STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
19TH JUDICIAL DISTRICT COURT

RURAL ROOTS LOUISIANA ET AL., PLAINTIFFS, v. THE STATE OF LOUISIANA, through Division of Administration ET AL., DEFENDANTS.	DIVISION: D SECTION: 25 CASE NO: 2026-776408

DEFENDANT STATE OF LOUISIANA'S PEREMPTORY EXCEPTIONS BASED ON NO RIGHT OF ACTION

Defendant State of Louisiana moves this Court to grant peremptory exceptions based on no right of action as to Count 1 for the reasons outlined in the below memorandum of law in support. *See* La. C.C.P. art. 927(A)(6). No testimony will be necessary, and this case is not yet set for trial.

Dated: June 4, 2026

Respectfully submitted,

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DEFENDANT STATE OF LOUISIANA'S PEREMPTORY EXCEPTIONS BASED ON LACK OF SUBJECT MATTER JURISDICTION

Defendant State of Louisiana moves this Court to grant peremptory exceptions based on lack of subject matter jurisdiction as to Count 1 for the reasons outlined in the below memorandum of law in support. *See* La. C.C.P. art. 927(A)(8). No testimony will be necessary, and this case is not yet set for trial.

Dated: June 4, 2026

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DEFENDANT STATE OF LOUISIANA'S PEREMPTORY EXCEPTIONS BASED ON NO CAUSE OF ACTION

Defendant State of Louisiana moves this Court to grant peremptory exceptions based on no cause of action as to Count 1 for the reasons outlined in the below memorandum of law in support. *See* La. C.C.P. art. 927(A)(5). No testimony will be necessary, and this case is not yet set for trial.

Dated: June 4, 2026

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DEFENDANT STATE OF LOUISIANA'S PEREMPTORY EXCEPTIONS BASED ON NONJOINDER OF A NECESSARY PARTY

Defendant State of Louisiana moves this Court to grant peremptory exceptions based on nonjoinder as to Count 1 for the reasons outlined in the below memorandum of law in support. *See* La. C.C.P. art. 927(A)(4). No testimony will be necessary, and this case is not yet set for trial.

Dated: June 4, 2026

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DEFENDANT STATE OF LOUISIANA'S MEMORANDUM OF LAW IN SUPPORT OF ITS EXCEPTIONS

Last year, Louisiana landed the largest economic-development project in its history: a $5.8 billion Hyundai steel facility in Ascension Parish, projected to create thousands of jobs. The State committed its support, the Legislature funded the public infrastructure through the ordinary capital-outlay process, the State acquired the site, and the training center has broken ground with legislative funding. Now two organizations and an individual—none of them a party to the cooperative endeavor agreement that made it possible—ask this Court to declare that agreement null and void. They hold no rights under it and owe no duties by reason of it. They do not even claim it harms them. They say only that the State should have sent it to the bond commission first.

Plaintiffs are wrong at every level, and the law gives this Court several independent paths to say so—any one of which ends the case.

I. They have no right of action: As strangers to the Agreement, they cannot sue to undo a contract that grants them no rights and imposes on them no duties. **II.** They have no standing, or the case is moot: A generalized objection to how the State conducts its affairs is not the concrete, justiciable controversy a declaratory judgment requires, and the relief they request would redress nothing, because whether the State's remaining commitments are funded rests with the Legislature, not the courts. **III.** They state no cause of action: **(A)** Article VII, § 8(B) governs state debt, and an agreement the State can decline to fund without penalty creates none; **(B)** nor does La. R.S. 39:1410.31 reach the Agreement by its own terms. And, at minimum, **IV.** They failed to join necessary parties: The rights of Hyundai and the Industrial Development Board of the Parish of Ascension, Inc. would necessarily and directly be affected by any declaration. The Court should dismiss.

