

MINUTES OF A SPECIAL MEETING OF THE MAYOR AND COUNCIL, TOWN OF  
SORRENTO, TUESDAY, AUGUST 17, 2021, 6:00 P.M., SORRENTO COMMUNITY  
CENTER, SORRENTO, LOUISIANA

Members Present:

Councilmen: Wanda Bourgeois, Randy Anny, Duane Humphrey, Darnell Gilbert, Chad Domingue

Mayor: Christopher Guidry

Town Clerk: Paige Robert

Motion by Councilman Chad Domingue and seconded by Councilman Wanda Bourgeois to approve the resolution and accept the settlement from 5 defendants in the Design and Build civil suit in the amount of \$77,500.00. The following defendants are being dismissed from the Design and Build suit: Design and Build Consultants, L.L.C., Terry Reado, Grace Gomez, Randy Gomez, and Brad Roberts. Matthew Percy withdrew as counsel of record for the Town of Sorrento in the matter of "The Town of Sorrento v. Design & Build Consultants, L.L.C., suit number "113341" and withdrew as counsel of record for the Town of Sorrento in the matter of "Town of Sorrento", et al v. East Ascension Consolidated Gravity Drainage District No. 1", suit number "129239". Motion carried. Vote as follows:

YEAS: Chad Domingue, Wanda Bourgeois, Darnell Gilbert, Duane Humphrey

ABSTAIN: Randy Anny

NAYS: None

Motion by Councilman Chad Domingue and seconded by Councilman Wanda Bourgeois to approve the contract with the Ascension Parish Sheriff's Department to provide general law enforcement services to the Town of Sorrento. Motion carried. Vote as follows:

YEAS: Darnell Gilbert, Duane Humphrey, Randy Anny, Chad Domingue, Wanda Bourgeois

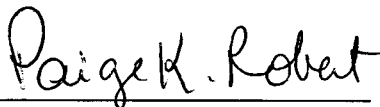
NAYS: None

Motion by Councilman Randy Anny and seconded by Councilman Wanda Bourgeois to repurpose funds in the Utility fund in the amount of \$20,000 from sewer pump replacement to emergency sewer pond repairs and to add an additional \$10,000 to set the cap at \$30,000 for the sewer repairs needed. Motion carried. Vote as follows:

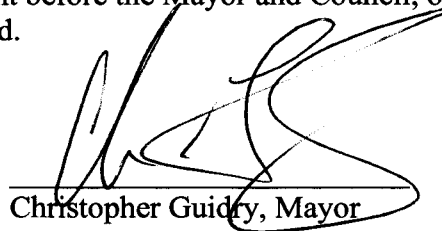
YEAS: Duane Humphrey, Randy Anny, Chad Domingue, Wanda Bourgeois, Darnell Gilbert

NAYS: None

There being no further business to be brought before the Mayor and Council, on motion duly made and seconded, the meeting was adjourned.



Paige K. Robert, Town Clerk



Christopher Guidry, Mayor

RESOLUTION NUMBER \_\_\_\_\_  
ADOPTED ON \_\_\_\_\_

RESOLUTION OF THE MAYOR AND COUNCIL, TOWN OF SORRENTO, \_\_\_\_\_  
[DAY] \_\_\_\_\_, 2021, 6:00 P.M., SORRENTO TOWN HALL, SORRENTO,  
LOUISIANA

**WHEREAS**, on \_\_\_\_\_, 2021, the Mayor and the Town Council of Sorrento (“Town Council”), held a Special Meeting at which the Municipal Attorney for the Town of Sorrento (“Municipal Attorney”) reported on the status of the Petition and suit entitled, *Town of Sorrento versus Design & Build Consultants, L.L.C. and H & O Investments, L.L.C.*,” Docket No. 113341 on the docket of the 23rd Judicial District Court of the Parish of Ascension, State of Louisiana;

**WHEREAS**, the Municipal Attorney explained that an agreement in principle had been reached with respect to Sorrento’s claims against five of the remaining defendants in the aforementioned suit, namely, *Design & Build Consultants, L.L.C., Terry Reado, Grace Gomez, Randy Gomez, and Brad Roberts* (collectively, the “Released Defendants”);

**WHEREAS**, Sorrento has agreed to dismiss, fully, finally, and with prejudice, all claims asserted by Sorrento against the Released Defendants in the aforementioned matter and to unconditionally release any and all claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions that Sorrento may have against the Released Defendants in consideration of the payment by the Released Defendants of a total amount of seventy-seven thousand five hundred dollars (\$77,500.00) to Sorrento;

