

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

<b>EMMA DOE et al.,</b>	:	
	:	<b>Civil Case No. 12-1670</b>
<b>Plaintiffs</b>	:	
	:	<b>Section F(5)</b>
v.	:	
	:	<b>Judge Martin L. C. Feldman</b>
<b>JAMES D. CALDWELL et al.,</b>	:	
	:	<b>Mag. Judge Alma L. Chasez</b>
<b>Defendants</b>	:	
	:	

**STIPULATION OF SETTLEMENT AND RELEASE OF CLAIMS**

It is hereby stipulated by and between the Plaintiff and Defendants (“the parties”), by and through the undersigned, their attorneys, as follows:

1. The parties do hereby agree to resolve the above-captioned action in its entirety under the terms and conditions set forth in this Settlement Agreement.
2. The Superintendent of the Louisiana State Police (“LSP”), in his official capacity, agrees to remove from the State Sex Offender & Child Predator Registry (“SOCPR”) all individuals who are **entitled to removal** as follows: (1) he or she is currently registered as a sex offender solely because of a conviction or multiple convictions of Crime Against Nature by Solicitation under La. R.S. §14:89(A)(2) or La. R.S. §14:89.2(A); (2) he or she has been convicted of no other registerable sex offense, and (3) he or she was not convicted of Solicitation of Crime Against Nature where the person solicited was a minor (under the age of eighteen (18) years), as expeditiously as possible, and in no event later than 120 days from the date of entry of this settlement agreement, with the exception of individuals described by paragraph 5.

3. The parties agree that the following individuals are **not entitled to removal** from the SOCPR:
  - a. Any individual who was convicted of Crime Against Nature under La. R.S. §14:89(A)(1) which was Crime Against Nature **not** by solicitation;
  - b. Any individual who was convicted of any other registerable sex offense as that term is defined in La. R.S. §15:841; and
  - c. Any individual convicted of Crime Against Nature by Solicitation who, in fact, was convicted of soliciting sex from a minor (a person under the age of eighteen).
4. The parties agree that the defendants will initially determine within 30 days who is entitled to removal and who is not entitled to removal from the SOCPR as “entitlement to removal” is described in the terms of this agreement.
  - a. It shall be the defendants’ burden to prove that any individual was convicted of another registerable sex offense or to prove that any individual was convicted of solicitation of a minor.
  - b. A list of currently registered individuals convicted of CANS who were also convicted of other registerable sex offenses will be provided to the plaintiffs within 30 days of entry of this judgment. The list can be amended at any time should new information arise, but in no event after 120 days from the entry of the judgment. The plaintiffs agree and herein acknowledge that any person removed from the SOCPR pursuant to this agreement who is later convicted of a registerable sex offense will be required to comply with all applicable laws including the requirement that he or she again register as a sex offender.

- c. A list of currently registered individuals convicted of CANS and no other registerable sex offenses who were convicted of solicitation of a minor along with clear and convincing evidence of that fact as to each individual will be provided to the plaintiffs as quickly as possible but in no event later than 180 days from the entry of this judgment. Clear and convincing evidence includes but is not limited to official documentation of a conviction, guilty plea or presentencing report, either alone or in conjunction with a bill of information, docket minutes, or arrest report.
  - d. A list of currently registered individuals convicted under La. R.S. 14:89 for whom the records in the custody and control of the defendants are silent as to whether the conviction was for solicitation will be provided to the plaintiffs within 30 days from entry of this agreement. Thereafter, defendants will have 120 days to procure the charging and/or instruments showing the subsection of 14:89 and the plaintiffs will then have 60 days to prove, with clear and convincing evidence (as defined above) that the person(s) was convicted of solicitation. Upon provision of such proof, such individuals will expeditiously be removed from the registry.
5. The parties further agree that, if she is entitled to be removed from the SOCPR as “entitlement to removal” is defined in this agreement, the proposed class representative, “Brenda DOE,” will be removed from the registry within 30 days of disclosure of her identity. The parties agree that disclosure of her identity is made solely for the purpose of removing her from the registry and that neither her identity nor any identifying information will be disclosed to any individuals other than those necessary to effect her removal from the registry. Under no circumstances shall her identity or any identifying

information, or the identity or any identifying information about individuals who are entitled to removal, be disclosed to members of the media or the public or to any person, group or organization that is not involved in removing them from the SOCPR and/or granting the other relief necessary to effect their removal from the SOCPR. All parties will continue to refer to the plaintiff using her pseudonym in all public filings.