BACKGROUND

A. Last March, Governor Landry joined President Trump at the White House to announce that Hyundai had selected Louisiana for a $5.8 billion steel manufacturing facility—its first in North America—to be built in Ascension Parish. *See* Press Release, Office of Governor Jeff Landry, *Governor Landry Joins President Trump to Announce Hyundai Motor Group Selects Louisiana as Site of First-of-its-Kind, $5.8 Billion Steel Manufacturing Facility* (Mar. 24, 2025), perma.cc/VF9B-D9K4. Louisiana Economic Development projected roughly 1,400 direct jobs and 5,500 total jobs in the Capital Region. *Id.* The State, LED, and Hyundai

Steel Company memorialized the deal weeks later in a cooperative endeavor agreement (the "Agreement"). *See* La. Const. art. VII, § 14(C). The bargain is straightforward. Hyundai locates and builds that $5.8-billion facility and creates those high-paying jobs in Louisiana, *see* Agreement §§ 4.02–4.03, with the State's support through land acquisitions, public infrastructure, performance-based incentives, and workforce development.

The first piece is land acquisition. Hyundai identified candidate parcels within the RiverPlex MegaPark and agreed to secure short-term options to purchase them (the "Site"). § 3.02. Each option ran at least ninety days, giving the parties time to complete ordinary pre-purchase diligence. § 3.02(b). If the diligence satisfied the agreed conditions, Hyundai could designate the parcels it wanted, assign the options, and the State or LED would close with the landowners and take fee-title ownership. § 3.02(c). The State and LED's total costs for all of it—option payments, purchase prices, extension fees, title work, surveys, environmental studies, appraisals, closing costs, and related diligence—is capped at $100 million. § 3.02(e). In a separate cooperative endeavor agreement, Hyundai agreed to sell the buildings and structures, once constructed, to the Industrial Development Board of the Parish of Ascension, Inc. ("Parish IDB"), which will lease the improvements back to Hyundai under a separate agreement for $553 million. *See* § 5.04(a).

The next piece is public infrastructure. The State agreed to use reasonable best efforts to develop road and rail improvements serving the

RiverPlex MegaPark. *See* §§ 3.01, 5.08. On the road side, the agreement contemplates an overpass and related improvements near Highway 1, a two-lane road into the RiverPlex MegaPark, and an extension connecting that road to Highway 405. § 3.01(a). On the rail side, the agreement contemplates a rail extension from the Union Pacific mainline near Highway 1 into RiverPlex MegaPark, along with related storage or interchange facilities near the site. § 3.01(b). Ascension Parish will likewise contribute local infrastructure. *See* § 5.04(b)–(c). Those improvements will remain public infrastructure and, in part, serve the Hyundai facility.

The Agreement also makes two incentives available. The first is the Louisiana Quality Jobs Program. *See* La. R.S. 51:2451 *et seq*. Hyundai agreed to pursue that statutory program when its facility opened, and LED agreed to negotiate in good faith the separate contracts needed to provide it at that time. § 3.04(a)–(b). Those separate contracts run with the Louisiana Board of Commerce and Industry, require the Governor's approval, and last up to five years. § 3.04(b); *see* La. R.S. 51:2454(A). The program rebates state payroll or sales-and-use taxes based on a company's gross payroll for new direct jobs. *See* La. R.S. 51:2455(A), 51:2456(B). If Hyundai timely applies for the program but is denied for reasons other than its own late filing or administrative error and no substitute LED funding is available, Hyundai may offset its PILOT payments to the Parish IDB by the amount of the foregone incentive. § 3.04(c). Those PILOT Payments are the lease payments due under the separate parish cooperative endeavor agreement. *See* § 5.04(a). The offset, moreover, is capped at $125 million, may be taken only as the incentive would have been paid, and is restored if the incentive is later approved or substitute funding becomes available. § 3.04(c)

The second incentive is a performance-based grant from LED. Subject to appropriation by the Legislature, LED agreed to pay Hyundai up to $20 million per year for up to five consecutive years beginning in January 2026, not to exceed $100 million in the aggregate. § 3.05(a)(i). The grant reimburses defined development and construction costs, and is conditioned on Hyundai's meeting its Capital Investment targets and remaining out of default. § 3.05(a)(i). If the Company invests beyond its annual target, the grant may be accelerated, again subject to appropriation. § 3.05(a)(ii). If the Company falls short, LED may reduce the grant pro rata, with the withheld amount disbursed if the Company later catches up. § 3.05(a)(iii). And if the Company defaults, LED may recoup what it has paid. § 3.05(a)(iv); *see also* art. VIII.