**WHEREAS**, the Released Defendants’ payment of the sum of \$77,500.00 to Sorrento is in consideration of the unconditional satisfaction and release of all claims, contentions, causes of

action, rights of action, rights, entitlements, suits, and Petitions that Sorrento has or may have against each Released Defendant and the corresponding judicial acceptance of this unconditional satisfaction and release of all claims and dismissal with prejudice of the aforementioned suit and Petition as to each Released Defendant;

**WHEREAS**, the Town Council reported that the Released Defendants have adamantly expressed the reservation of rights that they have done no wrong, violated no statute or principle of law, and have engaged in no untoward actions and that the City's suit against each one of them is unwarranted and meritless, yet, to avoid the further and substantial expenses associated with a successful defense of these proceedings, Released Defendants have agreed to pay a total amount to Sorrento of \$77,500.00 for the consideration previously stated;

**WHEREAS**, the Town Council reported that the Released Defendants reserve all rights of action and causes of action, including those for reimbursement, contribution, and indemnity, against the remaining defendants in the matter captioned, "*Town of Sorrento versus Design & Build Consultants, L.L.C. and H & O Investments, L.L.C.*"; and

**WHEREAS**, the Town's attorney has presented to the Town Council for consideration, for approval, and for authorization for the Mayor to sign and execute on behalf of the Town Council a proposed Receipt and Unconditional Release, a pro forma copy of which is attached hereto and made a part hereof as Exhibit "A," along with a corresponding Joint Motion for Submission of the Consent Judgment, attached hereto and made a part hereof as Exhibit "B," and unconditional Consent Judgment of Dismissal with prejudice of all claims asserted by Sorrento against the Released Defendants, attached hereto and made a part hereof as Exhibit "C";

**THEREFORE, BE IT KNOWN THAT IT IS:**

**RESOLVED**, that the Town of Sorrento recognizes, affirms, and therefore resolves that the unconditional satisfaction and release of all claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions that Sorrento has or may have against each Released Defendant do not constitute the surrender, transfer, delivery, abatement, or abandonment of any asset of any value belonging to Sorrento, as the consideration and payment received by Sorrento manifestly exceeds the pecuniary value, if any, of Sorrento's claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions against each of the Released Defendants;

**RESOLVED**, that the Town of Sorrento recognizes, affirms, and therefore resolves that it has carefully considered the test set forth by the Louisiana Supreme Court in *Board of Directors of the Industrial Development Board of the City of Gonzales, Louisiana, Inc. v. All Taxpayers, Property Owners, Citizens of the City of Gonzales*, 938 So. 2d 11, 23, 05-2298 (La. 9/6/06) (the "*Cabela's test*") ~~for determining whether a transfer of "public funds or property" complies with~~ Article VII, Section 14 of the Louisiana Constitution of 1974, which "prohibits the state or any of its political subdivisions from loaning, pledging, or donating funds, property or things of value to or for any person, association, or corporation." On the advice of Counsel, Sorrento has concluded that the settlement and release of Sorrento's claims against the Released Defendants does not involve any gratuitous alienation of public funds or property and thereby complies with Art. VII, Sec. 14. Sorrento has likewise concluded that the settlement and release of Sorrento's claims against the Released Defendants meets the *Cabela's test* and affirms the following:

1. That there is a public purpose for the release of Sorrento's claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions;

2. That the expenditure or transfer, taken as a whole, is not gratuitous; and
3. That the evidence demonstrates that Sorrento has a reasonable expectation of receiving a benefit or value at least equivalent to the amount expended or transferred;

**RESOLVED**, that the Town of Sorrento does by these presents through its Town Council unanimously and without reservation accept, approve, and adopt the Receipt and Unconditional Release attached hereto as Exhibit "A" and thus do by these presents further make Exhibit "A" the ordinance of the Town;

**IT IS FURTHER RESOLVED** that the Mayor is hereby, fully, and without reservation empowered and authorized without limitation and directed to sign on behalf of Sorrento the Receipt and Unconditional Release, attached hereto as Exhibit "A";

**IT IS FURTHER RESOLVED** that the Town Council and Mayor have considered the aforementioned Joint Motion for Submission of the Consent Judgment, attached hereto as Exhibit "B," and do, by these presents, and without limitation, authorize, empower, and direct the Mayor to sign and execute on behalf of Sorrento the aforementioned Joint Motion for Submission of the Consent Judgment, as representative of the stated actions of Sorrento and, in due course, for Sorrento's Counsel to present the Joint Motion for Submission of the Consent Judgment to the Court for further consideration; and

**IT IS FURTHER RESOLVED** that the Town Council and Mayor have considered the aforementioned unconditional Consent Judgment of Dismissal with prejudice of all claims asserted by Sorrento against the Released Defendants, attached hereto as Exhibit "C," and do, by these presents, and without limitation, authorize, empower, and direct the Mayor to sign and execute on behalf of Sorrento the aforementioned Consent Judgment of Dismissal, as representative of the

stated actions of Sorrento and, in due course, for Sorrento's Counsel to present the Consent Judgment of Dismissal to the Court for further consideration.

