

**19th JUDICIAL DISTRICT COURT  
PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA**

NO. \_\_\_\_\_

DIV. \_\_\_\_\_

**RURAL ROOTS LOUISIANA,  
HARRY JOSEPH SR., and LOUISIANA BUCKET BRIGADE,**

*Plaintiffs,*

**VERSUS**

**THE STATE OF LOUISIANA, through Division of Administration, Tayler F. Barras,  
Commissioner, and LOUISIANA ECONOMIC DEVELOPMENT, through Susan  
Bourgeois, Secretary,**

*Defendants.*

**PETITION FOR DECLARATORY AND INJUNCTIVE RELIEF**

**NOW INTO COURT**, through undersigned counsel, come Rural Roots Louisiana, Pastor Harry Joseph Sr., and the Louisiana Bucket Brigade (collectively, “Plaintiffs”), who bring this action pursuant to La. Code of Civ. Proc. Art. 1871 for declaratory and injunctive relief to obtain a judicial determination as to whether a Cooperative Endeavor Agreement entered into by the Louisiana Division of Administration and Louisiana Economic Development (“LED”) (collectively, “Defendants”) with Hyundai Steel Corporation (the “CEA”) must have been submitted to the State Bond Commission for approval pursuant to the Louisiana Constitution of 1974 and subject to public notice.

**BACKGROUND**

1. The State of Louisiana has proposed to massively subsidize a private project—a Hyundai Steel facility on the west bank of the Mississippi River in Ascension Parish. In addition to more than one billion dollars in tax exemptions, the CEA commits the State of Louisiana to directly spend more than \$200 million in public funds on land purchases, infrastructure improvements, and reimbursements to Hyundai for the construction costs of a facility that will involve CO<sub>2</sub> pipeline and carbon capture infrastructure. As a Hyundai representative put it in an email to LED, the State is giving the foreign corporation “free land and infrastructure.”

2. Louisiana law, however, places guardrails around massive obligations of taxpayer money like this. In particular, the Louisiana Constitution and relevant state law require that the State Bond Commission review and approve such agreements and that there must be public notice of the agreement. But it appears that has not happened here. In response to a public records request, the Bond Commission confirmed that it had no record of an application for approval of the CEA. Neither LED nor the Division of Administration have provided any record of an application to the Bond Commission or public notice of the agreement, despite Plaintiffs' requests. LED confirmed it had no record of public notice relating to the CEA.

3. The project has been shrouded in secrecy and subject to numerous Non-Disclosure Agreements with state and local officials.<sup>1</sup> State and parish entities have withheld numerous public records claiming they are confidential under a controversial 2024 amendment to the Public Records Law.

4. In light of the massive expenditure of taxpayer funds promised by the State in the CEA, and concerned about the secrecy and lack of transparency surrounding a project of this magnitude and the need to assure that laws intended to protect the public fisc are followed, Plaintiffs plead as follows:

### **PARTIES**

1. Plaintiff Rural Roots Louisiana ("Rural Roots") was founded in 2023, in Donaldsonville, Louisiana. Its mission is to introduce children to environmental justice, provide literacy programs, promote community stewardship and earth care, help make communities aware and educate kids on social justice by teaching art and gardening. Rural Roots' officers and members live in Ascension Parish, and some in the area targeted for construction of the Hyundai Steel mill contemplated in the CEA at issue in this matter. Rural Roots purchases goods within the district and pays sales taxes to the State of Louisiana and Parish of Ascension.

2. Pastor Harry Joseph Sr. is a pastor and resident of Ascension Parish. He owns property, purchases goods, and pays sales taxes in the State and Ascension Parish, and resides in an area that would be affected by the construction and operation of the Hyundai facility.

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<sup>1</sup> Wesley Muller, *Lawsuits over Ascension economic records challenge secrecy of industrial deals*, LOUISIANA ILLUMINATOR (Dec. 12, 2025), <https://lailluminator.com/2025/12/12/lawsuit-ascension-economic-records/>.