Finally, the Agreement contemplates workforce development to staff the facility. The State and LED agreed to develop and construct a training center in nearby Donaldsonville dedicated to training the facility's prospective and existing employees. § 3.06. That center is to be governed by a separate cooperative endeavor agreement with the Louisiana Community and Technical College System, which would operate it. § 3.06. LED separately committed its FastStart division to assist with recruitment and customized training during the facility's start-up. § 3.07.

All of the Agreement's forward-looking State payments depend on legislative appropriation. §§ 6.01–6.04. LED agreed to request the necessary funds and to use reasonable best efforts to secure their appropriation, but it made no promise that the Legislature would appropriate them. § 6.01. If the Legislature does not appropriate the funds, that is not a default, and the Agreement remains in effect. § 6.02. The State's obligations are instead suspended until funding resumes, and Hyundai's obligations suspend in turn; once the State becomes current, both sides' obligations revive as though no interruption had occurred, and the State pays any amounts owed for periods in which the Company performed. § 6.02. If the State remains unfunded for a year, the Company may terminate the Agreement. § 6.03. Alternatively, the Company may offset its PILOT Payments to the Parish IDB by the amount left unpaid for lack of appropriation, capped at $250 million, taken only as the payments would have come due, and repaid to the Parish IDB within sixty days if the Legislature later appropriates the funds and the State pays what it owes. § 6.04.

B. Performance is well underway on every piece of the bargain.

Land. Hyundai acquired the purchase options, the State acquired the parcels identified in Exhibit A through LED's Rapid Response Fund, La. R.S. 51:2361(B)(2),[1] and, on January 5, 2026, the State took fee title to all of them, *see, e.g.*, Ascension Assessor, Parcel No. 267402, t.ly/1idR. And construction has already begun on Hyundai's steel manufacturing facility, with a target date of competition in 2029. *See* John Ory Dupon, *Hyundai construction set to begin first quarter of 2026*, Plaquemine Post South (Dec. 16, 2025), perma.cc/8VRK-UXLZ.

Infrastructure. The road and rail improvements are also in progress as public projects funded through the standard capital-outlay process (and, where necessary, subject to Bond Commission approval). *See* 2025 La. Acts No. 2, § 05/250, p.16. And the Legislature has carried these projects forward in the 2026–2027 capital outlay. 2026 La. H.B. 2, § 05/250, pp.14–15 (sent to Governor for executive approval).

Incentives. The Louisiana Quality Jobs Program remains available to Hyundai, *see* La. R.S. 51:2451 *et seq*., but Hyundai will not meet its eligibility criteria until it creates those direct jobs. And while LED has yet to pay the first performance-based grant of $20 million, it has every intention of doing so from its general fund, which has already been appropriated by the Legislature. *See* 2025 La. Acts No. 1, Schedule 05, pp.48–49; *see also* La. Div. of Admin., *Means of Finance Summary: Louisiana Economic Development (05A), Fiscal Year 2025–2026* (June 30, 2025), perma.cc/4T8K-WU29.

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[1] *See* Revenue Estimating Conference, *Fiscal Year 2025–2026 Forecast — Statutory Dedications sched. E2* (adopted May 8, 2026), perma.cc/QV42-CJB8 (estimating a balance of $72 million in that fund).

Workforce Development. The State also broke ground on the River Parishes Community College Hyundai Steel Training Center in February. Press Release, River Parishes Community College, *RPCC, Hyundai Posco Louisiana Steel, and State Leaders Break Ground on New Training Center in Donaldsonville* (Feb. 6, 2026), perma.cc/EX6W-6VWS. And the Legislature has since appropriated $3,300,000 for its continued operation. *See* 2026 La. H.B. 1, § 19-649, p.151 (sent to Governor for executive approval).

C. Notwithstanding the reality on the ground, in April 2026, two organizations and the Pastor of a St. James Parish church sued the State and LED to nullify the Agreement by declaratory judgment. *See* Pet. for Decl. and Inj. Relief ("Pet.") ¶¶ 1–3 (Apr. 2, 2026); *see* ¶¶ 8–29. They believe it violates Article VII, § 8(B) of the Louisiana Constitution, ¶¶ 30–47, and Louisiana Revised Statutes 39:1410.31, ¶¶ 48–57, and 33:9029.2(A), ¶¶ 58–61. They request just two declaratory judgments and no other relief: (1) "the CEA between Defendants and Hyundai must be subject to public notice and review and approval by the State Bond Commission," and (2) "the CEA [is] null and void." Pet. at 14. The Court should dismiss their suit.