**APPROVED: MATTHEW PERCY, Municipal Attorney for the Town of Sorrento**

\_\_\_\_\_  
Matthew Percy, Municipal Attorney for the Town of Sorrento

**CERTIFICATE OF TOWN CLERK PAIGE K. ROBERT:**

I hereby certify that the above and foregoing Resolution is a true and conformed copy of the Resolution that was adopted by the Mayor and the Town Council of Sorrento during a Special Meeting held on \_\_\_\_\_, 2021, at which time a quorum was present, whereby the above and foregoing Resolution was unanimously adopted. As the above and foregoing Resolution was unanimously adopted and has neither been amended nor otherwise altered, this Resolution therefore remains in full force and effect.

This done and signed in Sorrento, Louisiana this \_\_\_ date of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Paige K. Robert, Town Clerk for the Town of Sorrento

<b>TOWN OF SORRENTO</b>	*	SUIT NO. 113,341 DIVISION D
	*	
	*	23 <sup>RD</sup> JUDICIAL DISTRICT COURT
<b>VERSUS</b>	*	
	*	PARISH OF ASCENSION
	*	
<b>DESIGN &amp; BUILD CONSULTANTS, L.L.C. AND H &amp; O INVESTMENTS, LLC</b>	*	STATE OF LOUISIANA
	*	

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**JOINT MOTION FOR SUBMISSION OF CONSENT JUDGMENT**

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NOW INTO COURT, through undersigned counsel, come Plaintiff the Town of Sorrento ("Sorrento") and Defendants Design & Build Consultants, L.L.C. ("Design & Build"); Terry Reado, in his individual capacity and as a member of Design & Build; Grace Gomez, in her individual capacity and as an alleged former member of Design & Build; Randy Gomez, in his individual capacity and as an alleged former member of Design & Build; and Brad Roberts, in his individual capacity and as an alleged former member of Design & Build (collectively referred to as the "Released Defendants"), who respectfully file this Joint Motion for Submission of Consent Judgment and represent as follows:

1.

Sorrento has asserted claims against the Released Defendants in the matter captioned, "*Town of Sorrento versus Design & Build Consultants, L.L.C. and H & O Investments, L.L.C.*," Docket No. 113341 on the docket of the 23<sup>rd</sup> Judicial District Court of the Parish of Ascension, State of Louisiana.

2.

Sorrento has agreed to dismiss, fully, finally, and with prejudice, all claims asserted by Sorrento against the Released Defendants in the aforementioned matter and to unconditionally release any and all claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions that Sorrento may have against the Released Defendants.

3.

Sorrento and the Released Defendants have thereby entered into a Receipt and Unconditional Release setting forth the terms of their agreement regarding Sorrento's dismissal with prejudice and release of all claims against the Released Defendants.

4.

Sorrento and the Released Defendants seek to have this Honorable Court recognize the Receipt and Unconditional Release, a pro forma copy of which is attached hereto and made a part hereof as Exhibit "A," and to make Sorrento's unconditional release of all claims against the Released Defendants the Judgment of the Court. Sorrento and the Released Defendants additionally attach as Exhibit "B" the Resolution of Sorrento unanimously and without reservation accepting, approving, and adopting this Receipt and Unconditional Release and making it an ordinance of the Town of Sorrento.

5.

The Released Defendants reserve all rights to maintain all defenses and adamantly insist that they have done no wrong, violated no statute or principle of law, and have engaged in no untoward actions and that Sorrento's suit against each one of them is unwarranted and meritless. Yet, to avoid the further and substantial expenses associated with a successful defense of these proceedings, Released Defendants have entered into the aforementioned Receipt and Unconditional Release agreement with Sorrento.

6.

Released Defendants reserve all rights of action and causes of action, including those for reimbursement, contribution, and indemnity, against the remaining defendants in the matter captioned, "*Town of Sorrento versus Design & Build Consultants, L.L.C. and H & O Investments, L.L.C.*";

7.

Sorrento reserves all rights it may have against the remaining defendants in the above-captioned matter.

8.

Sorrento recognizes and affirms that the unconditional satisfaction and release of all claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions that Sorrento has or may have against each Released Defendant do not constitute the surrender, transfer, delivery, abatement, or abandonment of any asset of any value belonging to Sorrento, as the consideration and payment received by Sorrento manifestly exceeds the pecuniary value, if



any, of Sorrento's claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions against each of the Released Defendants.

9.

