

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION

DAVID B. MEANS, ET AL	§	CIVIL ACTION NO. 5:23-cv-00669
	§	
VERSUS	§	JUDGE JERRY EDWARDS, JR.
	§	
DESOTO PARISH, ET AL.	§	MAG. JUDGE MARK L. HORNSBY

**DEFENDANTS' MEMORANDUM IN OPPOSITION TO
PLAINTIFFS' MOTION FOR ATTORNEYS' FEES AND EXPENSES**

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**DEFENDANTS' MEMORANDUM IN OPPOSITION TO
PLAINTIFFS' MOTION FOR ATTORNEYS' FEES AND EXPENSES**

Plaintiffs¹ have filed a Motion for Attorneys' Fees and Expenses [Doc. 136] which includes a request for expert fees, as well. Plaintiffs claim they are the prevailing parties in this litigation, relying upon a negotiated Joint Motion for Entry of a Consent Order [Doc.126]. That claim is simply false.

I. PLAINTIFFS WERE NOT THE PREVAILING PARTY

A. Plaintiffs' Claim For Attorneys' Fees and Expenses is Based On a False Premise

There was but one substantive hearing in this case, and the Plaintiffs lost it [Doc. 58]. There have been no other substantive hearings in the case. Plaintiffs rely on and misconstrue a Joint Motion for Entry of a Consent Order [Doc. 126] filed by Plaintiffs and Defendants, collectively. Plaintiffs' counsel's effort in this case (described *infra*) has nothing to do with why the Joint Motion for Entry of a Consent Order was agreed to and filed. Paragraph 2 of the Joint Motion describes what actually precipitated the mutual agreement to file the joint motion:

Following the United States Supreme Court's decision in *Louisiana v. Callais*, Nos. 24-109 and 24-110, 608 U.S. ____ (2026), the Parties have conferred and reached an agreement establishing a process for the resolution of this litigation.

When the Supreme Court decided to actually take the *Callais* case for hearing, the parties agreed upon a stay [Doc.110], because it was thought (ultimately to be confirmed) that the *Callais* decision may have some impact on the issues presented in this case related to the redistricting of the DeSoto Parish Police Jury. The case remained stayed until the *Callais* decision was handed down by the Supreme Court. The Plaintiffs and Defendants agreed to lift the stay. The matter was

¹ David B. Means, Ryan Dupree, Robert G. Burford, Robert Gross, Mary L. Salley, Martha Trisler, John F. Pearce, Joe Cobb, Jack L. Barron, W. Bruce Garlington, and Donald Barber's (collectively referred to as the "**Plaintiffs**").

stayed from September 19, 2025 to May 15, 2026 [Doc. 110], when the stay was lifted by the Court [Doc. 112]. Nothing of any note happened in the interim.

The *Callais* ruling in simple terms is that a person's race cannot be used as a factor or basis in drawing districts. The current redistricting plan (Revised Plan H) was drawn with race as one of many considerations, such as incumbency. The Supreme Court has changed the dynamic in *Callais*, but Plaintiffs in this case and their counsel had nothing to do with it.

The Police Jury, given the new landscape established by *Callais*, elected to waive its right under *Grove v. Emison*, 507 U.S. 25 (1993) to first enact its own redistricting plan prior to judicial intervention. As is obvious, that saves money and time, both important considerations to the Police Jury. With the Consent Order and the Amended Scheduling Order entered on September 14, 2026 [Doc. 143], the Court and interested parties must quickly consider a plan proposed by the Special Master, Thomas Bryan, appointed by the Court. The Court's Amended Scheduling Order [Doc. 143] provides two opportunities to address Mr. Bryan's proposed district map. The Court will ultimately enter an order adopting the proposed map, or the proposed map as modified, by December 22, 2026 [Doc.143]. As a result, a court-ordered plan will be enacted by the end of 2026, perhaps a year sooner than if the Defendants had tried to first adopt their own map. Defendants thank the Court for its assistance in this regard.