STANDARD OF REVIEW

Lack of subject matter jurisdiction. An exception based on lack of subject matter jurisdiction tests the court's jurisdiction to consider a claim. While "[g]enerally" district courts "have original jurisdiction over all civil and criminal matters," *Christian Sch., Inc. v. La. High Sch.*

Athletic Ass'n, 2020-0762 (La. App. 1 Cir. 5/18/22), 342 So. 3d 1068, 1072, *writ denied*, 2022-01015 (La. 10/12/22), 348 So. 3d 78, "the sovereign immunity defense is a challenge to the exercise of a state court's subject matter jurisdiction," *Livingston Par. Police Jury v. Shipyard*, 563 So. 2d 394, 398 (La. App. 1 Cir.), *writ denied*, 567 So. 2d 108 (La. 1990).

No right of action. An exception of no right of action tests whether the "legal action" is "brought only by a person having a real and actual interest in doing so." *Vinton Harbor & Terminal Dist. v. Reunion Energy Co.*, 25-0971 (La. 5/29/26), __ So. 3d __, 2026 WL 1584405, at *2 (citing La. C.C.P. art. 681). "When the facts alleged in the petition provide a remedy under the law to someone, but the plaintiff who seeks the relief is not the person in whose favor the law extends the remedy, the proper objection is no right of action." *Id.* (quoting *Caldwell v. Molina Healthcare, Inc.*, 18-1768, pp. 5–6 (La. 5/8/19), 283 So. 3d 472, 477).

No cause of action. An exception of no cause of action tests the legal sufficiency of the petition by determining whether the law affords a remedy on the facts alleged. *McCarthy v. Evolution Petroleum Corp.*, 14-2607 (La. 10/14/15), 180 So. 3d 252, 257. For the purposes of the exception, the well-pleaded factual allegations in the petition are taken as true. *Farmco, Inc. v. W. Baton Rouge Par. Governing Council*, 01-1086 (La. 6/15/01), 789 So. 2d 568, 569. But legal conclusions and conclusory factual allegations are not entitled to the same presumption. *Wederstrandt v. Kol*, 22-1570 (La. 6/27/23), 366 So. 3d 47, 51, *reh'g denied*, 22-1570 (La. 9/8/23), 370 So. 3d 457; *Labranche v. Landry*, 22-461 (La. App. 1 Cir. 12/15/22), 357 So. 3d 395, 403.

Nonjoinder. "Nonjoinder of a party under La. C.C.P. arts. 641 and 642 is a peremptory exception." *Brubaker v. Houma Police Dep't*, 2023-1330 (La. App. 1 Cir. 10/16/24), 2024 WL 4500088, at *5. For purposes of Article 641, "[a] person should be deemed needed for just adjudication only when absolutely necessary to protect substantial rights." *Id.* at *6. And Article 642, in turn, "provides that if a person described in La. C.C.P. art. 641 cannot be made a party, the district court shall determine if an action should proceed among the parties before it or should be dismissed." *Id.* Either way, "[a]n adjudication made without making a person described in La. C.C.P. art. 641 a party to the litigation is an absolute nullity." *First NBC Bank v. River Park Dev., LLC*, 2021-1210 (La. App. 1 Cir. 9/16/22), 353 So. 3d 193, 197.

ARGUMENT

I. PEREMPTORY EXCEPTIONS BASED ON NO RIGHT OF ACTION

These Plaintiffs lack a judicial right of action for the declaration they seek, and they lack any right of action especially against the Division of Administration.

