offered in mitigation or as an explanation for your conduct.

Yes No

If you answered yes, furnish the following information:

Name of entity before which the issue was raised (i.e., court, agency, etc.) _____

Address _____

City _____ State _____ Zip _____

Telephone (_____) _____

Country _____ Province _____

Nature of the proceeding _____

Relevant date(s) _____

Disposition, if any _____

Explanation _____”

15. Nothing in this Agreement shall limit the Court’s right to revoke an individual’s conditional admission pursuant to Supreme Court Rule. Any such revocation shall be exercised in a manner consistent with this Agreement and the ADA.

16. Nothing in this Agreement shall limit the Court’s right to discontinue the conditional admission process should the Court decide to do so.

B. Confidentiality

17. Within forty-five (45) days after the Effective Date of this Agreement, the Court must ensure that all files of applicants who disclosed mental health diagnosis or treatment and were conditionally admitted have been sealed, if the Court has not already done so.

18. Within ninety (90) days after the Effective Date of this Agreement, and annually thereafter for the term of this Agreement, the Court shall provide training for all Court employees regarding proper handling of sealed application and admission files and documents.

19. Within forty-five (45) days after the Effective Date of this Agreement, and to the extent it has not already done so, the Court will issue orders sealing (a) all previously entered orders conditionally admitting individuals who disclosed mental health diagnosis or treatment, (b) any filings recommending these individuals' probation, and (c) any orders terminating their probation. Within fifty (50) days after the Effective Date of this Agreement, copies of these orders to seal shall be transmitted to LexisNexis, Westlaw, Fastcase, and Bloomberg Law with a list of the sealed orders that need to be removed and a request that they remove all of the listed orders from their databases.

20. Within forty-five (45) days after the Effective Date of this Agreement, and to the extent that it has not already done so, the Court shall delete from its website copies of all orders conditionally admitting individuals who disclosed their mental health diagnosis or treatment, and all references to these orders. Within forty-five (45) days after the Effective Date of this Agreement, and to the extent it has not already done so, the Court shall request the removal of this information from the Google and Bing internet search engines.

C. Review of Prior and Pending Applications

21. With regard to applications that have already been processed or are currently pending, the Court shall:

- a. Within sixty (60) days after the Effective Date of this Agreement, provide all individuals who have pending applications that include an affirmative response to old Questions 25-27 with new Questions 25-27, and evaluate the applications of those individuals based upon that information and other information contained in the applicant's pending Request for Preparation of a Character Report, but not on the basis of an applicant's affirmative response to old Questions 25-27 or information requested based on those responses.
- b. Identify all individuals (including law student registrants) who responded affirmatively to old Questions 25-27 since August 1, 2008 based upon a mental health diagnosis or treatment and were conditionally admitted and:
 - i. Take all necessary steps to terminate the conditions of admission, unless (a) the applicant engaged in conduct that would otherwise warrant conditional admission and the conduct-related concerns have not been fully mitigated; or (b) the individual has a condition that currently impairs his or her ability to practice law in a competent, ethical, or professional manner.
 - ii. Ensure that any Court records pertaining to these individuals' conditional admission are sealed, redacted or destroyed, as the Court deems appropriate, such that the individuals' medical records, medical

history, diagnoses, prognoses, full names, and/or conditions of admission are not publicly available; and

- iii. For any individuals who remain conditionally admitted, ensure that the conditions of admission and reporting requirements comply with Paragraph 13(f).
- c. Identify applicants who responded affirmatively to old Questions 25-27 based on a mental health diagnosis or treatment and were denied admission and:
- i. Re-evaluate their original applications to consider whether they may be qualified for unconditional or conditional admission consistent with the requirements of this Agreement;
 - ii. Inform any individuals who are preliminarily determined to be qualified for possible unconditional or conditional admission that they may be qualified for unconditional or conditional admission under these revised policies for conducting character and fitness inquiries;
 - iii. Invite such individuals to petition the Court for admission to the Louisiana bar without additional application expense for the character and fitness review; and
 - iv. Re-evaluate and process the updated applications and any additional information received on a priority basis, in a manner consistent with this Agreement.
- d. Identify applicants (including law school registrants) who withdrew from the admissions process following an affirmative response to old Questions 25-27 that was based on a mental health diagnosis or treatment and:
- i. Inform these individuals of revisions to the processes for conducting character and fitness inquiries;
 - ii. Invite these individuals to re-apply for admission to the Louisiana bar without additional application expense for the character and fitness review; and
 - iii. Subject to their having passed the Louisiana bar examination, re-evaluate and process their applications on a priority basis, in a manner consistent with this Agreement.