Sorrento recognizes and affirms that it has carefully considered the test set forth by the Louisiana Supreme Court in *Board of Directors of the Industrial Development Board of the City of Gonzales, Louisiana, Inc. v. All Taxpayers, Property Owners, Citizens of the City of Gonzales*, 938 So. 2d 11, 23, 05-2298 (La. 9/6/06) (the "*Cabela's test*") for determining whether a transfer of "public funds or property" complies with Article VII, Section 14 of the Louisiana Constitution of 1974, which "prohibits the state or any of its political subdivisions from loaning, pledging, or donating funds, property or things of value to or for any person, association, or corporation." Sorrento further affirms that, on the advice of the Municipal Attorney for the Town of Sorrento (counsel in these proceedings), Sorrento has concluded that this settlement and release of Sorrento's claims against the Released Defendants does not involve any gratuitous alienation of public funds or property and thereby complies with Art. VII, Sec. 14. Sorrento has further concluded that the settlement and release of Sorrento's claims against the Released Defendants meets the *Cabela's test* and affirms the following:

1. That there is a public purpose for the release of Sorrento's claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions;
2. That the expenditure or transfer, taken as a whole, is not gratuitous; and
3. That the evidence demonstrates that Sorrento has a reasonable expectation of receiving a benefit or value at least equivalent to the amount expended or transferred.

10.

Sorrento and the Released Defendants seek to have this Honorable Court grant the accompanying proposed Consent Judgment, making Sorrento's unconditional release of all claims against the Released Defendants the Judgment of the Court and dismissing with prejudice all claims against the Released Defendants in the above-captioned matter, with each party to bear its own costs.

**WHEREFORE**, the Town of Sorrento; Design & Build Consultants, L.L.C.; Terry Reado; Grace Gomez; Randy Gomez; and Brad Roberts respectfully pray for judgment making Sorrento's unconditional release of all claims against the Released Defendants the Judgment of the Court and dismissing with prejudice all claims against the Released Defendants in the above-captioned matter, with each party to bear its own costs.

Respectfully Submitted:

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R. Gray Sexton (Bar Roll #07531)  
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Blair Naquin (Bar Roll # 35533)  
blairnaquin@sextonlaw.net  
**Law Offices of R. Gray Sexton**  
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Telephone: (225) 767-2020  
Facsimile: (225) 767-0845  
*Attorneys for Brad Roberts, in his individual capacity and as an alleged former member of Design & Build Consultants, L.L.C.; Grace Gomez, in her individual capacity and as an alleged former member of Design & Build Consultants, L.L.C.; and Randy Gomez, in his individual capacity and as an alleged former member of Design & Build*

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Bradley C. Guin (Bar Roll # 38762)  
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**Roedel Parsons Koche Blach**  
**Balhoff & McCollister**  
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Telephone: (225) 929-7033  
Facsimile: (225) 928-4295  
*Attorneys for Terry Reado, in his individual capacity and as a member of Design & Build Consultants, L.L.C.*

and

*[Signature Appears on the Following Page]*

Matthew Ian Percy (Bar Roll #34705)  
**Percy Lanoux & Mumphrey**  
712 North Burnside Ave.  
Gonzales, Louisiana 70737  
Telephone: (225) 621-8522  
Facsimile: (225) 647-6959  
*Municipal Attorney for the Town of Sorrento*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the above and foregoing Motion has been sent via facsimile, electronic mail, or first class U.S. mail, postage prepaid and properly addressed, to all counsel of record on this \_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
R. Gray Sexton

<b>TOWN OF SORRENTO</b>	*	SUIT NO. 113,341 DIVISION D
	*	
	*	23 <sup>RD</sup> JUDICIAL DISTRICT COURT
<b>VERSUS</b>	*	
	*	PARISH OF ASCENSION
	*	
<b>DESIGN &amp; BUILD CONSULTANTS, L.L.C. AND H &amp; O INVESTMENTS, LLC</b>	*	STATE OF LOUISIANA
	*	

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**CONSENT JUDGMENT OF DISMISSAL**

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This matter came on this \_\_\_ day of \_\_\_\_\_, 2021 by consent and for consideration of a Joint Motion for Submission of Consent Judgment.