B. This Case Was Not "Extensive" Litigation

The actual motion for attorneys' fees and expenses [Doc. 136] is replete with false statements. Page 1 refers to this case as "extensive litigation." The docket sheet reflects the following substantive submissions to the Court:

- 1) The initial Complaint [Doc. 1];
- 2) Motion for Preliminary Injunction filed on May 19, 2024 [Doc. 2];
- 3) Memorandum in Support of Motion for Preliminary Injunction [Doc. 6];

- 4) Amended Motion for Preliminary Injunction [Doc. 9];
- 5) Memorandum in Support of Amended Motion for Preliminary Injunction [Doc. 12];
- 6) Reply to Response to Motion re: Amended Motion for Preliminary Injunction [Doc. 37];
- 7) Minutes of Proceedings on the Hearing on the Motion for Preliminary Injunction on July 11, 2023 and July 12, 2023 [Docs. 57 and 58]. After a two-day hearing, the Court denied the Motion for Preliminary Injunction [Doc. 58];
- 8) Second Amended Complaint [Doc. 101];
- 9) Motion to Stay [Doc. 106];² and
- 10) Motion for Summary Judgment [Doc. 121];

The Court is well aware that, as of now, there are 146 docket entries, including all the pro hac admissions, etc., which is not voluminous in the least. The case was stayed, as mentioned above, from September 19, 2025 to May 15, 2026. The only substantive hearing and resulting decision was in connection with a preliminary injunction hearing not mentioned by the Plaintiffs in their brief, which they lost [Docs. 57, 58].³

C. Plaintiffs Have Grossly Mischaracterized the Motion for Entry of a Consent Order

The most egregious misstatement in Plaintiffs' memorandum is at page 10, where the Plaintiffs say the following:

Plaintiffs did not rely on voluntary changes by Defendants; they obtained a court order permanently enjoining Defendants' conduct and requiring affirmative remedial action. (emphasis added.)

That is false. The decision to file the Motion for Consent Order was reached by mutual agreement as a settlement between the parties as a result of the *Callais* decision of the United States Supreme

² This motion to stay was a 2-page document, and it was by agreement based upon the acceptance by the Supreme Court to hear the *Callais* case.

³ The decision of the district court was based on the Purcell Doctrine, simply meaning that the Court could not order an amendment to districts too close to an election, because preparing for the election by the Secretary of State and local election officials could not feasibly be carried out in time.

Court. The following exchange occurred between June 24 through 26, 2026, negotiating what should be included in the consent order:

Mr. Reynaud to Mr. Torchinsky:

Jason this is a settlement and like most, if not all, settlements there need not be an admission of liability. Moreover, a Court can enforce settlements of litigation before it. We are willing to agree to that stipulation.

* * *

We will also discuss your request for fees, but I suspect the answer to that will be no. We are settling to avoid additional litigation from your clients or the LDF without any admission of liability.⁴

Mr. Torchinsky to Mr. Reynaud:

We do not think the court has the authority to impose a new map without an injunction or liability finding. This is not an ordinary settlement between parties because you need the court to 1) declare your current enactment invalid and 2) impose a map to protect you from further liability.

Mr. Torchinsky finally agreed that there would be no admission of liability (*i.e.*, the unconstitutional finding regarding the Revised Plan H) when, in an email to Carroll Devillier, with a copy to Mr. Reynaud, he said:

I think we need to insist on an injunction issuing or a liability determination. Without that, we think the federal court is without authority to impose a new map. I don't think I can recall a case where a federal court has imposed a map without one of those two.⁵

Clearly, Mr. Torchinsky was simply trying to ensure the Court had jurisdiction to enact its own plan and he was not insisting on an admission of any liability. To that end, if the Court would compare the draft submitted by Plaintiffs' counsel, which included the following language in then-draft paragraph 3:⁶

⁴ This email exchange is attached as Defendants' **Exhibit 1**.

⁵ This email exchange is attached as Defendants' **Exhibit 2**.

⁶ This draft is attached as Defendants' **Exhibit 3**.

The Parties agree that, in light of the Supreme Court’s decision and the claims asserted in this action, the Enacted Plan should be declared unconstitutional and that future elections should not be conducted under the Enacted Plan.

That language was taken out. There is no stipulation of record that Revised Plan H was unconstitutional [Doc. 126].