D. Compensation for Affected Individuals

22. The Court agrees to pay a total of two hundred thousand (\$200,000), for the purpose of compensating seven of the individuals who the United States asserts have been harmed as a result of actions which the United States alleges herein to be discriminatory (the “Affected Individuals”). The payment shall be in the form of an electronic funds transfer

pursuant to written instructions to be provided in a timely manner by the United States. Payment shall be due within thirty (30) days of the Effective Date of this Agreement.

23. Within forty-five (45) days after the United States has received payment from the Court, as described in the preceding paragraph, the United States will obtain a signed release from each of the Affected Individuals, the form of which is attached hereto as Exhibit 1. The United States shall thereafter distribute payment checks to the Affected Individuals after delivering the original, signed releases to counsel for the Court. If any Affected Individual elects not to sign a release, the amount of money that would otherwise have gone to that Affected Individual shall be returned by the United States to the Court.

24. The Court will not retaliate against any Affected Individual in violation of 42 U.S.C. § 12203. Nothing in this paragraph, however, or in any other provision of this Agreement, shall limit the Court's right to apply all policies, rules and procedures to the Affected Individuals as are applicable to other applicants to and members of the Louisiana bar, including but not limited to disciplinary policies, rules, and procedures.

REPORTING AND MONITORING

25. The Court will provide a report to the United States two weeks after each set of admissions ceremonies for the duration of this Agreement regarding its compliance with this Agreement. Reports will include copies of any rules, policies, and procedures promulgated or adopted in response to this Agreement, as well as summaries of applicant outcomes and the reasons for those outcomes for applicants whose mental health diagnosis or treatment is disclosed to the Committee. These shall include, but are not limited to:

- a. the total number of such applicants;
- b. the number of such individuals admitted without conditions;
- c. the number of such individuals conditionally admitted, the duration of the conditional admission, and the reason;
- d. the number of such individuals denied admission, and the reason;
- e. the number of such individuals who responded affirmatively to new Questions 26-27 and the outcome of their applications;
- f. the number of such individuals who disclosed a mental health diagnosis or treatment to explain conduct or behavior that may otherwise warrant denial of admission, and the outcome of their applications;
- g. the number of such applicants referred to LAP for monitoring or evaluation and the basis for the referral;
- h. the number of such conditionally admitted attorneys from whom LAP requested medical records and the basis for the request;

- i. the number of such applicants from whom medical records were requested, the basis for the request, and the type and duration of records requested; and
- j. the number of such applicants referred for an independent medical evaluation, and the basis for the referral.

26. The United States may review compliance with this Agreement at any time for the duration of the Agreement. The Court shall maintain sufficient records to document that the requirements of this Agreement are being properly implemented and shall make such records available to the United States for inspection upon reasonable notice and request, subject to any applicable state and federal privacy laws. The Court will also comply with any additional, reasonable compliance review requests from the United States, subject to applicable state and federal law and any confidentiality obligations owed to applicants or attorneys.

27. Within thirty (30) days after the Effective Date of this Agreement, each Party shall select and appoint a Coordinator to oversee compliance with this Agreement and to serve as a point of contact, and shall provide notice to other Party of the Coordinator's name, title, address, telephone number, and e-mail address.