**Present:**

**Matthew Ian Percy for the Town of Sorrento ("Sorrento");**

**Larry M. Roedel for Design & Build Consultants, L.L.C. ("Design & Build") and for Terry Reado, in his individual capacity and as a member of Design & Build; and**

**R. Gray Sexton and Blair Naquin for Grace Gomez, in her individual capacity and as an alleged former member of Design & Build; for Randy Gomez, in his individual capacity and as an alleged former member of Design & Build; and for Brad Roberts, in his individual capacity and as an alleged former member of Design & Build.**

Plaintiff Sorrento and Defendants Design & Build; Terry Reado, in his individual capacity and as a member of Design & Build; Grace Gomez, in her individual capacity and as an alleged former member of Design & Build; Randy Gomez, in his individual capacity and as an alleged former member of Design & Build; and Brad Roberts, in his individual capacity and as an alleged former member of Design & Build (collectively referred to as the "Released Defendants"), through aforementioned and undersigned counsel, upon suggesting to the Court that all matters of controversy involved or connected in any way to the subject matter of this litigation have been compromised and settled, represent that, therefore, this suit against the Released Defendants should be dismissed, with prejudice, with each party to bear its own court costs.

The Court has considered the Joint Motion of the appearing parties filed herewith; a pro forma copy of a Receipt and Unconditional Release; the certified copy of the extract of the Resolution of the \_\_\_\_\_, 2021 meeting of the Mayor and Town Council of Sorrento, wherein the Council authorizes, empowers, and directs the Mayor to enter into, to sign on behalf

of, and to obligate Sorrento to the terms and conditions and rights and privileges of the aforementioned Receipt and Unconditional Release; a proposed Consent Judgment; the evidence; the controlling law; and the arguments of counsel. On consideration of these submissions; on finding that the unconditional satisfaction and release of all claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions that Sorrento has or may have against each Released Defendant do not constitute the surrender, transfer, delivery, abatement, or abandonment of any asset of any value belonging to Sorrento, as the consideration and payment received by Sorrento manifestly exceeds the pecuniary value, if any, of Sorrento's claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions against each of the Released Defendants; on finding that the test set forth by the Louisiana Supreme Court in *Board of Directors of the Industrial Development Board of the City of Gonzales, Louisiana, Inc. v. All Taxpayers, Property Owners, Citizens of the City of Gonzales*, 938 So. 2d 11, 23, 05-2298 (La. 9/6/06) (the "Cabela's test") for determining whether a transfer of "public funds or property" complies with Article VII, Section 14 of the Louisiana Constitution of 1974, has been satisfied such that this settlement and release of Sorrento's claims against the Released Defendants does not involve any gratuitous alienation of public funds or property and thereby complies with Art. VII, Sec. 14; and on further finding that

1. That there is a public purpose for the release of Sorrento's claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions;
2. That the expenditure or transfer, taken as a whole, is not gratuitous; and
3. That the evidence demonstrates that Sorrento has a reasonable expectation of receiving a benefit or value at least equivalent to the amount expended or transferred;

Being of the opinion that the foregoing findings, the arguments and comments of counsel, and the law and evidence support the rendering and signing of this Consent Judgment of Dismissal, and for the reasons this day orally assigned;

**IT IS ORDERED, AJUDGED, AND DECREED** that the Receipt and Unconditional Release of all claims against the Released Defendants be, and it is hereby made, the Order of the Court, and that, accordingly, all claims, contentions, causes of action, rights of action, rights,

entitlements, suits, and Petitions that Sorrento may have against the Released Defendants be, and they are, hereby considered fully and unconditionally settled, satisfied, paid, and are therefore unconditionally released as having been fully and completely discharged, resolved, settled, satisfied, and paid, with each party to bear its own costs.

**IT IS FURTHER ORDERED, AJUDGED, AND DECREED** that the aforementioned Resolution of Sorrento be, and it is hereby recognized, and made the Order of the Court.

**IT IS FURTHER ORDERED, AJUDGED, AND DECREED** that the suit and Petition, as Amended, filed by Sorrento against Defendants Design & Build; Terry Reado, in his individual capacity and as a member of Design & Build; Grace Gomez, in her individual capacity and as an alleged former member of Design & Build; Randy Gomez, in his individual capacity and as an alleged former member of Design & Build; and Brad Roberts, in his individual capacity and as an alleged former member of Design & Build, be, and it is hereby dismissed with prejudice against Defendants Design & Build; Terry Reado, in his individual capacity and as a member of Design & Build; Grace Gomez, in her individual capacity and as an alleged former member of Design & Build; Randy Gomez, in his individual capacity and as an alleged former member of Design & Build; and Brad Roberts, in his individual capacity and as an alleged former member of Design & Build, and with each party bearing its respective costs. The Court recognizes the reservation by Sorrento of all remaining causes of action and rights of action, Petitions, and suits against the remaining defendants in these proceedings. The Court further recognizes the reservation by the Released Defendants of all remaining causes of action and rights of action against the remaining defendants in these proceedings.

