

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

**VERITEXT CORP.,
Plaintiff,**

v.

**PAUL A. BONIN, ET AL.
Defendants.**

CIVIL ACTION

NO. 16-13903

JUDGE IVAN L.R. LEMELLE

MAG. JUDGE CURRAULT

SECTION "B"(2)

consolidated with

**ESQUIRE DEPOSITION
SOLUTIONS, LLC**

Plaintiff,

v.

**PAUL A. BONIN, ET AL.
Defendants.**

CIVIL ACTION

NO. 17-9877

JUDGE IVAN L.R. LEMELLE

MAG. JUDGE CURRAULT

SECTION "B"(2)

SETTLEMENT AGREEMENT

Plaintiffs Esquire Depositions Solutions, LLC and Veritext, LLC, as successor by operation of law to, Veritext Corp. ("Plaintiffs"), defendants Kimya M. Holmes, Lori Ceasar, Megan Kiefer, Rosa Manale, Laura Putnam, Celeste P. Ware, and Janet McBride (collectively, the "CSR Board Defendants"), in their official capacities as members of the Louisiana Board of Examiners of Certified Shorthand Reporters, on behalf of themselves and their successors (the

“CSR Board”), and defendants Vincent Borrello, Jr., Milton Donegan, Jr., Suzette Magee, Elizabeth Methvin, John H. Andressen, and May F. Dunn (collectively the “Court Reporter Defendants”) enter into this Settlement Agreement with respect to the captioned matter.

RECITALS

1. Plaintiffs, CSR Board Defendants, and Court Reporter Defendants (collectively, the “Parties”) have stipulated and agreed to this Agreement without any admission of wrongdoing or violation of law.

2. The Parties waive all rights to seek judicial review or otherwise challenge or contest the validity of this Agreement.

3. The Parties stipulate that the Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331, that complete diversity exists and the matter in controversy exceeds the sum or value of \$75,000 under 28 U.S.C. § 1332, and that venue is proper.

DEFINITIONS

4. “Antitrust Laws” means the Sherman Act, 15 U.S.C. § 1 et. seq., the Clayton Act, 15 U.S.C. § 12 et. seq., and Federal Trade Commission Act, as amended, 15 U.S.C. § 41 et. seq.

5. The “Effective Date” of the Agreement shall be the day on which the last of the CSR Board Defendants executes the Agreement pursuant to Paragraph 24.

6. The “Termination Date” of the Agreement shall be the fifth anniversary of the date on which the CSR Board Defendants execute the Agreement pursuant to Paragraph 24.

OBLIGATIONS APPLICABLE TO THE CSR BOARD DEFENDANTS

7. The Parties intend for this Agreement to bind the CSR Board Defendants and their successors on the CSR Board (the “Successors”) in their official capacities only, and this Agreement shall not be interpreted as a waiver of any rights, defenses, or immunities available to

the Successors if Plaintiffs were to sue them in their individual capacities; provided, however, that nothing in this Section shall be construed to permit the Successors to challenge or contest the validity of this Agreement. If, in any future civil action to enforce this Agreement or otherwise, Plaintiffs sue the CSR Board Defendants or their Successors for violating the Antitrust Laws, whether expressly or impliedly and whether in whole or in part, the CSR Board Defendants and their Successors shall have the right to assert the defense, among others, of immunity under *Parker v. Brown*, 317 U.S. 341 (1943).

8. Subject to a full reservation of the authority and rights preserved in Paragraph 22, the CSR Board Defendants shall cause the CSR Board not to, directly or indirectly, or through any rule, regulation, policy, code of ethics, guideline, interpretive guidance, or other conduct, regulate, restrict, restrain, declare unethical or unprofessional, interfere with, or advise against either: (1) price competition among and between court reporters and court reporting firms; or (2) volume discounts and other fee discounts for shorthand reporting and other court reporting services.

9. Subject to a full reservation of the authority and rights preserved in Paragraph 22, the CSR Board Defendants shall cause the CSR Board not to commence, initiate, maintain, or prosecute formal or informal investigations, orders, subpoenas, or other proceedings against court reporters or court reporting firms for the purpose of restraining or discouraging price competition among court reporters.

10. Subject to a full reservation of the authority and rights preserved in Paragraph 22, the CSR Board Defendants shall cause the CSR Board not to rely solely on the engagement of a court reporter or court reporting firm by an attorney acting on the instructions of his or her client as the basis for charging an alleged disciplinary violation.