A. Plaintiffs Have No Right of Action.

Plaintiffs cannot sue the State over a multi-billion-dollar cooperative endeavor agreement. That is most fundamentally because they lack any "real and actual interest which [they] assert[].'" La. C.C.P. art. 681. Neither of the organizational plaintiffs nor Pastor Joseph "is a member of the class of persons that has a legal interest in the subject matter of the litigation." *Vinton Harbor*, 2026 WL 1584405, at *2; *see Howard v. Administrators of Tulane Educ. Fund*, 2007-2224 (La. 7/1/08), 986 So. 2d 47, 60. The law contemplates that a declaratory judgment related to a contract is available only to a "person interested under" the contract "whose rights, status, or other legal relations are affected by … [that] contract" such that they can "obtain a declaration of rights, status or other legal relations thereunder." La. C.C.P. art. 1872.

These Plaintiffs are strangers to the Agreement. None is a party to it. None is named in it, holds any right under it, or owes any obligation by reason of it. The Agreement runs between the State, LED, and Hyundai Steel Company alone, and it confers rights and imposes duties on those three parties and no one else. Plaintiffs identify no provision of the Agreement that touches them, and there is none: Their petition pleads only that Rural Roots, Pastor Joseph, and the Bucket Brigade live, work, own property, or pay taxes in Ascension Parish or the State. Pet. ¶¶ 1–3. That describes a generalized interest in how the State spends money, but not any "rights, status, or other legal relations" arising "under" the Agreement that could be altered by a declaratory judgment as required by La. C.C.P. art. 1872. Their action is thus "barred by effect of law," *Vinton Harbor*, 2026 WL 1584405, at *2, and must be dismissed.

B. At Minimum, Plaintiffs Cannot Sue the Division of Administration.

Plaintiffs cannot sue the Division of Administration in any event. As the Louisiana Supreme Court recently cautioned, "the final question" in the right of action inquiry "is whether [these defendants] may be considered proper defendants." *Vinton Harbor*, 2026 WL 1584405, at *8. The Division of Administration cannot be considered a proper defendant because the Division, as "as a division of the office of the governor," La. R.S. 39:1, is not a juridical person "to which the law attributes personality," La. C.C. art. 24, for purposes of declaratory-judgment actions that attempt to nullify cooperative endeavor agreements. *See Roberts v. Sewerage & Water Bd. of New Orleans*, 634 So. 2d 341, 346–47 (La. 1994) (collecting cases). At the very least, therefore, the action against the Division of Administration must be dismissed.

II. PEREMPTORY EXCEPTIONS BASED ON LACK OF JURISDICTION

This Court should dismiss for two independent jurisdictional reasons: Plaintiffs lack standing, and the relief they seek would redress nothing.

A. Plaintiffs Lack Standing.

Plaintiffs independently lack standing to sue the State over a multi-billion-dollar cooperative endeavor agreement to which they are not a party. Standing is a "threshold requirement that must be satisfied before reaching a constitutional issue." *Lift La. v. State of Louisiana*, 2021-1453 (La. App. 1 Cir. 6/3/22), 343 So. 3d 203, 207 (citing *In re Melancon*, 2005-

1702 (La. 7/10/06), 935 So. 2d 661, 667). A plaintiff must do more than complain of a state action's "defect in its application to third parties in hypothetical situations." *In re Melancon*, 935 So. 2d at 667–68. And a declaratory-judgment action still demands "a concrete, justiciable controversy"—*i.e.*, "an existing actual and substantial dispute," not "one that is merely hypothetical or abstract." *St. Tammany Par. Gov't v. Montgomery*, 2025-0146 (La. App. 1 Cir. 5/19/26) __ So. 3d __, 2026 WL 1407645, at *3.

Plaintiffs are precisely the kind of litigants this rule excludes. Their complaint is not that the Agreement invades any right of their own; it is that the State should have routed the Agreement through the Bond Commission and published notice of it. *See* Pet. ¶¶ 30–61. But those requirements do not vest these Plaintiffs with any enforceable interest. Plaintiffs plead only that they reside, own property, work, pay taxes, or have employees in Ascension Parish or the State. Pet. ¶¶ 1–3. That is a generalized grievance about how the State conducts its affairs, shared with every other citizen, and it does not supply the "concrete, justiciable controversy" a declaratory action requires. A declaration that certain provisions of the Agreement are valid or void would resolve the rights of the State, LED, and Hyundai. But as to Rural Roots, Pastor Joseph, or the Bucket Brigade, it would be an advisory opinion.