**RENDERED AND SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 2021, in  
\_\_\_\_\_

\_\_\_\_\_  
**JUDGE**  
**23<sup>rd</sup> JUDICIAL DISTRICT COURT**

*[Signatures of Counsel Appear on the Following Page]*

Submitted Jointly by:

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**R. Gray Sexton (Bar Roll #07531)**  
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**Blair Naquin (Bar Roll # 35533)**  
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*Attorneys for Brad Roberts, in his individual capacity and as an alleged former member of Design & Build Consultants, L.L.C.; Grace Gomez, in her individual capacity and as an alleged former member of Design & Build Consultants, L.L.C.; and Randy Gomez, in his individual capacity and as an alleged former member of Design & Build*

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*Attorneys for Terry Reado, in his individual capacity and as a member of Design & Build Consultants, L.L.C.*

and

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**Matthew Ian Percy (Bar Roll #34705)**  
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*Municipal Attorney for the  
Town of Sorrento*

TOWN OF SORRENTO	*	SUIT NO. 113,341 DIVISION D
	*	
VERSUS	*	23 <sup>RD</sup> JUDICIAL DISTRICT COURT
	*	
	*	PARISH OF ASCENSION
	*	
DESIGN & BUILD CONSULTANTS, L.L.C. AND H & O INVESTMENTS, LLC	*	STATE OF LOUISIANA
	*	

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**RECEIPT AND UNCONDITIONAL RELEASE**

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BE IT KNOWN that, effective on the dates described herein, in the parishes described herein, and in the presence of the hereinafter subscribing witnesses, personally came and appeared:

- A) **The TOWN OF SORRENTO** ("Sorrento"), a municipal corporation domiciled in the Parish of Ascension, State of Louisiana, appearing herein through its undersigned duly authorized agent and representative;
- B) **DESIGN & BUILD CONSULTANTS, L.L.C.** ("Design & Build"), a limited liability company formed under the laws of the State of Louisiana, with its principle domicile address being 320 S. Club Ave., St. Gabriel, Louisiana 70776, appearing here through its undersigned and duly authorized agent and representative Terry Reado;
- C) **TERRY READO** ("Reado"), in his individual capacity, and as a member of Design & Build Consultants, LLC, with his principal domicile address being 7903 Atlantic Breeze Ln., Richmond, TX 77407-4122;
- D) **GRACE GOMEZ** ("G. Gomez"), in her individual capacity and as an alleged former member of Design & Build Consultants, LLC, with her principal domicile address being \_\_\_\_\_;
- E) **RANDY GOMEZ** ("R. Gomez"), in his individual capacity and as an alleged former member of Design & Build Consultants, LLC, with his principal domicile address being \_\_\_\_\_; and
- F) **BRAD ROBERTS** ("Roberts"), in his individual capacity and as an alleged former member of Design & Build Consultants, LLC, with his principal domicile address being \_\_\_\_\_.

who, after being duly sworn, deposed and stated that:

**WITNESSETH:**

WHEREAS, Sorrento has asserted claims against Design & Build, Reado, G. Gomez, R. Gomez, and Roberts (collectively referred to as the "Released Defendants") in the matter captioned, "*Town of Sorrento versus Design & Build Consultants, L.L.C. and H & O*



*Investments, L.L.C.*," Docket No. 113341 on the docket of the 23<sup>rd</sup> Judicial District Court of the Parish of Ascension, State of Louisiana;

WHEREAS, Sorrento has agreed to dismiss, fully, finally, and with prejudice, all claims asserted by Sorrento against the Released Defendants in the aforementioned matter and to unconditionally release any and all claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions that Sorrento may have against the Released Defendants in consideration of the payment by the Released Defendants of a total amount of seventy-seven thousand five hundred dollars (\$77,500.00) to Sorrento;

WHEREAS, the Released Defendants' payment of the sum of \$77,500.00 to Sorrento is in consideration of the unconditional satisfaction and release of all claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions that Sorrento has or may have against each Released Defendant and the corresponding judicial acceptance of this unconditional satisfaction and release of all claims and dismissal with prejudice of the aforementioned suit and Petition as to each Released Defendant;

WHEREAS, Released Defendants reserve all rights to maintain all defenses and ~~adamantly insist that they have done no wrong, violated no statute or principle of law, and have~~ engaged in no untoward actions and that the City's suit against each one of them is unwarranted and meritless and that, yet, to avoid the further and substantial expenses associated with a successful defense of these proceedings, Released Defendants have agreed to pay a total amount to Sorrento of \$77,500.00 for the consideration previously stated;

WHEREAS, Released Defendants reserve all rights of action and causes of action, including those for reimbursement, contribution, and indemnity, against the remaining defendants in the matter captioned, "*Town of Sorrento versus Design & Build Consultants, L.L.C. and H & O Investments, L.L.C.*";