11. The CSR Board Defendants shall cause the CSR Board to immediately close, dismiss, and terminate all formal and informal investigations, show cause orders, subpoenas, and other proceedings against Plaintiffs of any kind whatsoever. The CSR Board Defendants also shall cause the CSR Board to immediately close, dismiss, and terminate all formal and informal investigations, show cause orders, subpoenas, and other proceedings related, directly or indirectly, to alleged violations of Louisiana Code of Civil Procedure article 1434 by court reporters who performed work on behalf of Plaintiffs or other court reporting firms. Nothing in this Agreement shall preclude the CSR Board from initiating new investigations, after the Effective Date, pursuant to its statutory or regulatory authority.

12. Within ten (10) days of the Effective Date, the CSR Board Defendants shall cause the CSR Board to prominently post notice of this Agreement on the home page of the web site (<http://www.lacourtreporterboard.org/>) for a period of five (5) years. The posting shall be made in a manner calculated to be viewed by all visitors to the site. For purposes of this provision, notice will be deemed satisfactory if it is made by providing a direct link to the Agreement from a notice in the following language: “Settlement Agreement in *Veritext Corp. v. Bonin, et al.*, No. 16-13903 *c/w Esquire Deposition Solutions, LLC v. Bonin, et al. No. 17-9877*” posted under the “Priority Notifications” section of the home web page (<http://www.lacourtreporterboard.org/>). In the event the CSR Board changes its site or site structure, a notice, equivalent in terms of ease of access and conspicuousness, must be provided.

13. Within ten (10) days of the Effective Date, the CSR Board Defendants shall cause the CSR Board to remove from the CSR Board website (<http://www.lacourtreporterboard.org/>) the link and linked document entitled: “Confirming No Contract Exists” and not to re-post the link or linked document in the future.

14. Within ninety (90) days of the Effective Date, the CSR Board Defendants shall cause the CSR Board to deliver notice by mail or email to each licensed court reporter and to each court reporter newly licensed in the next five (5) years stating: “The CSR Board is bound by the Settlement Agreement in *Veritext Corp. v. Bonin, et al.*, No. 16-13903 c/w 17-9877. A copy of the Settlement Agreement may be found at this link: [insert link].”

15. From the Effective Date through the Termination Date, the CSR Board Defendants shall cause the CSR Board to deliver a copy of this Agreement to all future board members at the time of their appointment, employees, attorneys, and any successor entity in the event of a change in the structure of the CSR Board.

16. From the Effective Date through the Termination Date, the CSR Board Defendants shall cause the CSR Board to include the statement required in Paragraph 14 in all continuing education and ethics presentations that are eligible for continuing education credit and that are given by a CSR Board member to CSR Board licensees.

17. Within ninety (90) days from the Effective Date, the CSR Board Defendants shall cause the CSR Board to adopt and maintain an antitrust compliance policy that is reasonably designed to ensure compliance with this Agreement and the Antitrust Laws. The CSR Board Defendants may comply with this Paragraph by (i) causing the CSR Board to participate, to the extent available, in the regulatory board oversight program established by the Louisiana Department of Justice (“LADOJ”), pursuant to Act 399 of 2021, for no fewer than five (5) years from the Effective Date or (ii) adopting a comprehensive written policy. In either case, the CSR Board Defendants shall enable persons to ask questions about and report violations of this Agreement and the Antitrust Laws confidentially, to the extent permitted by law, and without fear of retaliation of any kind and require in-person training, every two (2) years, for the CSR Board

Defendants and CSR Board employees concerning compliance with this Agreement and the Antitrust Laws. Both the compliance policy and training may be provided by, or based upon materials or standards received from, the LADOJ. If the CSR Board participates in the LADOJ's Occupational Compliance Program, any written compliance policy adopted by the CSR Board shall be subject to the LADOJ's Occupational Licensing Review Program, and any conflict shall be resolved in favor of the LADOJ's program.