B. Plaintiffs Seek Relief that Would Redress Nothing.

Even if a justiciable controversy ever existed, it does not now. "It is well settled that courts will not decide abstract, hypothetical, or moot controversies, or render advisory opinions with respect to such controversies." *Felder v. Pol. Firm, L.L.C.*, 2014-1266 (La. App. 1 Cir. 4/24/15), 170 So. 3d 1022, 1026. The declaratory relief Plaintiffs seek is moot, *see* Pet. at 14, because a declaration would change nothing in reality that supposedly matters to them.

Consistent with the Agreement, by June 2025, the Legislature appropriated the funds necessary for the public infrastructure and workforce development, subject to Bond Commission approvals where necessary. *See supra* Background B. The State purchased the land with appropriated funds from the statutorily dedicated Rapid Response Fund. *See supra* Background B. And the remaining incentives are already appropriated and available by law. *See supra* Background B; *see also* La. R.S. 51:2451 *et seq.* Plaintiffs' theory supposes an open question in May 2025 about whether the State would fund the Agreement by debt or by appropriation. But that choice was always the Legislature's to make under the Agreement, *see* Agreement § 6.01, and it is making it through the ordinary appropriations process. A declaration about Bond Commission approval or public notice would neither direct that process nor halt it. *See Felder*, 170 So. 3d at 1026. It would leave Plaintiffs exactly where they stand today, which is to say it would be advisory.

III. PEREMPTORY EXCEPTIONS BASED ON NO CAUSE OF ACTION

The declaratory-judgment claim likewise fails on its merits.

A. Plaintiffs' Constitutional Theory Fails.

Plaintiffs' constitutional theory rests on a category error: Article VII, § 8(B) governs state debt, and the Agreement creates none. Under the Louisiana Constitution, the State may not "issue[] or s[ell]" "bonds or other obligations" without "prior written approval of the bond commission." La. Const. art. VII, § 8(B). But "the State is not 'issuing' or 'selling' obligations" within the meaning of that provision every time it contracts. La. Att'y Gen. Op. No. 19-0093 (Aug. 9, 2019), 2019 WL 4451109, at *2. "Debt is more than an obligation to pay a sum of money." La. Att'y Gen. Op. No. 05-0039 (July 13, 2006), 2006 WL 2382144, at *2.

Bond commission approval is therefore not required for multi-year cooperative endeavor agreements "that contain a non-appropriation or appropriation-dependency clause." La. Att'y Gen. Op. No. 20-0115 (Oct. 1, 2020), 2020 WL 6946022, at *4; *accord* La. Att'y Gen. Op. No. 10-0181 (Nov. 8, 2010), 2010 WL 5120064, at *1. That is because "[s]uch a clause, in essence, states that the contract is funded on a fiscal year to fiscal year basis and only involves currently appropriated revenue, and, therefore, does not incur indebtedness." La. Att'y Gen. Op. No. 14-0041 (Apr. 11, 2014), 2014 WL 1875659, at *1. And the same is true even when "there is a 'termination fee' associated with a failure to appropriate," because nothing can "compel the State to pay it" absent an appropriation. La. Att'y Gen. Op. No. 19-0093, 2019 WL 4451109, at *2; *see Hoag v. State*, 04-0857 (La. 12/1/04), 889 So. 2d 1019, 1024–25.

The Agreement contains exactly the kind of appropriation-dependent clause these authorities describe. Every forward-looking State payment "depend[s] on legislative appropriation." Agreement § 6.01. LED specifically promised only to request the funds and to use reasonable best efforts to secure them, but it made no promise that the Legislature would appropriate anything. § 6.01. And if the Legislature does not appropriate the funds, or the Governor vetoes or reduces them, that is "not a default" under the Agreement. § 6.02. A multi-year agreement the Legislature can decline to fund, with no enforceable claim against it, "does not incur indebtedness" for purposes of Article VII, § 8(B). La. Att'y Gen. Op. No. 14-0041, 2014 WL 1875659, at *1.