3. Louisiana Bucket Brigade (“Bucket Brigade”), is a Louisiana nonprofit organization, based in New Orleans, that works for environmental health and justice with communities in Louisiana located near heavy industry. The organization works to achieve a healthy, prosperous, pollution-free and just state where people, their health and environment are valued over profit. The Bucket Brigade has staff who work in Ascension Parish. The Bucket Brigade purchases goods within the state and parish and pays sales taxes to the State of Louisiana.

4. Defendant Division of Administration is a state agency created by statute pursuant to La. R.S. § 39:1 *et seq.* that entered into the CEA at issue here on behalf of the State of Louisiana. The agency is headed by Taylor F. Barras, Commissioner.

5. Defendant Louisiana Economic Development is an agency of the state of Louisiana created pursuant to La. R.S. § 36:101 *et seq.* that entered into the CEA at issue here. The agency is headed by Susan Bourgeois, Secretary.

#### **JURISDICTION AND VENUE**

6. This court has jurisdiction over this matter pursuant to La. Const. Art. 7, Sec. 8, governing the State Bond Commission, LA. Code of Civ. Proc. Art. 1871, governing actions for declaratory relief, R.S. § 39:1410.31, concerning agreements for the outlay of funds for capital improvement or expenditure, and La. R.S. § 33:9029.2 concerning “Cooperative endeavors involving the state.”

7. Venue is proper in this court for actions against state agencies, pursuant to La. R.S. § 13:5104, as it presides in the judicial district in which the state capital is located.

#### **FACTS**

8. On May 9, 2025, the Louisiana Division of Administration, through its Commissioner, Tyler F. Barras, and Louisiana Economic Development (“LED”), through its Secretary, Susan B. Bourgeois and Deputy Secretary Anne G. Villa, entered into a Cooperative Endeavor Agreement (the “CEA”) with Hyundai Steel Company (hereinafter “Hyundai”). *See* CEA annexed hereto as Exhibit A.

9. Through the CEA, the Defendants committed the State of Louisiana to provide Hyundai with “certain incentives” dealing with immovable property and infrastructure in exchange for the company locating in Ascension Parish.<sup>2</sup>

10. **Land Purchase and Reimbursement for Construction.** In particular, the State agreed in the CEA to commit more than \$200 million in public funds as incentives for Hyundai which include:

- a) Up to \$100 million in public funds the State would use to acquire ownership of the land where Hyundai would build its facility;<sup>3</sup>
- b) Up to \$100 million in public funds to reimburse Hyundai for building construction, land/site improvements, and other infrastructure improvements, including access roads, site improvements, utilities and water upgrades.<sup>4</sup>

11. **Infrastructure Improvements.** In addition to purchasing and giving the land to Hyundai and reimbursing the company for up to a \$100 million in its expenses for construction and site improvements, the State committed to “engineer, design and construct, or cause to be engineered, designed, and constructed, at no cost or expense to” Hyundai or its affiliates:

- a) An overpass and other modifications to Louisiana Highway 1, a two-way surface road for access to the site from Highway 1, and an extension of the road;<sup>5</sup>
- b) A rail extension to the proposed site and a rail-interchange loop.<sup>6</sup>

12. The CEA did not include a dollar amount or estimate of the costs of engineering, designing, and constructing the overpass, surface road, or rail extension and interchange loop.

13. As seen in the following screenshot of a spreadsheet attached to an email from a Hyundai representative to LED, the company described the State’s agreement regarding the land purchase and infrastructure improvements as “free land and infrastructure.”<sup>7</sup>

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<sup>2</sup> CEA at 2.

<sup>3</sup> CEA Sec. 3.02(a)-(e)) and CEA Ex. D entitled “Project Budget Summary.”

<sup>4</sup> CEA Sec. 3.05 and CEA Ex. D entitled “Project Budget Summary.”

<sup>5</sup> CEA Sec. 3.01(a).

<sup>6</sup> CEA Sec. 3.01(b).