18. The CSR Board Defendants shall cause the CSR Board to provide counsel for Plaintiffs, via e-mail, with three (3) assessments of the implementation and operation of the antitrust compliance policy adopted by the CSR Board pursuant to Paragraph 17. The reporting period for the first assessment shall cover the first one hundred eighty (180) days after the Effective Date, and the second and third assessments shall cover consecutive two (2) year periods thereafter. Each assessment shall be in writing, shall be prepared and completed within sixty (60) days after the end of the reporting period to which the assessment applies, and shall describe, with particularity, all conduct and actions taken in furtherance of the CSR Board's antitrust compliance policy. The assessments shall identify any conduct or actions that fail to comply with the CSR Board's antitrust compliance policy and identify actions that, if taken within sixty (60) days after delivery of the report, shall correct or prevent any non-compliance with the CSR Board's antitrust compliance policy.

19. Within thirty (30) days of receiving an assessment of the CSR Board's antitrust compliance policy as provided in Paragraph 18, Plaintiffs may send notice to the CSR Board identifying, with particularity, why Plaintiffs consider the proposed corrective or preventative action(s) identified in the assessment insufficient under this Agreement. Upon receiving such notice from Plaintiffs, the CSR Board shall have thirty (30) days in which to consider actions that

may address the issue(s) identified in Plaintiffs' notice. The Parties agree to continue exchanging views in an effort to reach agreement or narrow the issue(s) and, further, to consider whether alternate means of dispute resolution may be appropriate. Plaintiffs shall not rely, in whole or in part, on any assessment issued under Paragraph 18 in bringing or litigating a civil action for damages against members of the CSR Board. Plaintiffs may rely on such an assessment only in a civil action to enforce this Agreement. Plaintiffs agree further that, in any civil action for breach or to enforce the terms of this Agreement, they will not seek damages but only equitable relief, which may include, without limitation, specific performance and injunctive relief.

20. Within ninety (90) days of the Effective Date, the CSR Board Defendants shall cause the CSR Board to initiate a rulemaking process under the Administrative Procedure Act that will remove the financial disclosure requirements in the rules governing the Safe Harbor Affidavit in § 1303 of Title 46, part XXI, of the Louisiana Administrative Code. Without limiting the foregoing and subject to any judicial determination or legislative action to the contrary, the CSR Board Defendants shall cause the CSR Board to take formal action to clarify that the CSR Board Defendants interpret Louisiana Code of Civil Procedure Article 1434 to permit court reporters to receive assignments from court reporting firms that have agreements with insurance companies to provide court reporting services in lawsuits where the insurance company has not been named as a party to the proceedings.

21. The Court Reporter Defendants shall pay the sum of [REDACTED] to Plaintiffs as damages, inclusive of all fees and costs prayed for by Plaintiffs, within ninety (90) days of the conditional dismissal entered by the Court on September 7, 2022. The Court Reporter Defendants may transmit payment electronically to counsel for Plaintiffs, which will provide detailed ACH/wire transfer instructions to counsel to the

Court Reporter Defendants. Should the Court Reporter Defendants fail to make timely payment of the fees and costs, they shall be jointly and severally liable for all collection costs, including additional fees and costs, plus interest.

22. Nothing in this Agreement shall prohibit the CSR Board Defendants from acting within their current or future statutory or regulatory authority, as it may be construed or applied from time to time by state or federal courts, including, but not limited to, La. R.S. 37:2551-2560, Louisiana Code of Civil Procedure article 1434, and rules promulgated at Louisiana Administrative Code Title 46:XXI.

ADDITIONAL OBLIGATIONS OF THE COURT REPORTER DEFENDANTS

23. The Court Reporter Defendants shall, to the extent applicable to them, conclude their service on the CSR Board before their execution of this Agreement and, by executing this Agreement, represent and warrant to Plaintiffs that they are not members of the CSR Board. The Parties agree and intend that no Court Reporter Defendant shall accept any appointment or nomination to be a member of the CSR Board and will not serve on any of its committees for a period of five (5) years from the Effective Date.

MISCELLANEOUS

24. The Court shall retain jurisdiction only to enforce the terms of this Agreement with respect to the Court Reporter Defendants in their individual capacities. Any action to enforce the terms of this Agreement against the CSR Board Defendants shall be brought exclusively in the 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana. The Agreement shall become binding and effective as to all Parties upon the execution of the Agreement by all of the Parties. Upon the Effective Date of the Agreement, the Parties shall submit a joint motion to

dismiss all claims asserted by Plaintiffs against the CSR Board Defendants and the Court Reporter Defendants with prejudice and with each party to bear its own costs and fees other than as set forth in Paragraph 21. Each Party and its respective counsel shall destroy all discovery materials marked as Confidential or Highly Confidential under the Protective Order within thirty (30) days of the Effective Date and provide written confirmation of their compliance to counsel of record. This Agreement shall terminate five (5) years from the Effective Date.

