

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF LOUISIANA

LAWRENCE LEVY, ET AL.

Plaintiffs,

v.

LOUISIANA DEPARTMENT OF PUBLIC  
SAFETY AND CORRECTIONS, ET AL.,

Defendants.

Case No. 3:16-cv-00542-JWD-EWD

**STIPULATION & AGREEMENT**

This Joint Stipulation and Agreement (the “Agreement”) is entered into by and between Lawrence Levy, Cedric Hammond, and Bradley Casto (collectively, the “Named Plaintiffs”), and the Louisiana Department of Public Safety and Corrections (“LDPSC”), and its Secretary, James M. LeBlanc (collectively, “Defendants,” and together with Named Plaintiffs, the “Parties”).

**WHEREAS**, on August 16, 2016, Named Plaintiffs filed a putative class action lawsuit under Title II of the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*, and section 504 of the Rehabilitation Act, 29 U.S.C. § 794 in the United States District Court for the Middle District of Louisiana, No. 3:16-cv-00542-JWD-EWD, captioned *Lawrence Levy, et al. v. Louisiana Department of Public Safety and Corrections, et al.*, (the “Action”) on behalf of themselves and all present and future probationers and parolees who are deaf or have hearing impairments and who are or will be within the control and supervision of the LDPSC and who allege they have been denied, are being denied, or will be denied the assistance they need to effectively communicate and participate in, and obtain the benefits of, LDPSC services, programs and activities (“Affected Individuals”) and seek relief as described in the complaint;

**WHEREAS**, Defendants deny the Named Plaintiffs' allegations and further deny that class action certification is appropriate in this matter;

**WHEREAS**, the Parties agree and acknowledge that the number of Affected Individuals changes from time to time as individuals come on and go off probation or parole and that there may be additional Affected Individuals in the future, each included within the definition of "Affected Individuals";

**WHEREAS**, by entering into this Agreement it is the intent of the Parties to avoid the expenditure of considerable time and resources litigating whether this Action should be certified as a class action, while ensuring any subsequent relief obtained by Named Plaintiffs shall extend to all Affected Individuals;

**WHEREAS**, the Parties are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of Named Plaintiffs, Affected Individuals, and Defendants;

**NOW, THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE:**

1. **Judgment.** For purposes of this Stipulation and Agreement, "Judgment" shall mean a final order in the above-captioned action from any Court (district court, appellate court and/or Supreme Court) providing for relief as described in the Complaint to any of the Named Plaintiffs in this Action.

2. **Notice of Judgment.** On the date a Judgment rendered in full or in part against Defendants in this Action becomes final, if ever, the following notice provisions shall apply without any further order of the Court being required:

(a) *Affected Individuals.* Within twenty-one (21) days of a Judgment, Defendants, at their sole expense, shall provide written notice of the terms, conditions,

remedies and/or relief set forth in the Judgment to all Affected Individuals identifiable as of the date of the Judgment (the “Notice of Judgment”). The Notice of Judgment shall be jointly drafted and agreed to by Plaintiffs and Defendants. The Notice of Judgment must state prominently at the beginning of the Notice of Judgment that Defendants will, at their own expense, make available an appropriate auxiliary aid (*e.g.*, a qualified American Sign Language Interpreter) if requested by the Affected Individual to ensure that each Affected Individual understands the Notice of Judgment. At their own expense, Defendants shall either deliver by hand the Notice of Judgment to each Affected Individual, or mail the Notice of Judgment via First Class United States Mail, postage prepaid, to the last known address of each Affected Individual that Defendants then have on file.

(b) *Future Affected Individuals.* If, at any time after the Notice of Judgment is hand-delivered or mailed to Affected Individuals, Defendants learn that there are additional Affected Individuals, Defendants, at their sole expense, shall provide those Affected Individuals with the Notice of Judgment within twenty-one (21) days of the date on which Defendants discover that such individual is an Affected Individual. At their own expense, Defendants shall either deliver by hand the Notice of Judgment to the Affected Individual, or mail the Notice of Judgment via First Class United States Mail, postage prepaid, to the current address of the Affected Individual.

(c) *Posting.* The Notice of Judgment shall be posted prominently at all probation and parole district offices within twenty-one (21) days of a Judgment.

### 3. **Enforcement of Judgment Against Defendants.**

(a) A Judgment in favor of Named Plaintiffs shall bind Defendants as to all

Affected Individuals whether or not such Affected Individual is a Named Plaintiff or party in this Action.

(b) Any Affected Individual who believes that she or he is not being provided relief as set forth in the Judgment may seek to enforce any and all of the terms, conditions, remedies and/or relief provided in the Judgment. Defendants reserve all of their rights and defenses to any such claim, with the exception of the provisions of Paragraph 3(c).

(c) Defendants shall be barred and forever precluded from asserting a defense that an Affected Individual is not permitted to enforce a Judgment solely because they were not a party to this Action.

4. **Scope of agreement.** This agreement does not affect rights or defenses otherwise available to any person or party.

5. **Attorneys' Fees and Costs.** Any Named Plaintiff and/or Affected Individual who seeks to enforce a Judgment shall be permitted to pursue reasonable expenses and attorneys' fees in connection with any determination that Defendants are not complying with the Judgment. Defendants reserve all of their rights and defenses to any claim for attorneys' fees and costs, with the exception of the provisions of Paragraph 3(c).

DATED: July 18, 2017

FOR PLAINTIFFS:

By: Madeline Chimento Rea

Print Name: Madeline Chimento Rea

DATED: July 14<sup>th</sup>, 2017

FOR DEFENDANTS:

By: 

Print Name: PATRICIA H WILTON