<sup>7</sup> Email from Bong Jun Yoon to Jacob Ellis, March 11, 2025, with attachment on file with plaintiffs.

Detail of Spreadsheet attached to Hyundai email to LED.

Free Land and Infrastructure	<b>Incentive Calculation</b>
	<b>Riverplex Infrastructure Value Directly Benefitting WGS</b>
	Of the indicated \$230M infrastructure that is being funded by the WGS PILOT Program. We consider it an additional access point to the WGS site and add
	Back Up Data
	Back Up Data
	M&E TIF Value
	Back Up Data
	Back Up Data
	Building Materials TIF Value
	<b>Open Questions:</b>
The value is simply spread over the construction period	
Free Land and Infrastructure	<b>Incentive Calculation</b>
	<b>Inclusion of Land into PILOT Agreement</b>
	The State of Louisiana is in a position to secure the Mulberry Grove Plantation site within the Riverplex Megapark for the benefit of the Company. The State of Louisiana, through the PILOT, will lease the land back to the Project.

14. **Ground Lease.** Further, the State agreed to then lease the land it would purchase to Hyundai at a rental rate of one dollar per year (\$1 USD) “plus other good and valuable consideration pursuant to a written ground lease agreement” for a term not to exceed 99 years.<sup>8</sup>

15. According to the CEA, the ground lease would also give Hyundai the exclusive option to purchase the land from the State for a purchase price of \$99.00 on or after the 32<sup>nd</sup> year from the commencement date of the Ground Lease.<sup>9</sup>

16. In a Letter of Intent (“LOI”) sent from LED to Hyundai in December 2024, LED estimated the “tax benefit [for Hyundai] of state-owned land for a 30-year period at \$37.0 million.”<sup>10</sup>

17. **PILOT Agreement with Parish.** The CEA also provides that Hyundai would enter into an agreement with the Ascension Parish Industrial Development Board (“IDB”) wherein it would transfer ownership of its physical Plant, i.e. the “structures, building and other

<sup>8</sup> CEA Sec. 3.03(a).

<sup>9</sup> CEA Sec. 3.03(b).

<sup>10</sup> Letter of Intent from Susan Bonett Bourgeois, Secretary Louisiana Economic Development, to Gang Hyun Seo, President/CEO, Hyundai Steel Co. (Dec. 5, 2024), annexed hereto as Exhibit B, (available at [https://cdn.prod.website-files.com/62963b843bd3a03f930371e2/68b891b73844440627e04802\\_LED%20LOI%20to%20Hyundai%20Steel.pdf](https://cdn.prod.website-files.com/62963b843bd3a03f930371e2/68b891b73844440627e04802_LED%20LOI%20to%20Hyundai%20Steel.pdf)).

improvements” on the site, to the IDB so that the IDB could then lease the Plant back to Hyundai with a lease term of 32 years.<sup>11</sup>

18. The Agreement allows Hyundai to make “Payments In Lieu of Taxes” (PILOTs) as lease payments, which are far less than it would be required to pay in taxes if it retained ownership of the physical plant. In a letter of intent from LED to Hyundai, the State estimated that the PILOT agreement would save Hyundai approximately \$1.2 billion in taxes over the 32-year agreement period.<sup>12</sup> Instead, Hyundai would be allowed to pay \$553 million over the 32-year agreement.<sup>13</sup>

19. Plaintiffs have requested records relating to any agreement between IDB and Hyundai from Ascension Parish but the Parish has refused to provide any records in response, claiming they are confidential under the 2024 amendment to the Public Records Law at La. R.S. § 44:22.2, that exempts records pertaining to active negotiations of economic development projects.

