

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

FREDI GARCIA, *et al.*

on behalf of themselves and all  
others similarly situated.

Plaintiffs

Case No. 08-1201 HGB-KWW

(SECT. C, MAG. 4)

AUDUBON GOLF COURSES AND  
COMMUNITIES MANAGEMENT,  
LLC, *et al.*

Defendants.

Collective Action

WHEREAS FREDI LUIS BERTO MEIVAR-GARCIA (a.k.a. Fredi Garcia) MISABEL

GARCIA, JOSE SALVADOR BAILLADARES, VICTOR MANUEL MALDONADO ARTEA,

DENIS AMADOR DIAZ, EMILIO SALGUERO FUENTES, REYES AGUILAR-GARCIA,

JOSE PEDRO GARCIA, JERONIMO GARCIA, JOSE ENRIQUE GARCIA HERNANDEZ, EDGAR TOVANI GARCIA-MARQUEZ, SANTOS

LARA, ESVIN PADILLA, CARLOS LOPEZ, EDUARDO GARCIA, MANUEL GARCIA,

GUSTAVO GARCIA ( Named Plaintiffs ), and JOSE MOISES VIDEZ (a.k.a. Moises Lopez),

LUIS MANUEL TORO RODRIGUEZ, MARVIN PEREZ, NANCY SANCHEZ, NANCY

ORLANDO VERDE, ARMANDO MURILLO, TOMAS MEJILLA, JOSE MEJIA, JOSE

MARTINEZ, MANUEL LOPEZ, WILLIAM ADALBERTO LOPEZ, DIEGO L.

Lobo), EDIN EDILBERTO LOBO-RUIZ (a.k.a. Dario Lobo), RAMON ALBERTO GALVEZ,

HERNANDEZ (a.k.a. Adrian Lobo), MARIO HERNANDEZ, ADAN HERNANDEZ, HILDER

GARCIA, JESUS GARCIA, OSCAR BYRON

CASCO, JOSE BARRERA, MIGUEL ANGELO ALONSO, DOMINGO LOPEZ, ISMAEL

GARCIA-MALDONADO (a.k.a. Ilse Cavalea) (C.O. # 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100)

"Opt-In Plaintiffs" collectively referred to as "Plaintiffs") have commenced a lawsuit ("the action") against AUDUBON COMMUNITIES MANAGEMENT, LLC; AUDUBON-ALGIERS, LLC; AUDUBON-ALGIERS HOLDINGS I, LLC; AUDUBON-ALGIERS HOLDINGS II, LLC; AUDUBON-ALGIERS PARTNERS, LLC; AGS ALGIERS, LLC; AUDUBON BRIDGE CITY, LLC; AUDUBON BRIDGE CITY PARTNERS, LLC; AUDUBON ADD, LLC;

JACKSON PARTNERS, LLC; AUDUBON REALTY CAPITAL, LLC; ANDREW

SCHWABZ and CHARLES DENNETT, INC.

Eastern District of Louisiana hearing Civil Action Number 09-1201 LCD KWB (CDCT, C

MAG. 4).

WHEREAS Plaintiffs and Defendants wish to resolve their dispute

the costs and distraction of further litigation

IT IS HEREBY AGREED

in full satisfaction of the mutual promises and consideration

contained herein, as follows:

1. This action is settled on the following terms and conditions:

A. Defendants will pay a total of \$215,000.00 ("Settlement Amount") to Plaintiffs

Of the Settlement Amount, \$170,000.00 shall be paid to Plaintiffs for amounts to

be allocated as back wages, liquidated damages, and compensatory damages

forth in #1 D(2) of this Settlement Agreement and \$45,000.00 to the

D. Plaintiff agrees to accept the Defendants' Settlement Agreement in full settlement of

consistent with the terms set forth in the Release attached hereto as Ex. A

Settlement Agreement resolves, settles and compromises any and all claims that

have been brought or could ever be brought by Plaintiff against Defendants

Plaintiff, with respect to the following properties located in Louisiana, Mississippi and

between February 2005 and the date on which this Settlement Agreement is executed:

(1) The Audubon Oaks apartment complex, located in Baton Rouge, Louisiana;