Importantly, Defendants refused, and still refuse, to admit that Revised Plan H is unconstitutional. Plaintiffs agreed to delete that language from their draft of the Motion for Entry of a Consent Order. Defendants have simply agreed to allow the court-appointed Special Master to propose a new plan without any finding of liability on their part, just like any other settlement. The injunction was surplusage that counsel for Plaintiffs said was needed to give the Court jurisdiction to enact a new plan [Doc. 126]. Plaintiffs did not “obtain” it, the parties mutually agreed to it. The premise of Plaintiffs as a “prevailing party” is a falsehood. The *Callais* decision, and only the *Callais* decision, changed the way these redistricting cases are to be decided.

II. THE BURDEN OF PROVING A CASE FOR RECOVERY OF FEES RESTS ON THE SHOULDERS OF PLAINTIFFS

42 U.S.C. § 1988(b) provides:

In any action or proceeding to enforce a provision of sections 1981, 1981a, 1982, 1983, 1985, and 1986 of this title, title IX of Public Law 92-318, the Religious Freedom Restoration Act of 1993, the Religious Land Use and Institutionalized Persons Act of 2000, title VI of the Civil Rights Act of 1964, or section 12361 of Title 34, the court, in its discretion **may allow** the prevailing party, other than the United States, **a reasonable attorney’s fee** as part of the costs, except that in any action brought against a judicial officer for an act or omission taken in such officer’s judicial capacity such officer shall not be held liable for any costs, including attorney’s fees, unless such action was clearly in excess of such officer’s jurisdiction.

(**emphasis** ours.) The standard, therefore, is discretionary for the Court to award fees. Discretion in this case, respectfully, should be utilized to deny Plaintiffs’ claim for fees.

The party requesting fees bears the burden of proving that the rates charged and hours expended are reasonable. *Blum v. Stenson*, 465 U.S. 886, 896, Note 11 (1984); *Walker v. U.S. Department of Housing and Urban Development*, 99 F.3d 761, 770 (5th Cir. 1996). The determination of reasonable fees to award is a two-step process. *White v. Imperial Adjustment Corporation*, 2005 WL 1578810 (E.D. La. 2005).

First, it begins with the calculation of a “lodestar” by multiplying the number of hours *reasonably* expended by the *reasonable* hourly rate in the community for such work. *Id.* at *4; *Tollett v. City of Kemah*, 285 F.3d 357, 367 (5th Cir. 2002); *Migis v. Pearle Vision, Inc.*, 135 F.3d 1041 (5th Cir. 1998).⁷ To calculate the threshold lodestar amount, the court must determine what number of hours would have been reasonable in the situation and what a reasonable hourly rate should have been charged for that work in this community. “Excessive, duplicative, or inadequately documented time” is to be excluded when arriving at the initial lodestar. *Gilmore v. Audubon Nature Institute*, 353 F.Supp.3d 499 (E.D. La. 2018).

Second, after arriving at the reasonable lodestar figure, courts may adjust the lodestar upward or downward depending on the applicability of the twelve “Johnson factors.” They are: (1) the time and labor required; (2) the novelty and difficulty of the issues; (3) the skill required to perform the legal services properly; (4) the preclusion of other employment by the attorneys; (5) the customary fee; (6) whether the fee is fixed or contingent;⁸ (7) the time limitations imposed by the client or circumstances; (8) **the amount involved and results obtained**; (9) the experience,

⁷ The United States Court of Appeals for the Fifth Circuit has held that the factors used by Louisiana courts are very similar to those used in the federal lodestar calculation and has upheld its use to determine attorneys’ fees where Louisiana law is applied. *Chevron U.S.A. v. Aker Mar. Inc.*, 689 F.3d 497, 505 (5th Cir. 2012).

⁸ The U.S. Supreme Court has barred the sixth factor, the fixed fee or contingency element, from being applied. *Walker*, 99 F.3d at 772, citing *City of Burlington v. Dague*, 505 U.S. 557, 562 (1992).

reputation, and ability of the attorney; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) the award in similar cases.⁹

The U. S. Supreme Court explained that there “is no precise rule or formula for making these determinations,” suggesting that the district court “may attempt to identify specific hours that should be eliminated, or it may simply reduce the award to account for the limited success.” *Hensley v. Eckerhart*, 103 S.Ct. 1933, 1941 (1983). The Court went on to provide that if “a plaintiff has achieved only partial or limited success, the product of hours reasonably expended on the litigation as a whole times a reasonable hourly rate may be an excessive amount.” ***“The most critical factor is the degree of success obtained.”*** *Id.* (**emphasis added**); see also, *Migis*, 135 F.3d at 1047.