20. **Quality Jobs Incentives.** The CEA also contains a section that provides Hyundai a 4% or 6% rebate on gross annual payrolls, and a 1.5% rebate on capital expenditures.<sup>14</sup>

21. **Termination Due to Non-Appropriation.** The CEA also contains a section entitled “Non-Appropriation” which addresses the situation where the State fails to appropriate funds sufficient to support the financial commitments the State undertook in the CEA and provides that in such a case those parts of the agreement are “subject to termination or reduction due to unavailability of funding.”<sup>15</sup>

22. Sec. 6.03 of the Non-Appropriation section of the CEA allows the Company to terminate the Agreement when the State “fail[s] to become current on any of its State Investment due to non-appropriation within a one-year period” and provides further that “[u]pon such termination, the Parties shall have no further obligations under this Agreement.”<sup>16</sup>

23. **Penalty for Termination.** However, the Non-Appropriation section of the CEA also states that the “termination remedy set forth in Section 6.03 shall be insufficient to adequately

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<sup>11</sup> CEA Sec. 5.04(a).

<sup>12</sup> *Supra* note 10.

<sup>13</sup> CEA Sec. 5.04(a)

<sup>14</sup> CEA Sec. 3.04(a).

<sup>15</sup> CEA Sec. 6.01.

<sup>16</sup> CEA Sec. 6.03.

compensate” Hyundai and/or its affiliates “for any failure by the Legislature to timely appropriate sufficient funds to pay any portion of the State Investment.”<sup>17</sup>

24. To address this, the CEA then requires the Agreement between Hyundai and the Ascension Parish IDB to allow Hyundai to reduce and offset its PILOT payments to the Parish under the lease agreement up to \$250 million. Specifically, that portion of the Non-Appropriation Section states:

Therefore, in addition to the remedy set forth in Section 6.03, the Parish Cooperative Endeavor Agreement shall provide that the Company and/or Project Affiliates shall have the right, **in the Company’s sole and absolute discretion, to proportionately reduce and offset the amount of any PILOT Payments due and payable to the Parish IDB under the Parish Cooperative Endeavor Agreement in the total amount by which any State Investment is not timely paid due to a lack of appropriations by the Legislature** (a “Non-appropriation Shortfall”); provided that, notwithstanding the foregoing, **(1) the total amount of all such reductions and offsets from any PILOT Payments shall not exceed Two Hundred Fifty Million Dollars (\$250,000,000 USD) in the aggregate;** (2) such reductions and offsets shall be taken proportionately during the time period such State Incentive payment would have been earned by the Company and/or Project Affiliate (i.e., the Company shall only be entitled to offset PILOT Payments as and when the State Incentive benefit(s) would otherwise have been received by the Company and/or Project Affiliates); and (3) if the Legislature subsequently appropriates sufficient funding to pay the State Investment, and the State thereafter pays all delinquent and unpaid portions of the State Investment required under this Agreement and the State Incentive Agreements, the Company shall thereafter pay the outstanding portion of the unpaid PILOT Payments to the Parish IDB within sixty (60) days of the State and LED fully satisfying all outstanding obligations with respect to the State Commitments. For clarity, if the Company and/or Project Affiliates offsets PILOT Payment due and payable in any given Project Year pursuant to this Section 6.04, and the amount of PILOT Payments for such Project Year is less than the total Non-appropriation Shortfall, the Company and/or Project Affiliates shall continue to offset PILOT Payments due in subsequent Project Years until the Company and Project Affiliates have offset the aggregate amount of the Nonappropriation Shortfall.<sup>18</sup>

25. To sum up, the PILOT Agreement between the Parish and Hyundai is intended to provide Hyundai with a way to avoid paying the total amount of taxes that would normally be required if it retained ownership of the Plant – estimated by the State to be over \$1.2 billion in savings to Hyundai. Through Hyundai’s transfer of ownership to the Parish, which as a local

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<sup>17</sup> CEA Sec. 6.04.

<sup>18</sup> CEA Sec. 6.04. (emphasis added)

government entity is not subject to these taxes, the Parish agrees to take less than what it is rightly owed in taxes by accepting smaller payments (PILOTs) during the lease term.