Louisiana;

(2) The Audubon Village apartment complex, located in Baton Rouge, Louisiana;

Louisiana;

(3) The Audubon Park apartment complex, located in Baton Rouge, Louisiana; and

Louisiana; and

(4) The Audubon Grove apartment complex, located in Jackson, Mississippi.

owed them in full settlement of all claims Defendants may have against Plaintiff

consistent with the terms set forth in the Release attached hereto as Ex. A

D. The transaction of this settlement is hereby acknowledged as follows and in the following

order:

(1) On or before January 9, 2009, Defendants and Defendants' counsel shall

sign this Settlement Agreement and the Release attached hereto as Ex. A

Prejudice attached hereto as Ex. B and the Stipulation of Dismissal with

Prejudice, attached hereto as Ex. C. These documents should be delivered to the Southern Poverty Law Center 233 Peachtree Street, Suite 2150, Atlanta, GA 30303 via traceable overnight courier.

(2) On or before January 9, 2009, Defendants shall draft and deliver three (3)

separate certified checks to the Southern Poverty Law Center 233 Peachtree Street, Suite 2150, Atlanta, GA 30303 via traceable overnight

courier. One certified check shall be payable to "Southern Poverty Law Center" in the amount of \$26,058.47; one certified check shall be payable

to "The Pro Bono Project" in the amount of \$18,000.00 and one certified check shall be payable to the "National Employment Law Project" in the

amount of \$910.00. These payments shall satisfy the attorney's fees and costs portion of the Settlement Amount. The Southern

Poverty Law Center shall hold these checks in escrow until such time as the Court has so ordered the terms of this Settlement Agreement.

(3) On or before January 9, 2009, Defendants shall draft and deliver to the

Southern Poverty Law Center 233 Peachtree Street, Suite 2150, Atlanta, GA 30303 via traceable courier one certified check payable to Southern

Poverty Law Center Client Trust in the amount of \$170,000.00 (hereinafter "Damages Payment"). This shall be

payable to Plaintiffs and shall be disbursed as set forth in sub-paragraph 4 - 10, *infra*, of this agreement. The Southern Poverty Law Center shall

hold this check in escrow until such time as the Court has so ordered the terms of this Settlement Agreement.

(4) The Damages Payment shall be the sum of the following:

below, less any applicable taxes and pursuant to the procedure set forth in

sub paragraph 5.10.1.c. of the

		Damages)	
Daifnia Lopez	0,000.00		
Jose Carlos Barrera-Serrano	318.56		318.56
Ana Ruth Garcia Maldonado (aka Pao Canales)	2,322.07		2,322.07
A JUAN RODRIGUEZ MOLINA Castellanos	1,484.61		1,484.61
Oscar Dubon	3,181.32		3,181.32
			6,301.52
Fred Garcia			
Jana E. Freix (Janet H. ...)	4,000.00		
AJuan Fernandez-Mendez	1,272.53		1,272.53
	4,470.00		4,401.11

Ramon Alberto Galvez-Hernandez (a.k.a. Lobo)	1,008.70	1,008.70
Adrian Lobo)		
Edin Edilberto Lobo-Ruiz (a.k.a. Dario Lobo)	1,008.70	1,008.70
Wilmer Adalberto Lobo-Ruiz (a.k.a. Geobany Lobo)	1,481.64	1,481.64
Manuel Lopez	2,332.97	2,332.97
Jose Moises Videz (a.k.a. Moises Lopez)	2,120.88	2,120.88
Tomás Armenta	1,272.53	1,272.53
Hector Omar Rodriguez-Nunez	1,272.53	1,272.53
Miguel Garcia Rodriguez	2,298.75	4,597.51
Insa Salvador	2,298.75	4,597.51
Victor Manuel Maldonado-Arita	2,312.89	4,625.79
Emilio Salguero-Sarmiento	2,312.89	4,625.79
Reyes Acunlar Garcia	3,062.27	6,124.54
Denis Amador Diaz	2,213.02	4,427.84
Mario Hernandez-Mendez	1,527.03	1,527.03
Luis Alberto Valle	1,272.53	1,272.53



checks to Plaintiffs' counsel

(10) Audubon Communities Management, I.T.C. shall within 15 days of receipt

Atlanta, GA 30303 via traceable overnight service

supra less any applicable taxes or backup withholding Audubon

of the employer's share of any payroll taxes arising out of any back wages

payment, unless that back wages payment is subject to backup withholding.