WHEREAS, Sorrento has agreed to accept the sum of \$77,500.00 from the Released Defendants in consideration of the unconditional satisfaction and release of all claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions that Sorrento has or may have against each Released Defendant, yet Sorrento reserves all rights it

may have against the remaining defendants in the matter captioned, "*Town of Sorrento versus Design & Build Consultants, L.L.C. and H & O Investments, L.L.C.*";

**WHEREAS**, Sorrento recognizes and affirms that the unconditional satisfaction and release of all claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions that Sorrento has or may have against each Released Defendant do not constitute the surrender, transfer, delivery, abatement, or abandonment of any asset of any value belonging to Sorrento, as the consideration and payment received by Sorrento manifestly exceeds the pecuniary value, if any, of Sorrento's claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions against each of the Released Defendants; and

**WHEREAS**, Sorrento recognizes and affirms that it has carefully considered the test set forth by the Louisiana Supreme Court in *Board of Directors of the Industrial Development Board of the City of Gonzales, Louisiana, Inc. v. All Taxpayers, Property Owners, Citizens of the City of Gonzales*, 938 So. 2d 11, 23, 05-2298 (La. 9/6/06) (the "*Cabela's test*") for determining whether a transfer of "public funds or property" complies with Article VII, Section 14 of the Louisiana Constitution of 1974, which "prohibits the state or any of its political subdivisions from loaning, pledging, or donating funds, property or things of value to or for any person, association, or corporation"; that, on the advice of the Municipal Attorney for the Town of Sorrento (counsel in these proceedings), Sorrento has concluded that this settlement and release of Sorrento's claims against the Released Defendants does not involve any gratuitous alienation of public funds or property and thereby complies with Art. VII, Sec. 14; and that Sorrento has likewise concluded that the settlement and release of Sorrento's claims against the Released Defendants meets the *Cabela's test* and affirms the following:

1. That there is a public purpose for the release of Sorrento's claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions;
2. That the expenditure or transfer, taken as a whole, is not gratuitous; and
3. That the evidence demonstrates that Sorrento has a reasonable expectation of receiving a benefit or value at least equivalent to the amount expended or transferred.

NOW, THEREFORE, IT IS CONTRACTED, COVENANTED AND AGREED THAT:

**I. RECEIPT**

1. Sorrento does by these presents acknowledge that it has been paid by the Released Defendants the full sum of \$77,500.00, evidenced by Chase bank check no. \_\_\_\_\_ in that sum, receipt of which is, by these presents, hereby acknowledged.

**II. RELEASE**

2.1 In consideration of the aforementioned payment, Sorrento does by these presents hereby solemnly and without limitation, acknowledge, contract, covenant, and agree that it does by these presents hereby fully and completely, without limit or reservation, settle, release, compromise, relinquish, dismiss, waive, and abandon any and all claims, contentions, causes of action, rights of action, rights, entitlements, suits, and Petitions against the Released Defendants that existed, or may have existed, before the date of this Agreement. Sorrento further by these presents hereby releases, surrenders, discharges, and acquits the Released Defendants of any and all liability growing out of or in any manner connected with the herein described events, in any manner whatsoever growing out of or reasonably related to the hereunder recitals of underlying facts, or related in any way to the allegation and underlying facts of the aforementioned Petition, as amended, filed in these proceedings.

2.2 Likewise, in consideration of the aforementioned payment and, in further consideration of the mutual covenants contained herein, Sorrento does by these presents hereby solemnly and without limitation acknowledge, contract, covenant, and agree to execute a Joint Motion for Submission of the Consent Judgment and a corresponding unconditional Consent Judgment of Dismissal with prejudice of all claims asserted by Sorrento against the Released Defendants in "*Town of Sorrento versus Design & Build Consultants, L.L.C. and H & O Investments, L.L.C.*," Docket No. 113341 on the docket of the 23<sup>rd</sup> Judicial District Court of the Parish of Ascension, State of Louisiana, and deliver a copy of said executed and filed Judgment to Counsel for the Released Defendants. A pro forma copy of the Consent Judgment is attached hereto as Exhibit "A."

2.3 In further consideration of the aforementioned payment and, in further consideration of the mutual covenants contained herein, Sorrento does by these presents hereby solemnly and without limitation acknowledge, contract, covenant, and agree to execute, through the Mayor and Town Council of Sorrento, the Resolution attached hereto as Exhibit "B" unanimously and without reservation accepting, approving, and adopting this Receipt and Unconditional Release and making it an ordinance of the Town of Sorrento.

III. MISCELLANEOUS:

3.1 Amendment. This Agreement may not be modified or amended except by written agreement executed by the parties hereto, stating that such writing is intended to amend the provisions hereof.