A. All Fees Should Be Rejected Because of Plaintiffs’ Lack of Success in the Litigation

Johnson Factor Number 8 calls for a consideration of the relative success of the fee applicant’s claim. Again, the Fifth Circuit stressed that “the most critical factor is the degree of success obtained.” *Migis, Id.* In the *Hensley* case, *supra*, the United States Supreme Court opined at length on the reduction of attorneys’ fee awards when fee applicants had only been partially successful on the claims they brought. *Hensley*, 103 S.Ct. at 1939-43. “A reduced fee award is appropriate if the relief [achieved] ... is limited in comparison to the scope of the litigation as a whole.” *Id.* at 1943. Work on an unsuccessful claim cannot be considered work “expended in the pursuit of the ultimate result achieved.” *Id.* at 1940. No fee may be awarded for services on the unsuccessful claim. *Id.*

⁹ *Heidtman v. County of El Paso*, 171 F.3d 1038, 1043 & n.5 (5th Cir. 1999) (**emphasis added**) (quoting *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974)).

The *Hensley* case was ultimately remanded to the district court to ascertain what a reasonable attorney fee would be in light of the level of success. Because there is no “precise rule or formula for making these determinations,” the district court can try to “identify specific hours that should be eliminated, or it may simply reduce the award to account for the limited success.” *Id.* at 1941. *See also Migis*, 135 F.3d at 1057-59; *Leroy v. City of Houston*, 906 F.2d 1068, 1084 (5th Cir. 1990); *Hopwood v. State of Tex.*, 236 F.3d 256, 278-279 (5th Cir. 2008).

In *Farrar Hobby*, 506 U.S. 103, 113 S.Ct. 566, 577 (1992), the United States Supreme Court explained that the “most critical factor” in determining the reasonableness of the fees to be awarded is the degree of success obtained:

Once civil rights litigation materially alters the legal relationship between the parties, “the degree of the plaintiff’s overall success goes to the reasonableness” of a fee awarded under *Hensley v. Eckerhart*, 461 U.S. 424, 103 S.Ct. 1933, 76 L. Ed.2d 40 (1983). *Garland, supra*, 489 U.S. at 793, 109 S.Ct. at 1494. Indeed, the “most critical factor” in determining the reasonableness of a fee award “is the degree of success obtained.” *Hensley, supra*, 461 U.S., at 436, 103 S.Ct. at 1941. Accord, *Marek v. Chesny*, 473 U.S. 1, 11, 105 S.Ct. 3012, 3017, 87 L.Ed 2d 1 (1985).

* * *

We have already observed that if “a plaintiff has achieved only partial or limited success, the product of hours reasonably expended on the litigation as a whole times a reasonable hourly rate may be an excessive amount.” *Hensley, supra*, 461 U.S., at 436, 103 S.Ct. at 1941.

In *Farrar*, the Supreme Court then reversed an attorney fee awarded of \$280,000 and awarded zero in attorney fees even though the plaintiffs were the prevailing parties because the plaintiffs only had limited or partial success in the litigation. *Farrar*, 113 S.Ct. at 575; *see also Garcia v. City of Houston*, 201 F. 3d 672, 679 (5th Cir. 2000) (affirming award of only one-fourth the legal fees requested which was “proportionate to the plaintiffs’ success”).

More recently, in *Fessler v. Porcelana Corona de Mexico, S.A. de C.V.*, 23 F.4th 408 (5th Cir. 2022), the Fifth Circuit vacated and remanded a \$4,333,949.50 attorneys’ fees award in a

consumer class action, holding that the district court abused its discretion in calculating and refusing to reduce the lodestar based on the class's limited success. *Id.* at 415-419. The court held the district court erred by treating the class's limited recovery as irrelevant to the fee calculation, explaining that "not receiving every bit of relief requested is no reason to reduce the lodestar" misconstrued circuit precedent because the "degree of success obtained" is "the most critical factor" in assessing reasonableness. *Id.* at 418-19 (citing *Hensley*, 103 S. Ct. at 1941). The court further held that fees for hours spent on unsuccessful, factually distinct claims cannot be recovered absent specific findings that those claims share a "common core of facts" or "related legal theories" with the successful claims, and that a district court's failure to make such findings is itself an abuse of discretion. *Id.* at 416-17 (citing *Hensley*, 103 S. Ct. at 1940). On remand, the Fifth Circuit instructed the district court to directly compare what was sought in the litigation against what was actually recovered by the class. *Id.* at 418.