(11) If Defendants do not default on their obligations under this Agreement,

within 15 days of the earlier of (a) the date of the

to be so ordered by the Court.

2. In the event of any litigation alleging non-compliance with the Settlement Agreement or the Release, such litigation shall occur before Section C of the United States District Court for

the terms of this Settlement Agreement as the Release, should the



prevail, that prevailing party shall be entitled to an award of its reasonable attorneys' fees with respect to enforcing this Settlement Agreement or the Release.

3. The parties agree that upon ratification of this agreement, they shall submit to the U.S.

District Court for the Eastern District of Louisiana a motion to attend the court for

for dismissal of this case with prejudice (as set forth in D. No. 100, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000)

4. By executing this Settlement Agreement, Defendants declare that

renewed and republished upon Audubon Communities Management, LLC's receipt from the

Southern Poverty Law Center of any proceeds described in ¶ 1(D)(9)

that this is a material representation.

5. The Southern Poverty Law Center declares that it will issue out of its Client Trust

Account the checks to Audubon Communities Management, LLC described in ¶ 1(D)(9)

with the payment terms set forth in ¶ 1(D)(10), *supra*. Defendants agree that if Audubon

Communities Management, LLC fails to

respecting Defendants' financial condition

made to be published with intent to deceive.

6. All Defendants shall be jointly and severally

Settlement Agreement.

7. Defendants agree that in the event that any Plaintiff seeks a reference for employment

Defendants shall provide a neutral reference that shall be limited to advising of the

which that Plaintiff was employed, and the position that he held.

Defendants agree that such a reference shall not be used as evidence in any lawsuit against the Plaintiffs named in this agreement for their participation in this

lawsuit. Defendants specifically warrant that they will not initiate contact with any law

enforcement agencies including any division of the United States Department of Homeland

Security (or of its constituent agencies) regarding any of the individuals named in this agreement

and/or any pending applications or petitions or proceedings which may be pending with respect

to any of the individuals named in this agreement. The parties agree and recognize, however,

that Defendants have a legal obligation to cooperate with federal, state, and local law

enforcement agencies and officials, and as requested to do so by subpoena or other formal

process and that any response by any Defendant or agent or employee thereof in the

circumstances shall not constitute a violation of this Settlement Agreement. Moreover, in the

event that any Plaintiff is subsequently apprehended, detained, or arrested, such actions shall not,

in and of themselves, constitute proof that any Defendant or agent or employee thereof has

violated any paragraph of this Settlement Agreement.

9. Defendants shall indemnify, defend, and hold Plaintiffs harmless for any failure by any

Defendant to comply with federal, state, or local tax obligations arising out of this Settlement

Agreement.

10. Plaintiffs shall indemnify, defend, and hold Defendants harmless for any failure by any

Defendant to

agreement.

and does not constitute an admission of liability or an acknowledgment of wrongdoing or violation of any state, federal,

Amended Complaint do not constitute proof of any violation of any state, federal,

or local laws by any Defendant.

12. The Southern Poverty Law Center affirms that it is authorized by Plaintiffs to execute this Settlement Agreement on their behalf.

13. Andrew Schwarz affirms that he is authorized by all Defendants to execute this

Settlement Agreement and the Release on all Defendants' behalf.

14. The parties have executed with their respective attorneys the terms of this agreement, and execute it voluntarily and of their own free will. Moreover, the terms of the

Settlement Agreement and the Release have been fully explained in detail by Plaintiffs' counsel to each of their respective clients, and similarly by Defendants' counsel to each Defendant.

Each party expressly waives any argument or claim that can be based on the terms of this

this Settlement Agreement on the terms of this Settlement Agreement.

nature and terms of the agreement.