TERM AND ENFORCEMENT

28. This Agreement shall remain in effect until four (4) years from the Effective Date.

29. If the United States believes that this Agreement or any of its requirements has been violated, it may, after providing notice and an opportunity to cure in accordance with Paragraph 30 of this Agreement, commence a civil action in the United States District Court for the Eastern District of Louisiana (the "Federal Court") to enforce the terms of this Agreement or the ADA. In any such proceeding the United States may request any remedy authorized by law or equity, including, but not limited to, an order declaring that the Court has violated the Agreement, an order requiring compliance with the Agreement, an award of any damages which may have been occasioned by the alleged failure to perform, and an award of damages that the United States is authorized to recover in actions that it brings under the ADA.

30. If the United States believes the Court has failed to fulfill any obligation under this Agreement, the United States shall, prior to initiating any court proceeding, notify the Court in writing of any alleged non-compliance with the Agreement and request that the Court take action to correct such alleged non-compliance. The Court shall have thirty (30) days from the date of such written notice to respond to the United States in writing by denying that noncompliance has occurred, or curing the alleged noncompliance. If the Court fails to respond within 30 days, or denies that noncompliance has occurred, or fails to take sufficient steps to cure the alleged noncompliance to the reasonable satisfaction of the United States, the United States may seek an appropriate judicial remedy.

31. The venue for all legal actions concerning this Agreement shall be the Federal Court. The Parties acknowledge that venue is proper in this district and that the Federal Court has subject matter jurisdiction to enforce the terms of this Agreement.

32. The Court agrees to waive formal service of process for any Complaint filed by the United States pursuant to Paragraph 29. The Complaint will instead be provided to the Court in accordance with the Notice provisions of this Agreement. The Court will file its responsive pleading to any such Complaint within ten (10) days after the Complaint is filed.

33. The Parties agree that in any action filed pursuant to Paragraph 29, the Parties will hold the conference required by Rule 26(f)(1) of the Federal Rules of Civil Procedure within five (5) business days after the Court's responsive pleading is filed, and will submit their Rule 26(f) report and a joint proposed scheduling order no later than five (5) business days thereafter. The Parties agree to recommend that the period for discovery be expedited in a reasonable manner that is consistent with the scope of the issues raised by the Complaint.

34. The Court reserves all rights and defenses that it may have with respect to any claims asserted or relief requested by the United States; provided, however, the Court will not assert a venue or jurisdictional defense, or a defense challenging the validity of this Agreement or any of its provisions.

GENERAL PROVISIONS

35. This Agreement resolves the findings of the United States' investigation, which was limited to a review of the Court's character and fitness screening process for bar applicants with mental health disabilities under Title II of the ADA.

36. This Agreement does not affect the Court's continuing responsibility to comply with all aspects of the ADA.

37. The United States hereby releases the Court from any and all ADA claims that the United States could assert on behalf of any individual who receives a monetary payment pursuant to Paragraph 22 of this Agreement. In addition, for the duration of the Agreement, except as set forth in Paragraph 29, the United States releases the Court from any and all other ADA claims arising (i) out of the allegations set forth in the Letter of Findings, or (ii) from the Court's use of new Questions 25-27, when used as provided herein.

38. The Parties represent and acknowledge that this Agreement is the result of extensive, thorough and good faith negotiations. The Parties further represent and acknowledge that the terms of this Agreement have been voluntarily accepted, after consultation with counsel, for the purpose of making a full and final compromise and settlement of any and all claims or allegations set forth by the United States Department of Justice in its Findings Letter.

39. This Agreement is binding upon the Parties, by and through their officials, agents, employees, and successors for the term of this Agreement. The Court shall ensure that all of its components and all employees of the Court take all actions necessary for the Court to comply with the provisions of this Agreement. If the Court contracts with, engages, arranges for, or delegates responsibility to, a third party or outside entity to conduct any activities relating to the provisions of this Agreement, it shall provide a copy of the Agreement to all such third parties and outside entities, with instructions that they comply with its terms. The Court will remain responsible for any failure of such third parties or entities to comply with the terms of the Agreement.

40. This Agreement and any documents incorporated by reference constitute the entire integrated agreement of the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provisions herein in any litigation or any other proceeding.