In this case, we are not dealing with a prayer for a money judgment in which the Plaintiffs failed to even come close to the amount prayed for. In this case, we are dealing with a material intervening event (*Callais*) that the Plaintiffs had nothing to do with on which now they seek over \$600,000 in attorneys' fees. There was but one hearing, and the Plaintiffs lost. *Callais* is decided while this case is stayed and a mutual settlement agreement is negotiated, wherein Defendants agree to let the Court quickly come up with a new plan to save time and money. The Joint Motion for Entry of a Consent Order [Doc. 126] specifically says that both parties will reserve the right to dispute the issue of fees. These Plaintiffs did nothing to advance the ball in this litigation. While the case was stayed, the important *Callais* decision was handed down, and now, because of that decision with which they had no involvement, Plaintiffs want over \$600,000 in fees and costs. That is, respectfully, outrageous.

III. PLAINTIFFS' FEES AND COSTS ARE NOT SUPPORTED BY THE RECORD AND ARE NOT REASONABLE

Even if Plaintiffs were the prevailing party (which is denied for the reasons set forth above), they would only be able to recover under either applicable statute “reasonable” attorney’s fees or costs “in any action or proceeding” as the court “in its discretion, may allow.” 42 U.S.C. §1988(b); 52 U.S.C. §10310(e). Plaintiffs’ motion seeks an award of \$455,719.50 for the Holtzman Vogel firm and \$36,108 for Weiner, Weiss and Madison firm plus costs of \$49,778.98 and then “enhanced” fees for a total of \$639,482.28 in fees and costs. It is particularly important that any fee awarded be reasonable when the action is against a small governmental entity, like DeSoto Parish here, where such award is ultimately paid by local taxpayers or could result in less funding being available for vital public services. *See Perdue v. Kenny A. ex. rel. Winn*, 559 U.S. 542, 130 S. Ct. 1662, 1667 (2010) (cautioning that “state and local governments have limited budgets [and] money that is used to pay attorney’s fees is money that cannot be used for programs that provide vital public services”).

The requested fees and costs are not supported by the record and are extremely excessive and not “reasonable” under any proper measure.

A. Plaintiffs Have No Basis to Recover Pre-Litigation Legal Fees Incurred in Seeking Relief Through the Political Process or in Connection with Challenging Plans Which were not the Final Enacted Plan

As set forth in the original Complaint and Second Amended Complaint which was the last amended complaint filed, this action challenges the legality of a redistricting plan enacted by the DeSoto Parish Police Jury (the “Police Jury”) on April 10, 2023 (the “Enacted Plan”), and to preliminarily and permanently enjoin the Defendants from holding elections under the Enacted Plan. *See* Complaint [Doc. 1 at ¶53 and prayer for relief] and Second Amended Complaint [Doc. 101 at ¶60 and prayer for relief]. Both the original Complaint and the Second Amended Complaint

specifically define the Enacted Plan at issue as the redistricting plan enacted by the Police Jury on April 10, 2023. *See* Complaint at ¶53; Second Amended Complaint at ¶60. The Complaint was filed on May 18, 2023. *See* Complaint [Doc. 1].

Although this litigation is over the April 10, 2023 Enacted Plan, Plaintiffs are seeking substantial fees which predate not only the filing of the Complaint on May 18, 2023, but also which predate even the Enacted Plan at issue. Plaintiffs' Exhibit 1A to their motion reflects entries dating back to April 19, 2022, or nearly a year before this suit was filed and the Enacted Plan became law. This time prior to April 10, 2023 had to do with Plaintiffs through counsel either seeking relief through the political process with regard to alternative plans or possible litigation over alternative plans which were not the final plan and not this litigation over the final Enacted Plan. *See* Exhibit 1A to Plaintiffs' Memorandum and Complaint at ¶¶ 34 through 59.