26. The CEA provides that in the event the State fails to appropriate sufficient funds to follow through on its commitments, the Parish can be penalized by Hyundai in its “sole and absolute discretion” by further reducing the monies owed to it under the PILOT agreement by up to \$250 million, allowing Hyundai to unilaterally effectively halve its PILOT commitment.

27. The Non-Appropriation provision of the CEA imposes a penalty on the Parish, and by extension, Parish residents, in the event the CEA is terminated through the State’s inability or unwillingness to fund its commitments.

28. **Quality Jobs Program Penalty:** Under the CEA, Ascension Parish can also be penalized for a decision by the Louisiana Board of Commerce and Industry or the Governor not to approve Hyundai’s Quality Jobs Incentive application, if the State or LED is not able to cover the payment of those incentives. Specifically, in the event that Hyundai’s application is not approved for “reason other than untimely application or administrative error by” Hyundai, and “substitute program funding by the State or LED is not available,” Hyundai can reduce up to \$125 million in PILOT payments due to the Parish.<sup>19</sup>

29. In other words, the Non-Appropriation penalty and the Quality Jobs Incentive penalty combined could result in Ascension Parish being penalized up to \$375 million in PILOT payments.

## **CONSTITUTIONAL AND STATUTORY FRAMEWORK**

### **I. The Louisiana Constitution Requires that State Entities Seek Approval from the State Bond Commission Before Incurring Debt.**

30. The State Bond Commission exists pursuant to Art. 7, Sec. 8(B) of the Louisiana Constitution of 1974, which mandates that “[n]o bonds or *other obligations* shall be issued or sold by the state, directly or through any state board, agency, or commission, or by any political subdivision of the state, unless prior written approval of the bond commission is obtained.” (emphasis added).

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<sup>19</sup> CEA Sec. 3.04(c).

31. With regard to agreements by state and local governments involving incurred debt, capital outlays, and expenditures, the Louisiana Supreme Court has recently reiterated that an “obligation” is a type of debt and “a legal relationship whereby a person, called the obligor, is bound to render a performance in favor of another, called the obligee,” and further that “[o]bligations arise from contracts and other declarations of will.” *23rd Psalm Trucking, L.L.C. v. Madison Par. Police Jury*, 2024-00808 (La. 6/27/25); 413 So.3d 370, 380, *reh'g denied*, 2024-00808 (La. 9/4/25); *See also, id.*, at n. 1 (citing, *inter alia*, La. Const. Art. 7, Sec. 8; La. R.S. § 39:1410.31; and La. R.S. § 1410.60).

32. In *23rd Psalm Trucking*, the Court held that a Parish’s four-year waste collection contract constituted a debt and that the contract was null and void under La. R.S. § 39:1410.63 because the Parish had not obtained the consent and approval of the Bond Commission and the contract did not include a non-appropriation clause that allowed for termination of the contract without penalty.

33. The CEA at issue here obligates the State to expend vast amounts of public funds for immovable property: to support Hyundai’s construction and operation, including purchasing the land; reimbursing Hyundai for portions of its construction costs; and undertaking extensive infrastructure improvements such as an overpass, a surface road, rail extension and exchange.

34. On top of the expenditures, reimbursements, and costs of infrastructure improvements the State agreed to bear, the CEA also allowed Hyundai to avoid paying over a billion dollars in taxes to the Parish through reduced PILOT payments.

35. The CEA also obligated the State to provide Hyundai cash grants as incentives under the Quality Jobs Program.

36. The CEA obligated the State, as an obligor, to perform these actions in favor of Hyundai.

37. The State thus incurred a substantial debt, committing to outlays of more than \$200 million in taxpayer funds, while exempting Hyundai from over a billion dollars in tax payments as confirmed in the Letter of Intent sent by LED to Hyundai.

38. Moreover, the State provided for this promised outlay of hundreds of millions of funds without prior written approval of the State Bond Commission, as required by the constitution at Art. 7, Sec. 8(B).

39. Plaintiffs submitted public records requests to both Defendants as well as the State Bond Commission seeking any records of an application to the Commission for approval of the CEA, and other records relating to the CEA.