Perhaps recognizing this problem, Plaintiffs responded that the non-appropriation clause does not save the Agreement because "Ascension Parish" would still owe something upon a termination for non-appropriation. ¶¶ 52–53. But that misunderstands the Agreement and the law. The Agreement places that obligation on the *Ascension Parish IDB*, not Ascension Parish or the State itself. Agreement § 6.04. That matters because Article VII, § 8(B) governs bonds and other obligations of "the state." Because "industrial development boards are local public corporations," they "do not qualify as state boards, agencies, or commissions" that must seek bond commission approval. La. Att'y Gen. Op. No. 80-750 (June 9, 1980), 1980 WL 116173, at *1. An obligation of the Parish IDB is therefore not an obligation of "the state" within the meaning of § 8(B), and the bond commission's approval has nothing to operate on. Plaintiffs' constitutional theory is thus a nonstarter.

B. Plaintiffs' Statutory Theory Fails.

Plaintiffs' statutory theory fares no better, and for overlapping reasons and more.

First, for the same reasons the Agreement is outside Article VII, § 8(B), it is also outside La. R.S. 39:1410.31. *See supra* Part III.A. That statute is "inapplicable" when the agreement has an "appropriation dependency clause[.]" La. Att'y Gen. Op. No. 19-0093, 2019 WL 4451109, at *2; *accord* La. Att'y Gen. Op. No. 95-342 (Feb. 7, 1996), 1996 WL 109528, at *2–3. Nor does would it apply to the Ascension Parish IDB, *see* ¶¶ 52–53, because it is not a "state board, department, commission, authority or agency." La. R.S. 39:1410.31(A); *see* La. Att'y Gen. Op. No. 80-750 (June 9, 1980), 1980 WL 116173, at *1.

Second, and independently, this is not the kind of agreement La. R.S. 39:1410.31 contemplates. While it uses "the general term 'agreement,' the word is followed by specific types of agreements (i.e., lease, lease-purchase, and third party financing)." La. Att'y Gen. Op. No. 93-790 (Jan. 6, 1994), 1994 WL 43486, at *2. It follows that the statute only reaches "agreements involving the incurring of indebtedness and/or payment of the purchase price over a period of time." *Id.*; *accord* La. Att'y Gen. Op. No. 19-0093 (Aug. 9, 2019), 2019 WL 4451109, at *3. But this Agreement neither incurs debt nor pays for a purchase over time, so it is not an "agreement" within the context of the statute.

Third, even if La. R.S. 39:1410.31 reached some part of this Agreement, the statute excludes the pieces Plaintiffs attack. The statute does "not apply to capital outlay projects approved by the legislature," La. R.S. 39:1410.31(C), and the road, rail and training-center projects are exactly that, *see* 2025 La. Acts No. 2, § 05/250, p.16. The land acquisition through Rapid Response Fund, along with the performance-based incentives paid through the Louisiana Quality Jobs Program and LED general fund, are all likewise excluded from the statute because they are "expenditure[s] of funds previously appropriated by the legislature." La. R.S. 1410.31(C).

Any one of these reasons independently defeats Plaintiffs' statutory theory. To avoid that commonsense result, Plaintiffs dramatically overread *23rd Psalm Trucking, L.L.C. v. Madison Par. Police Jury*, 2024-00808 (La. 6/27/25), 413 So. 3d 370 (plurality op.). *See* Pet. ¶¶ 31–32. Not only is that plurality opinion of limited precedential value,[2] Justice McCallum construed a *different* statute, La. R.S. 39:1410.60, which governs "Local Government Finances" and the authority of *parishes and municipalities*

[2] While the result commanded five votes, Justice McCallum wrote for only himself and Justice Cole with Justice Crain concurring, Justices Griffin and Guidry concurring only in the result, and Chief Justice Weimer and Justice Hughes dissenting. Because it is a plurality opinion, it "is of little value as precedent and should properly be limited to the facts of that case only." *Citizen Comm. for Better L. Enf't v. City of Lafayette*, 95-1630 (La. App. 3 Cir. 11/20/96), 685 So. 2d 289, 293, *writ denied*, 96-3087 (La. 2/7/97), 688 So. 2d 507. Indeed, both Justices McCallum and Cole themselves have recently stressed this limiting principle in other cases. *See Bowman v. Williams*, 2026-00187 (La. 4/28/26) __ So. 3d __, 2026 WL 1145502, at *3 (McCallum, J.) ("Nothing else, no other results and no other dicta, obtained a majority of the panel of three."); *State v. Lopez*, 2026-00179 (La. 4/28/26) __ So. 3d __, 2026 WL 1145506, at *1 (Cole, J.) (explaining *Marks v. United States*, 430 U.S. 188, 193 (1977)).

