

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

LILLIAN LYNETTE MEJIA and MELANIE
BREVIS,

Plaintiffs

v.

LAFAYETTE CONSOLIDATED GOVERNMENT;
ROBERT JUDGE, in his individual capacity and
official capacity as President and a member of the
Lafayette Public Library Board of Control; DANIEL
KELLY, in his official capacity as President of the
Lafayette Public Library Board of Control; RUSTY
SANTINY, in his individual capacity; and SARA
ORGERON, in her individual capacity,

Defendants

CIVIL ACTION NO.: 6:23-CV-00307

JUDGE: ROBERT R. SUMMERHAYS

MAGISTRATE JUDGE: CAROL B.
WHITEHURST

SETTLEMENT AGREEMENT

NOW COME PLAINTIFFS, Lynette Mejia and Melanie Brevis, DEFENDANT Lafayette City-Parish Consolidated Government ("LCG"), DEFENDANT Daniel Kelly, and DEFENDANT Robert Judge, to advise the Court that the Parties agree to settle the civil claims as to Defendants Lafayette Consolidated Government, Daniel Kelly, and Robert Judge in the action listed above.

- 1. The Lafayette Library Board of Control will not display or distribute Louisiana Revised Statute 14:103 at public meetings.**

The parties hereto agree that the postings of La. Rev. Stat. ann. § 14:103 on the door of the Lafayette Public Library Board of Control ("LBOC") meeting room will be removed and the statute will not be further displayed or distributed.

2. Louisiana Revised Statute 14:103 will not be read aloud at Library Board of Control meetings.

Neither La. Rev. Stat. ann. § 14:103, nor any excerpts thereof, will be read at or before the LBOC meetings.

3. Rules limiting protected speech will not be read or enforced at Library Board of Control meetings.

Members of the LBOC will not read or enforce rules that prohibit debate, confrontation, or derogatory speech during the public comment period of LBOC meetings. Neither will Board members direct law enforcement to enforce any prohibition on debate, confrontation, or derogatory speech. The Parties agree that members of the public will be permitted to address LBOC members by name. Nothing contained in this paragraph shall deny the prerogatives or authority of the LBOC set forth in La. Rev. Stat. ann. § 42:14(D) to adopt reasonable rules and regulations regarding any required public comment period; provided, however, that such rules and regulations shall in no event prohibit debate, confrontation, or derogatory speech during the public comment period of LBOC meetings or prohibit members of the public from addressing LBOC members by name. Further provided, nothing contained in this paragraph shall deny the prerogatives or authority of the LBOC set forth in La. Rev. Stat. ann. § 42:17(C).

4. Law enforcement officers will not be positioned at the front of the room during Library Board of Control meetings.

Law enforcement officials attending any LBOC meeting will be positioned in the back of, or to the side of, the meeting room of the LBOC, as law enforcement officials deem appropriate. Nothing in this provision limits law enforcement's ability to respond to public safety needs.

5. Defendants will implement training on open meetings laws and relevant First Amendment issues.

During the calendar year 2025, LCG will host a seminar on Louisiana Open Meetings Law, including First Amendment issues implicated by Louisiana Open Meetings Law (the "Training") for the LBOC and any other boards or commissions that LCG deems appropriate. As part of the Training, LCG will provide current members of the LBOC, and future members of the LBOC as they are appointed, copies of the open meetings information sheet attached as Exhibit A. The LBOC, through its president, will provide video and/or audio recordings of the Training and any written materials that accompany the Training, or other comparable material which is then current and relevant, to the future members of the LBOC within two (2) months of their appointment. Additionally, video and/or audio recordings of the Training and any written materials that accompany the Training, or other comparable material which is then current and relevant, will be available for all LBOC members to review at any time the LBOC members choose to do so. LCG will also make the open meetings information sheet attached as Exhibit A, as well as video and/or audio recordings of the Training, available to any law enforcement agency that provides security for LBOC meetings.

6. Posting of the Louisiana Open Meetings Law.

A copy of the Open Meetings Law will be positioned for public viewing and display near the door to the room in which the LBOC holds meeting on a suitable stand provided by the LBOC. Counsel for Plaintiffs shall, at Plaintiffs' expense, create a binder that solely includes the text of the Open Meeting Law in such font or format as Plaintiffs deem appropriate, and created on laminated letter-size sheets, printed on both sides, and the binder (bearing a cover sheet entitled OPEN MEETINGS LAW) will be affixed to or placed and positioned on the stand. The LBOC is responsible for modifying the contents of this binder in the event of future revisions or amendments

to the Open Meetings Law, but Plaintiffs may, in such event, create replacement pages for submission to the LBOC for inclusion in the binder. Neither LCG nor LBOC shall have any responsibility for an inadvertent or unintentional failure or oversight in placing the stand near the door of the meeting room, as aforesaid. Plaintiffs agree that the foregoing shall be deemed to be in compliance with La. Rev. Stat. ann. § 42:12(B).