40. On January 5, 2025, the State Bond Commission responded that it had searched its application database for approval of a CEA with Hyundai Steel Company and “no applications were found.” Email from Custodian of Records for Treasury Department,<sup>20</sup> Jan. 5, 2026, annexed hereto as Exhibit C.

41. Neither the Division of Administration nor LED have produced any applications to or written approvals from the State Bond Commission in response to Plaintiffs’ public records requests.

42. Art. 7, Sec. 8(C) of the Louisiana Constitution also requires a state agency to publish notice of its intention to issue bonds or other indebtedness in the official journal of the state.

43. LED did not publish notice of this CEA. LED confirmed that it had “no records regarding public notices or meeting minutes related to the Hyundai CEA” in response to a public records request. Email from LED custodian of records, Dec. 11, 2025, annexed hereto as Exhibit D.

44. Plaintiffs’ counsel could find no notice of the CEA in *The Advocate*, the official journal of the state, nor in the Louisiana Register, published by the Division of Administration, for the time period spanning six months prior to the CEA through the date of this filing.

45. Compliance with the official notice requirements set forth in the constitution are critical as the notice triggers a short, 30-day window in which to contest the validity of bond issuances and other indebtedness, pursuant to La. R.S. § 33:9031.1, La. R.S. § 13:5121 *et seq.*, and La. Const. Art. 7, Sec. 8(C).

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<sup>20</sup> The State Bond Commission is housed in the Louisiana Department of Treasury.

46. La. R.S. § 33:9031.1 requires that any proceedings to contest the validity of a CEA entered into by state or local government entities must follow the procedure set out for judicial determinations of the validity of bond issuances, which are found at La. R.S. § 13:5121 *et seq.* La. R.S. § 13:5122 mandates that the prescriptive period to commence such challenges set forth in the constitution applies, which is 30 days from the date of publication of the notice.

47. The CEA was not subject to public notice nor to review and approval by the State Bond Commission and as such is null and void.

**II. La. R.S. § 39:1410.31 Requires State Bond Commission Approval of Agreements Providing for Outlay of Funds for Capital Improvements or Expenditure.**

48. Implementing the constitutional requirements governing the Bond Commission's authority with regard to the State's debt, the statute governing the Bond Commission requires that any agreements by a state agency providing for the outlay of funds for capital improvements or expenditures in excess of \$100,000 in any fiscal year be submitted to the Bond Commission for approval.

49. Specifically, La. R.S. § 39:1410.31 provides:

A. *No agreement*, including, but not limited to agreements of lease, lease-purchase or third party financing, shall be entered into by, on behalf of or with the state, directly or through any state board, department, commission, authority or agency, providing for the outlay of funds in excess of one hundred thousand dollars, in any fiscal year, beginning at the expiration of the fiscal year 1977-1978, for capital improvement or expenditure, including, but not limited to, equipment, buildings, land, machinery, renovations, major repairs and construction, *without prior written approval of the State Bond Commission* or its successor.

B. *Any agreement*, including, but not limited to agreements of lease, lease-purchase or third party financing, *made in violation of the provisions of this Section shall be null and void*, and unenforceable in the courts of this state.

C. The provisions of this Section shall not apply to capital outlay projects approved by the legislature pursuant to Article 7, Section 11(B) of the Louisiana Constitution of 1974, or to the expenditure of funds previously appropriated by the legislature, or to any multi-year agreement dealing with movable property containing an appropriation dependency clause which provides for no penalty upon termination or failure to fund.

D. Any officer, official, agent or employee of the state or of any state board, department, commission, authority or agency, who enters into an agreement in violation of the provisions of this Section; or who counsels, aids or abets such a violation knowingly; shall be fined not

less than five hundred dollars and not more than one thousand dollars, and/or imprisoned for not less than sixty days nor more than six months.

E. In the event the State Bond Commission considers alternative methods for the acquisition of capital improvements, it shall approve the least expensive method of acquisition.

(emphasis added).