to incur debt. *23rd Psalm Trucking*, 413 So. 3d at 376. Justice McCallum's reading of "debt" for purposes of that statute was driven by the unique context before the Court—a municipal waste-collection contract—and by the related provisions like the public bidding statute for that particular type of contract, which treats a "nonappropriation clause" as what keeps such a contract from "be[ing] considered a debt." *Id.* at 380–81 (citing La. R.S. 38:2212(U)). But La. R.S. 39:1410.31 incorporates none of that framework. It is a separate statute, in a different Part, with its own definitions and exclusions that resolve this case regardless of how "debt" is defined under the separate provision at issue in *23rd Psalm Trucking*.

Because neither the Constitution nor the statutes Plaintiffs invoke reaches this Agreement, the petition states no cause of action and should be dismissed.

IV. PEREMPTORY EXCEPTIONS BASED ON NONJOINDER

Should the Court somehow conclude that Plaintiffs have a right of action, that a justiciable controversy exists, and that the claim is neither premature nor resolved (it should not), one defect would still independently bar the relief Plaintiffs seek: their failure to join Hyundai and the Parish IDB. That is because, for any declaratory-judgment action, "all persons shall be made parties who have or claim any interest which would be affected by the declaration." La. C.C.P. art. 1880; *accord* La. C.C.P. art. 641. As a party to the Agreement, Hyundai's rights necessarily would be affected by any declaration. And as a third-party beneficiary to the Agreement, the Parish IDB's rights necessarily would be affected by any declaration. Plaintiffs' failure to name them as defendants is thus an independent defect requiring, at the least, that Plaintiffs replead to join all necessary parties, *see* La. C.C.P. art. 641, or dismiss the case if they cannot do so, *see* La. C.C.P. art. 642.

CONCLUSION

The Court should grant the State's peremptory exceptions and dismiss Plaintiffs' declaratory-judgment action with prejudice.

Dated: June 4, 2026

Respectfully submitted,

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Dated: June 4, 2026

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STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
19TH JUDICIAL DISTRICT COURT

RURAL ROOTS LOUISIANA ET AL., PLAINTIFFS, v. THE STATE OF LOUISIANA, through Division of Administration ET AL., DEFENDANTS.	DIVISION: D SECTION: 25 CASE NO: 2026-776408

[PROPOSED] ORDER

Considering the foregoing Defendants' Peremptory and Dilatory Exceptions,

IT IS ORDERED that Defendants' Peremptory Exceptions Based On No Cause of Action is **GRANTED**. Because Plaintiff cannot state claim for relief on Count 1, those claims are **DISMISSED with prejudice**.

IT IS FURTHER ORDERED that Defendants' Peremptory Exceptions Based On Lack of Subject Matter Jurisdiction is **GRANTED**. Because Plaintiff cannot state claim for relief on Count 1, those claims are **DISMISSED with prejudice**.

IT IS FURTHER ORDERED that Defendants' Peremptory Exception For No Right of Action is **GRANTED**. Because Plaintiff cannot state claim for relief on Count 1, that claim is **DISMISSED with prejudice.**

IT IS FURTHER ORDERED that Defendants' Peremptory Exception for Nonjoinder is **GRANTED**. Because Plaintiff failed to join necessary parties, Plaintiffs must replead to join all necessary parties, *see* La. C.C.P. art. 641, or dismiss the case if they cannot do so, *see* La. C.C.P. art. 642

So ordered. Baton Rouge, Louisiana, this ___ day of June, 2026.

____

HONORABLE William Jorden
DIVISION D, SECTION 26
19th JUDICIALDISTRICT COURT

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the above and foregoing has this date been served upon all parties to this proceeding by email or by mailing same to each by First Class United States mail, properly addressed and postage paid on this 4th day of June, 2026.

/s/ Zachary Faircloth
ZACHARY FAIRCLOTH (LA. 39875)