41. Any modification of this Agreement shall be by written agreement of the Parties.

42. If any provision of this Agreement is determined by the Federal Court to be unenforceable, the other provisions of this Agreement shall nonetheless remain in full force and effect, provided, however, that if the severance of any such provision materially alters the rights or obligations of the Parties, the Parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the Parties as closely as possible to the initially agreed upon relative rights and obligations.

43. Failure by any Party to enforce this entire Agreement or any provision hereof with respect to any deadline or any other provision herein shall not be construed as a waiver.

44. The Parties agree that, as of the Effective Date of this Agreement, for purposes of the Parties' preservation obligations pursuant to Federal Rule of Civil Procedure 26, litigation is not "reasonably foreseeable" concerning the matters described in the Findings Letter. To the extent that any Party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in the Findings Letter, the Party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves the United States or the Court of any other obligations imposed by this Agreement or other applicable law.

45. "Notice" under this Agreement shall be provided by electronic mail or overnight courier to the following or their successors:

Joy Levin Welan
Trial Attorney
DJ# 204-32-88
United States Department of Justice
Disability Rights Section, Civil Rights Division
1425 New York Avenue NW
Washington, DC 20005

Alanah Hebert
Deputy General Counsel
Supreme Court Office of the Judicial Administrator
Louisiana Supreme Court
400 Royal Street, Suite 4200
New Orleans, LA 70130-8102

With copies, if applicable, to:

Elizabeth S. Schell

Executive Director
Louisiana Supreme Court Committee on Bar Admissions
2800 Veterans Memorial Blvd., Suite 310
Metairie, LA 70002

Charles B. Plattsmier
Chief Disciplinary Counsel
Louisiana Attorney Disciplinary Board
Office of Disciplinary Counsel
4000 S. Sherwood Forest Blvd., Suite 607
Baton Rouge, LA 70816

46. The signatures below of officials and/or attorneys representing the United States and the Court signify that these Parties have given their final approval to this Agreement. Each Party represents and warrants that the person who has signed this Agreement on behalf of his or her entity or client is duly authorized to enter into this Agreement and to bind that Party to the terms and conditions of this Agreement.

47. This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same Agreement, notwithstanding that each Party is not a signatory to the original or the same counterpart.

48. This Agreement and any amendment hereto shall be public documents.

49. The United States and the Court will bear the cost of their own fees and expenses incurred in connection with this Agreement.

AGREED:

FOR THE UNITED STATES OF AMERICA:

DATED: August 14, 2014

KENNETH ALLEN POLITE, Jr.
United States Attorney
for the Eastern District of Louisiana

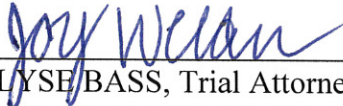
MOLLY J. MORAN
Acting Assistant Attorney General
Civil Rights Division

EVE L. HILL
Deputy Assistant Attorney General
Civil Rights Division

PETER MANSFIELD, Civil Chief
SUNNI LEBEOUF, Deputy Civil Chief
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REBECCA B. BOND, Chief
ANNE RAISH, Deputy Chief
Disability Rights Section
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GLENN SCHREIBER
Assistant United States Attorney
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ALYSE BASS, Trial Attorney
JOY LEVIN WELAN, Trial Attorney
Disability Rights Section
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Washington, D.C. 20530
Telephone: (202) 307-0663
Facsimile: (202) 305-9775
Joy.Welan@usdoj.gov

FOR THE LOUISIANA SUPREME COURT:

DATED: August 13, 2014


BERNETTE J. JOHNSON
Chief Justice

ACKNOWLEDGED BY:

FOR THE LOUISIANA SUPREME COURT COMMITTEE ON BAR ADMISSIONS:

DATED: August 13, 2014


ELIZABETH S. SCHELL
Executive Director

FOR THE LOUISIANA ATTORNEY DISCIPLINARY BOARD OFFICE OF
DISCIPLINARY COUNSEL:

DATED: August 13, 2014


CHARLES B. PLATTSMIER
Chief Disciplinary Counsel