3.2 Severability. If any portion of this Agreement shall be held invalid or inoperative, then, so far as is reasonable and possible (a) the remainder of this Agreement shall be considered valid and operative and (b) effect shall be given to the intent manifested by the portion held invalid or inoperative.

3.3 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed to be an original, but all of which constitute, collectively, one and the same Agreement.

3.4 Entire Agreement. This Agreement contains the entire understanding between the parties hereto and supersedes any prior understandings, courses of dealing or written or oral agreements between them with respect to the subject matter hereof.

3.5 Parties. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective heirs, successors, legal representatives, and assigns, as well as any and all successive members of the Town Council of Sorrento. No other person shall have or be construed as having any legal or equitable right, entitlement, remedy, or claim under or by virtue of this Agreement or any provision hereof.

3.6 No Admission of Liability. This Agreement and the settlement herein shall not be deemed, nor in any fashion constitute, an admission of liability by any party. It is expressly understood and agreed that the payment and acceptance of the sums under this Agreement and

the execution of this Agreement will not be construed as or understood to be any admission of liability and are made purely by way of compromise and settlement.

3.7 Signatories. The signatories are authorized to sign this Agreement, have read this Agreement, and have been advised by Counsel regarding this Agreement.

3.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

3.9 Recitals. The recitals set forth at the beginning of this document shall be incorporated into this document and made a part hereof.

IV. ATTORNEYS' FEES:

4.0 Attorneys' Fees. The prevailing party in any action to enforce any term or covenant of this Receipt and Unconditional Release shall be entitled to recover from the non-prevailing party all attorneys' fees, administrative fees, and costs incurred.

State of Louisiana

Parish of East Baton Rouge

Be it known that, on this \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned

Notary, duly commissioned, in and for the state given, and in the presence of the hereinafter subscribed competent witnesses, personally came and appeared Town of Sorrento Mayor Michael Lambert, personally known to me, who, after being duly sworn, and after a reading of the whole, signed and executed in my presence, and in the presence of the subscribing witnesses, the above and foregoing Receipt and Unconditional Release.

WITNESSES:

TOWN OF SORRENTO

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Mayor Michael Lambert

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Bar Roll No. \_\_\_\_\_  
Commission expires at death.

*(Signatures Continue on the Following Pages)*

State of Louisiana

Parish of East Baton Rouge

Be it known that, on this \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary, duly commissioned, in and for the state given, and in the presence of the hereinafter subscribed competent witnesses, personally came and appeared Terry Reado, personally known to me, who, after being duly sworn, and after a reading of the whole, signed and executed in my presence, and in the presence of the subscribing witnesses, the above and foregoing Receipt and Unconditional Release.

WITNESSES:

DESIGN & BUILD CONSULTANTS,  
L.L.C.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Terry Reado, Member

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Terry Reado

\_\_\_\_\_  
NOTARY PUBLIC  
Bar Roll No. \_\_\_\_\_  
Commission expires at death.

*(Signatures Continue on the Following Pages)*

State of Louisiana

Parish of East Baton Rouge

Be it known that, on this \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary, duly commissioned, in and for the state given, and in the presence of the hereinafter subscribed competent witnesses, personally came and appeared Grace Gomez, personally known to me, who, after being duly sworn, and after a reading of the whole, signed and executed in my presence, and in the presence of the subscribing witnesses, the above and foregoing Receipt and Unconditional Release.

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Grace Gomez

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Bar Roll No. \_\_\_\_\_  
Commission expires at death.

*(Signatures Continue on the Following Pages)*

State of Louisiana

Parish of East Baton Rouge

Be it known that, on this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary, duly commissioned, in and for the state given, and in the presence of the hereinafter subscribed competent witnesses, personally came and appeared Randy Gomez, personally known to me, who, after being duly sworn, and after a reading of the whole, signed and executed in my presence, and in the presence of the subscribing witnesses, the above and foregoing Receipt and Unconditional Release.

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Randy Gomez

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Bar Roll No. \_\_\_\_\_  
Commission expires at death.

*(Signatures Continue on the Following Page)*



State of Louisiana

Parish of East Baton Rouge

Be it known that, on this \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary, duly commissioned, in and for the state given, and in the presence of the hereinafter subscribed competent witnesses, personally came and appeared Brad Roberts, personally known to me, who, after being duly sworn, and after a reading of the whole, signed and executed in my presence, and in the presence of the subscribing witnesses, the above and foregoing Receipt and Unconditional Release.

WITNESSES:

Printed Name: \_\_\_\_\_

Brad Roberts

Printed Name: \_\_\_\_\_

NOTARY PUBLIC  
Bar Roll No. \_\_\_\_\_  
Commission expires at death.