Each of the undersigned Parties, intending to be legally bound by this Settlement Agreement, signs and enters into this Settlement Agreement without coercion and with knowledge of the nature and consequences thereof.

VERITEXT CORP.

Date: 11/21/22

By: Jhu TH

Name: Judith Kunreuther

Title: General Counsel
(Authorized Signatory)

**ESQUIRE DEPOSITION SOLUTIONS
LLC**

Date: _____

By: _____

Name: _____

Title: _____
(Authorized Signatory)

Date: _____

KIMYA HOLMES, CHAIR OF CSR BOARD

dismiss all claims asserted by Plaintiffs against the CSR Board Defendants and the Court Reporter Defendants with prejudice and with each party to bear its own costs and fees other than as set forth in Paragraph 21. Each Party and its respective counsel shall destroy all discovery materials marked as Confidential or Highly Confidential under the Protective Order within thirty (30) days of the Effective Date and provide written confirmation of their compliance to counsel of record. This Agreement shall terminate five (5) years from the Effective Date.

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VERITEXT CORP.

Date: _____

By: _____

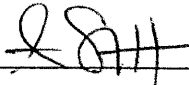
Name: _____

Title: _____

(Authorized Signatory)

**ESQUIRE DEPOSITION SOLUTIONS
LLC**

Date: Nov. 21, 2022

By: 

Name: Avital Stadler

Title: General Counsel

(Authorized Signatory)

Date: _____

KIMYA HOLMES, CHAIR OF CSR BOARD

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VERITEXT CORP.

Date: _____

By: _____

Name: _____

Title: _____

(Authorized Signatory)

**ESQUIRE DEPOSITION SOLUTIONS
LLC**

Date: _____

By: _____

Name: _____

Title: _____

(Authorized Signatory)

Date: 11/18/22



KIMYA HOLMES, CHAIR OF CSR BOARD

Date: 11/2/22


VINCENT BORRELLO, JR.

Date: _____

MILTON DONEGAN, JR.

Date: _____

SUZETTE MAGEE

Date: _____

ELIZABETH METHVIN

Date: _____

MARY F. DUNN

Date: _____

JOHN H. ANDRESSEN

Date: _____

LAURA PUTNAM

Date: _____

LORI CAESAR

Date: _____

ROSA MANALE

Date: _____

CELESTE P. WARE

Date: _____

JANET MCBRIDE

Date: _____

VINCENT BORRELLO, JR.

Date: 10/12/22

Milton Donegan

MILTON DONEGAN, JR.

Date: _____

SUZETTE MAGEE

Date: _____

ELIZABETH METHVIN

Date: _____

MARY F. DUNN

Date: _____

JOHN H. ANDRESSEN

Date: _____

LAURA PUTNAM

Date: _____

LORI CAESAR

Date: _____

ROSA MANALE

Date: _____

CELESTE P. WARE

Date: _____

JANET MCBRIDE

Date: _____

VINCENT BORRELLO, JR.

Date: _____

MILTON DONEGAN, JR.

Date: 10/8/22

Suzette Magee

SUZETTE MAGEE

Date: _____

ELIZABETH METHVIN

Date: _____

MARY F. DUNN

Date: _____

JOHN H. ANDRESSEN

Date: _____

LAURA PUTNAM

Date: _____

LORI CAESAR

Date: _____

ROSA MANALE

Date: _____

CELESTE P. WARE

Date: _____

JANET MCBRIDE

Date: _____

VINCENT BORRELLO, JR.

Date: _____

MILTON DONEGAN, JR.

Date: _____

SUZETTE MAGEE

Date: 10/07/2022

Elizabeth Methvin
ELIZABETH METHVIN

Date: _____

MARY F. DUNN

Date: _____

JOHN H. ANDRESSEN

Date: _____

LAURA PUTNAM

Date: _____

LORI CAESAR

Date: _____

ROSA MANALE

Date: _____

CELESTE P. WARE

Date: _____

JANET MCBRIDE

Date: _____

VINCENT BORRELLO, JR.

Date: _____

MILTON DONEGAN, JR.