6. The Superintendent of the LSP, in his official capacity, will, within 120 days of the entry of this Settlement Agreement, notify all municipal, state, and federal agencies that have been provided with information about individuals on the SOCPR (including police departments, sheriff's departments, the United States Department of Justice, the Louisiana State Police Office of Motor Vehicles, the Department of Public Safety and Corrections and its relevant subdivisions and offices, including the Division of Probation and Parole) that the class members have been removed from the SOCPR and inform such agencies that class members are no longer subject to the Registry and Notification Laws.
7. Counsel for Defendants agree to provide this Court and counsel for Plaintiffs with a list, filed under seal, of all individuals who have been removed from the SOCPR within 180 days of entry of this Settlement Agreement.
8. The parties agree that the instant settlement was reached and will be implemented to provide expeditious relief to the plaintiff and to those similarly situated and to avoid accumulating costs and fees associated with protracted litigation.
9. The instant agreement is not and does not contain an admission or concession that any defendant committed any wrongful act including, but not limited to, violating the U.S. Constitution or federal law. The instant agreement also is not and does not contain an

admission or concession that any law(s) of the State of Louisiana violates the U.S. Constitution, any amendment thereto, or any federal law.

10. It is also agreed, by and among the parties, that Plaintiffs waive any and all claims for costs and fees pursuant to Federal Rule of Civil Procedure 54(d) and 42 U.S.C. § 1988.
11. The persons signing this settlement agreement warrant and represent that they possess full authority to bind the persons and state officials, in their official capacities, on whose behalf they are signing to the terms of the Settlement Agreement.
12. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.
13. The parties request that the Court retain jurisdiction over this matter for 240 days after entry of this Judgment and Order to monitor and enforce compliance with this Settlement Agreement.

The foregoing Stipulation of Settlement and Release of Claims is being filed jointly using the Court's CM/ECF electronic filing system on this 10th day of June, 2013.

Respectfully Submitted,

/s/ Alexis Agathocleous

Alexis Agathocleous, N.Y. State Bar  
#4227062  
Sunita Patel, N.Y. State Bar #4441382  
Center for Constitutional Rights  
666 Broadway, 7<sup>th</sup> Floor  
New York, NY 10012  
Tel: (212) 614-6478  
Fax: (212) 614-6499  
Email: aagathocleous@ccrjustice.org  
spatel@ccrjustice.org

David Rudovsky, PA Bar No. 15168  
Jonathan Feinberg, PA Bar No. 88227  
Kairys, Rudovsky, Messing & Feinberg LLP  
718 Arch Street, Suite 501 S  
Philadelphia, PA 19106  
Tel: 215-925-4400  
Fax: 215-925-5365  
Email: drudovsky@krlawphila.com  
jfeinberg@krlawphila.com

William P. Quigley, La. Bar Roll No. 7769  
Davida Finger, La. Bar Roll No. 30889  
Loyola University College of Law  
Stuart H. Smith Law Clinic & Center for  
Social Justice  
7214 St. Charles Ave, Box 902 New  
Orleans, LA 70118  
Tel: (504) 861-5596  
Fax: (504) 861-5440  
Email: quigley@loyno.edu  
dfinger@loyno.edu

Andrea J. Ritchie, N.Y. State Bar # 4117727  
995 President Street  
Brooklyn, NY  
Tel: (646) 831-1243  
Email: andrea Ritchie@aol.com

Seth Kreimer, PA Bar No. 26102  
University of Pennsylvania Law School  
3501 Sansom Street  
Philadelphia, PA 19104  
Tel: 215-898-7447  
Email: skreimer@law.upenn.edu

Nikki D. Thanos, La. Bar Roll No. 33409  
215 South Clark  
New Orleans, LA 70119  
Tel: (504) 616-1888  
Fax: (504) 861-5440  
Email: attorneythanos@gmail.com

*Attorneys for Plaintiffs*

– AND –

**James D. "Buddy" Caldwell**  
**Attorney General**

By: s/Phyllis E. Glazer  
**Phyllis E. Glazer (#29878) (T.A.)**  
**Michael C. Keller (#20895)**  
**Assistant Attorneys General**

Louisiana Department of Justice  
Litigation Division  
400 Poydras Street, Suite 1600  
New Orleans, LA 70130  
Telephone: (504) 599-1200  
Facsimile: (504) 599-1212  
Email: [GlazerP@ag.state.la.us](mailto:GlazerP@ag.state.la.us)  
[KellerM@ag.state.la.us](mailto:KellerM@ag.state.la.us)

*Counsel for the Defendants*