50. The CEA in this matter provided for the outlay of funds far in excess of \$100,000 in a fiscal year for capital improvement or expenditure, including, but not limited to, over \$200 million for the purchase of land, expenditures for renovations, major repairs, and construction.

51. While the CEA contains a Non-Appropriation clause that allows for termination of the agreement in the event the State fails to appropriate funds sufficient to meet its commitments, that Non-Appropriation clause does not exempt it from Bond Commission approval under this statute because the CEA is not an “agreement dealing with movable property.” La. R.S. § 39:1410.31.

52. In any case, the Non-Appropriation clause carries a substantial explicit penalty on Ascension Parish up to \$250 million that can be imposed in the “sole and absolute discretion” of Hyundai.

53. It also allows Hyundai to reduce up to \$125 million in PILOT payments due to the Parish if the State or the Governor do not approve Hyundai’s Quality Job Incentive application, and the State cannot cover the rebates promised in the CEA to Hyundai.

54. The CEA is not a capital outlay project approved by the legislature pursuant to Article 7, Section 11(B) of the Louisiana Constitution of 1974.

55. The CEA is not an expenditure of funds previously appropriated by the legislature.

56. The CEA is not a multi-year agreement dealing with movable property containing an appropriation dependency clause which provides for no penalty upon termination or failure to fund.

57. As set forth above, in light of the fact that the Bond Commission confirmed it has no record of the application for approval of the CEA, Defendants provided for this outlay of funds apparently without prior written approval of the State Bond Commission, as required under this statute.

**III. R.S. § 33:9029.2 Governs Challenges to Cooperative Endeavors Involving the State and Also Requires Public Notice and State Bond Commission Approval.**

58. In addition to the authority granted to state entities to enter into cooperative endeavor agreements pursuant to Art. 7, Sec. 14(C) of the Louisiana Constitution, the CEA also grounds the State's authority to enter into the agreement with Hyundai in La. R.S. § 33:9029.2.

59. La. R.S. § 33:9029.2(A)(1) is entitled "Cooperative Endeavors Involving the State" and elaborates on the authority of the State to enter into cooperative endeavor agreements that may, *inter alia*, "provide for the investment, pledge, use, or deposit of state funds and the guarantee by the state of certain financial obligations... subject to appropriation of requisite funds."

60. La. R.S. § 33:9029.2(A) further clarifies that even in situations where an agreement between the State and a private entity does not contemplate direct payments or allocations, or issuance of bonds or other direct debt, it must still undergo Bond Commission review and approval even when the State merely serves as a "guarantee or credit enhancement for a private for-profit entity."

61. Here, as set forth in detail above, LED committed the State to the expenditure of hundreds of millions in tax-payer funds to provide Hyundai with "free land and infrastructure," including reimbursement for its construction costs, infrastructure improvements, road and rail construction, payroll and capital investment rebates, and more than a billion dollars in tax-exemptions.

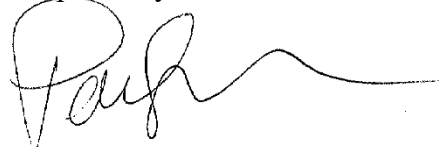
62. At a minimum, La. Const. Art. 7, Sec. 8(B) and (C) and implementing statutes require that such extensive obligations of tax-payer funds be subject to public notice and Bond Commission approval. If that has not happened, and all available evidence indicates it has not, the CEA must be declared null and void as required by La. R.S. § 39:1410.31(B).

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs pray that, after due proceedings had, this Court:

- (i) Render a declaratory judgment determining whether the CEA between Defendants and Hyundai must be subject to public notice and review and approval by the State Bond Commission; and,
- (ii) If so, declare the CEA null and void pursuant to the requirements of La. R.S. §39:1410.31(B), for having not been subject to public notice and/or to review and approval of the State Bond Commission.

Respectfully submitted,



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*Counsel for Plaintiffs*

*\*pro hac vice application forthcoming*

**PLEASE SERVE:**

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*and*

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