7. Disputes.

If one or more disputes arise with regards to the interpretation and/or performance of this Settlement Agreement or any of its provisions, the parties hereto agree to first attempt to resolve those disputes amongst themselves, and if they cannot resolve their differences, then each agrees to consult with a mediator mutually selected by the parties to resolve any such disputes and to share the costs of the mediator equally. If, after thirty (30) days, the parties are unable to agree upon the selection of a mediator, either party may petition the presiding judge in the United States District Court, Western District of Louisiana, Lafayette Division, for the appointment of a mediator, who may be a Magistrate Judge if so determined by the district judge. In the event that mediation fails, the Parties retain the right to return to federal court.

8. Other provisions.

Provided that LCG or its counsel is provided an IRS Form W-9 for each payee, the Parties agree that the following payments shall be issued within twenty (20) business days of the Court dismissing or administratively closing the case:


1. The sum of Six Hundred and 00/100 Dollars (\$600.00 USD) to Melanie Brevis;
2. The sum of One Hundred and 00/100 Dollars (\$100.00 USD) to Lillian Lynette Mejia.
3. The sum of Twelve Thousand Five Hundred Dollars (\$12,500.00 USD) to Melanie Brevis and Lynette Mejia,

jointly, in lieu of attorneys' fees claimed in the captioned proceeding.

Plaintiffs waive all other claims to attorneys' fees.

The Parties agree that this Agreement may be executed in counterparts and will become effective immediately upon execution by all Parties, subject to exchange of signature pages.

Facsimile and PDF signatures shall be deemed original signatures.



Lillian Lynette Mejia
Date: 07/15/2025

Melanie Brevis
Date: _____

Robert Judge
Date: _____

Daniel Kelly
Date: _____

Lafayette City-Parish Consolidated Government

By: Patrick S. Ottinger, City-Parish Attorney
Date: _____

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Lillian Lynette Mejia

Date: _____

Melanie Brevis

Date: 7/15/2025

Robert Judge

Date: _____

Daniel Kelly

Date: _____

Lafayette City-Parish Consolidated Government

By: **Patrick S. Ottinger, City-Parish Attorney**

Date: _____

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Lillian Lynette Mejia

Date: _____

Melanie Brevis

Date: _____



Robert Judge

Date: _____

7/15/2025

Daniel Kelly

Date: _____

Lafayette City-Parish Consolidated Government

By: Patrick S. Ottinger, City-Parish Attorney

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Lillian Lynette Mejia

Date: _____

Melanie Brevis

Date: _____

Robert Judge

Date: _____



Daniel Kelly

Date: 7/16/25

Lafayette City-Parish Consolidated Government

By: Patrick S. Ottinger, City-Parish Attorney

Date: _____

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Lillian Lynette Mejia

Date: _____

Melanie Brevis

Date: _____

Robert Judge

Date: _____

Daniel Kelly

Date: _____

Lafayette City-Parish Consolidated Government



By: **Patrick S. Ottinger, City-Parish Attorney**

Date: **July 15, 2025**

FIRST AMENDMENT AND OPEN MEETINGS LAW **GUIDELINES FOR THE LAFAYETTE LIBRARY BOARD OF** **CONTROL**

The Lafayette Public Library Board of Control, as a public body of Lafayette Parish, is subject to the Louisiana Open Meetings Law and the First Amendment.

Failure to uphold these laws constitutes sufficient cause for removal from the Library Board of Control by Lafayette Parish-Council.

Public Comment

The First Amendment protects members of the public's right to speak and voice their approval or dissent of the Board's policies, even if those comments are offensive, hateful, or disagreeable.

Members of the public who follow the Board's "Procedure for Interested Persons Wishing to Be Heard" must be allowed to speak freely without being interrupted or silenced by the Board.

The Board members cannot silence a speaker just because what they say is offensive or disagreeable. The Board may only silence a speaker if they break one of the neutral rules that the Board establishes for public comment, such as, they run over time, they speak off topic, or they do not speak during established public comment period.

Removal from Meeting

Louisiana law only allows for the removal of a person from a public meeting if they willfully disrupt a meeting to the extent that the orderly content of the meeting is seriously compromised. La. R.S. 42:17(C). This means there must be an actual disruption to the meeting.

A goal of the First Amendment and Louisiana's Open Meetings Laws is to allow the public to voice its opinion in the decision-making process to help a body determine what is in the public good. By observing speakers' First Amendment protections and upholding the Louisiana Open Meetings Law, Board members foster an environment that is free from intimidation and encourages robust public participation.

Public debate allows citizens to be heard by you, their government officials.

We recognize that it is not always easy to take public criticism, and we thank you for your leadership in allowing full community dialogue.