Date: _____

SUZETTE MAGEE

Date: _____

ELIZABETH METHVIN

Date: 10-17-22

Mary F. Dunn

MARY F. DUNN

Date: _____

JOHN H. ANDRESSEN

Date: _____

LAURA PUTNAM

Date: _____

LORI CAESAR

Date: _____

ROSA MANALE

Date: _____

CELESTE P. WARE

Date: _____

JANET MCBRIDE

Date: _____

VINCENT BORRELLO, JR.

Date: _____

MILTON DONEGAN, JR.

Date: _____

SUZETTE MAGEE

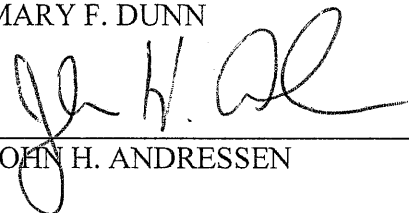
Date: _____

ELIZABETH METHVIN

Date: _____

MARY F. DUNN

Date: October 7, 2022



JOHN H. ANDRESSEN

Date: _____

LAURA PUTNAM

Date: _____

LORI CAESAR

Date: _____

ROSA MANALE

Date: _____

CELESTE P. WARE

Date: _____

JANET MCBRIDE

Date: _____

VINCENT BORRELLO, JR.

Date: _____

MILTON DONEGAN, JR.

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SUZETTE MAGEE

Date: _____

ELIZABETH METHVIN

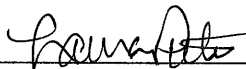
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MARY F. DUNN

Date: _____

JOHN H. ANDRESSEN

Date: 10/20/2022



LAURA PUTNAM

Date: _____

LORI CAESAR

Date: _____

ROSA MANALE

Date: _____

CELESTE P. WARE

Date: _____

JANET MCBRIDE

Date: _____

VINCENT BORRELLO, JR.

Date: _____

MILTON DONEGAN, JR.

Date: _____

SUZETTE MAGEE

Date: _____

ELIZABETH METHVIN

Date: _____

MARY F. DUNN

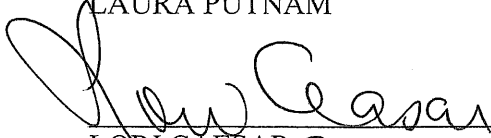
Date: _____

JOHN H. ANDRESSEN

Date: _____

LAURA PUTNAM

Date: 10.26.2022


LORI CAESAR Caesar Rmc

Date: _____

ROSA MANALE

Date: _____

CELESTE P. WARE

Date: _____

JANET MCBRIDE

Date: _____

VINCENT BORRELLO, JR.

Date: _____

MILTON DONEGAN, JR.

Date: _____

SUZETTE MAGEE

Date: _____

ELIZABETH METHVIN

Date: _____

MARY F. DUNN

Date: _____

JOHN H. ANDRESSEN

Date: _____

LAURA PUTNAM

Date: _____

LORI CAESAR

Date: 10/11/22

Rosa Manale
ROSA MANALE

Date: _____

CELESTE P. WARE

Date: _____

JANET MCBRIDE

Date: _____

VINCENT BORRELLO, JR.

Date: _____

MILTON DONEGAN, JR.

Date: _____

SUZETTE MAGEE

Date: _____

ELIZABETH METHVIN

Date: _____

MARY F. DUNN

Date: _____

JOHN H. ANDRESSEN

Date: _____

LAURA PUTNAM

Date: _____

LORI CAESAR

Date: _____

ROSA MANALE

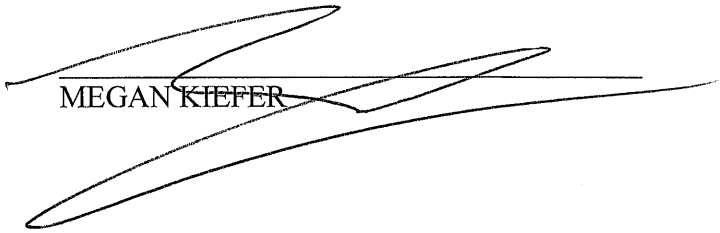
Date: 10-7-2022

Celeste P. Ware
CELESTE P. WARE

Date: 10-7-2022

Janet McBride
JANET MCBRIDE

Date: 11/10/22


MEGAN KIEFER