15. Each of the undersigned Parties represents and warrants to the other Parties that each Party has the full authority necessary to execute and perform all obligations under this Settlement

agreements, whether or not consummated, shall not in any event be

construed or deemed for any purpose whatsoever as a representation, concession, or an admission

of liability, or an acknowledgment of wrongdoing or violation of any state, federal, or local law,

or as deemed to be evidence of any violation of any state, federal, or local law.

counterclaim or third party claim which has or could have been asserted in the caption of this case, and the deficiency of any defense which has or could have been asserted in the caption of this case.

Defendants were their employers and Defendants deny that they knowingly employed Plaintiff.

17. Plaintiffs and Defendants, through their counsel, have cooperated in the drafting and preparation of this Settlement Agreement, and this Settlement Agreement shall not be construed against either Plaintiff or Defendant.

Defendants with respect to all matters relating to this Settlement Agreement and supersede all prior agreements or understandings. Plaintiff and Defendant shall not be bound by any terms, covenants, conditions or representations not expressly contained herein.

19. This Settlement Agreement may not be modified or changed orally, and any modification or change is sought only by an agreement in writing signed by both parties.

20. Any notice to the parties regarding the provisions of this Settlement Agreement shall be given by overnight courier service, addressed as follows:

For Plaintiff:  
Daniel Werner, Esq.  
Southern Poverty Law Center  
Immigrant Justice Project  
233 Peachtree Street NE  
Atlanta, GA 30303

For Defendants:  
Mr. Andrew Schwarz  
Audubon Communities Management  
1000 South Lenox Road  
Building 1, Suite 203  
Maple Shade, New Jersey 08052

and

Sher Garner Cahill Richter  
Klein & Hilbert, L.L.C.  
909 Poydras Street 28th Fl.  
NEW ORLEANS, LA 70112-1033

21. This Settlement Agreement may be executed in any number of counterparts

executed signature pages from each actual or electronic counterpart may be joined together and attached to one such original, which shall constitute one and the same instrument

22. This Settlement Agreement shall bind the parties, their

affiliates, successors and assigns


23. All representations, warranties, covenants and agreements contained in this Settlement

Agreement shall survive the execution and delivery of this Settlement Agreement

IN WITNESS WHEREOF, the parties have hereunto

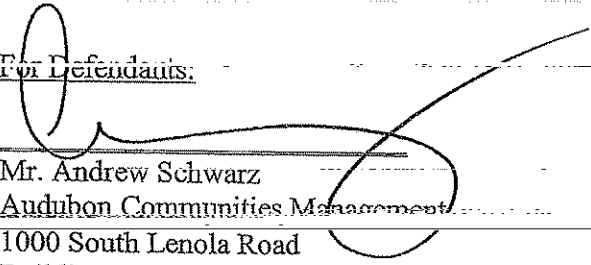
appearing below:

For Plaintiffs:

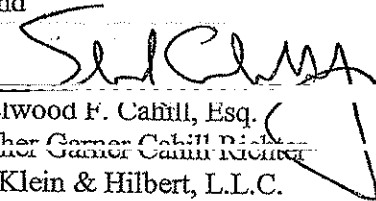
  
Daniel Warner, Esq.  
Southern Poverty Law Center  
Immigrant Justice Project  
233 Peachtree Street NE  
Atlanta, GA 30303

2/4/09

For Defendants:

  
Mr. Andrew Schwarz  
Audubon Communities Management  
1000 South Lenola Road  
Building 1, Suite 203  
Maple Shade, New Jersey 08052

and

  
Elwood F. Cahill, Esq.  
~~Sher Garner Cahill Richter~~  
Klein & Hilbert, L.L.C.  
909 Poydras Street, 28th Fl.  
New Orleans, LA 70112-1033

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

FREDI GARCIA, *et al.*

on behalf of themselves and all  
*others similarly situated*

Plaintiffs,

Civ. No. 08-1291-HGB-KWR

(SECT. C, MAG. 4)

AUDUBON COMMUNITIES MANAGEMENT,  
LLC, *et al.*

Collective Action

RELEASE

Defendants AUDUBON COMMUNITIES MANAGEMENT, LLC; AUDUBON ALGIER  
LLC; AUDUBON-ALGIERS HOLDINGS I, LLC; AUDUBON-ALGIERS HOLDINGS II,  
LLC; AUDUBON-ALGIERS PARTNERS, LLC; AGS ALGIERS, LLC; AUDUBON BRIDGE

AUDUBON RATON ROUGE PARTNERS, LLC; AUDUBON JACKSON, LLC; AUDUBON  
JACKSON PARTNERS, LLC; AUDUBON JACKSON PARTNERS, LLC; AUDUBON  
JACKSON PARTNERS, LLC; AUDUBON REALTY CAPITAL, LLC; ANDREW

SCHWARZ, and CHARLES REHYER, their heirs, executors, administrators, agents, successors,

and assigns ("Defendant Releasers") hereby release each and every named Plaintiff, Individual

Plaintiff and (Inf-In Plaintiff) their heirs, executors, administrators, agents, successors,

and assigns ("Plaintiff Releasees") from all actions, claims, demands, suits, damages, costs, expenses,

money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, and

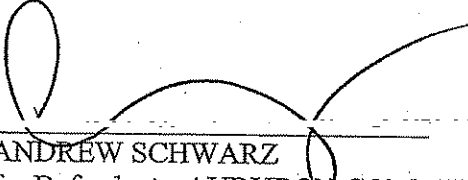
Defendant Paleyora now have a 1-1-09

matter cause or thing whatsoever from the beginning of the world to the date of this

Agreement. This Release and the Release to which it refers shall be binding on the parties and their

Agreement between the parties pursuant to which this Release is being made.

identified above has authorized Andrew Schwarz to execute this document on its behalf

  
ANDREW SCHWARZ

1/21/09  
Date

MANAGEMENT, LLC; AUDUBON-ALGIERS, LLC;  
AUDUBON-ALGIERS HOLDINGS I, LLC;  
AUDUBON-ALGIERS HOLDINGS II, LLC;  
AUDUBON-ALGIERS PARTNERS I, LLC; ACS  
AUDUBON BRIDGE CITY PARTNERS, LLC;  
AUDUBON JACKSON, LLC;  
AUDUBON JACKSON PARTNERS, LLC; AUDUBON  
REALTY CAPITAL, LLC; ANDREW SCHWARZ  
and CHARLES REHYER.



EASTERN DISTRICT OF LOUISIANA

FREDI GARCIA, *et al.*

on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

AUDUBON COMMUNITIES MANAGEMENT,  
LLC, *et al.*

Defendants.

Civ. No. 08-1291-HGB-KWR  
(SECT. C, MAG. 4)

Collective Action

RELEASE

Plaintiff

his heirs, executors, administrators, agents, successors

and assigns ("Plaintiff Releasors") hereby release Defendants AUDUBON COMMUNITIES

MANAGEMENT, LLC; AUDUBON-ALGIERS, LLC; AUDUBON-ALGIERS HOLDINGS I,

LLC; AUDUBON-ALGIERS HOLDINGS II, LLC; AUDUBON-ALGIERS PARTNERS, LLC;

AGS ALGIERS, LLC; AUDUBON BRIDGE CITY, LLC; AUDUBON BRIDGE CITY

PARTNERS, LLC; AUDUBON BRIDGE CITY PARTNERS, LLC;

AUDUBON JACKSON, LLC; AUDUBON JACKSON PARTNERS, LLC; AUDUBON

accounts, mechanics, bonds, LHM, ...

promises, variances, trespasses, damages, and ...

successors over him, now have or hereafter can claim or may have for him or by reason of any

matter, cause, or thing from the beginning of the world to the date of this Release.

this Release. Plaintiff represents and warrants that he has not assigned to another party

he has or had against Defendant Releasees. Plaintiff relinquishes, and agrees not to seek or

accept, any monetary award against the Defendant Releasees arising from any claim or cause

asserted or to be asserted (if at all) by any governmental agency based on any act or omission

occurring prior to the date of this Release. This Release does not extend to rights and remedies

arising under the Settlement Agreement between the parties pursuant to which this Release was

executed.

\_\_\_\_\_

DATE

PRINTED NAME