The provisions for attorney's fees provide for reasonable fees "in any action or proceeding." 42 U.S.C.A. §1988(b); 52 U.S.C.A. §10310(e). Seeking political relief before the DeSoto Parish Police Jury to adopt an alternative plan or work in connection with challenging plans which were not the final plan and which preceded the filing of this Complaint in this litigation over the April 10, 2023 Enacted Plan are not recoverable on the face of the statute as they are not fees in the "action or proceeding."¹⁰

In *Watkins v. Fordice*, 7 F.3d, 453, 458 (5th Cir. 1993), the Fifth Circuit explained that prevailing parties may recover only fees for time "reasonably expended on the litigation." *Watkins*, *supra*, quoting *Hensley v. Eckerhart*, 461 U.S. 424, 433, 103 S. Ct. 1933, 1939 (1983). Lobbying

¹⁰ Plaintiffs' claims in the Complaint and Second Amended Complaint also do not even assert a claim for pre-litigation fees but rather seeks fees and costs "incurred in bringing this action." *See* Complaint [Doc. 1 at ¶100] and Second Amended Complaint [Doc. 102 at ¶112]. Plaintiffs should not be allowed to recover on a claim that was not even plead.

a legislative body before filing a lawsuit is not time “reasonably expended on the litigation.” *Id.*

In *Watkins*, the Fifth Circuit further explained as follows:

Instead of filing suit, individuals may seek relief through the political process. While, at times, it may be advisable to pursue political alternatives before resorting to litigation, these activities, occurring before the initiation of a lawsuit, are not within the purview of “litigation.” *Id.*

The Fifth Circuit then affirmed the trial court’s denial of pre-litigation fees based on 230 hours incurred in seeking relief through the political process. *Id.* at 457-458; *see also, Perez v. Texas*, 2025 WL 3288434 (W.D. Tex. 2025) (“While exhausting the legislative options before turning to litigation may have been ‘advisable’, the time spent thereon was not reasonably expended on *this* litigation” and not recoverable) (*emphasis* in original)(citing *Watkins*, 7 F.3d. at 458).

Plaintiffs’ submission of the recorded time of the Holtzman Vogel firm which is Exhibit 1A to their Motion shows 17 pages of time entries for work done prior to the April 10, 2023 Enacted Plan while they sought relief through the political process and/or for work challenging plans which were not the final Enacted Plan.¹¹ The Plaintiffs did not submit any summary sheet which shows the total amount of this pre-litigation time. In order to show a summary of this time, attached hereto as Defendants’ **Exhibit 4** is the Affidavit of Jane Johns, which identifies a copy of an Excel spreadsheet (Defendants’ **Exhibit 4-A**) that she prepared, which outlines the hours of time for Plaintiffs’ work prior to April 10, 2023, as shown on Plaintiffs’ Exhibit 1A. This spreadsheet reflects that there were 208.43 hours recorded for this time, with recorded fees of \$64,348.80 for work done prior to the April 10, 2023, Enacted Plan. All of these fees should be excluded as it did not arise in the litigation but rather were incurred in seeking political relief or with challenging alternative plans which were not the final Enacted Plan at issue in the litigation.

¹¹ The submission of Weiner, Weiss, and Madison firm which is Exhibit 2A to Plaintiffs’ Motion does not seek recovery of time prior to the April 10, 2023 Enacted Plan.

B. Plaintiffs Have Not Proved that Their Fees and Costs are Reasonable Through Their Submission

In calculating reasonable attorney's fees, "the court must first calculate the 'lodestar' by multiplying the number of hours reasonably spent on litigation times a reasonable hourly rate." *Watkins*, 7 F.3d at 457, citing *Hensley*, 103 S.Ct. at 1939 (1983). The lodestar looks to "the prevailing market rates in the relevant community." *Perdue*, 130 S.Ct. at 1672 citing *Blum v. Stenson*, 465 U.S. 886, 104 S.Ct. 1541 (1984).

"The party seeking attorneys' fees must present adequately documented time records to the court." *Watkins*, 7 F.3d at 457. "Using this time as a benchmark, the court should exclude all time that is excessive, duplicative or inadequately documented." *Id.* citing *Hensley*, 103 S.Ct. at 1939; *Von Clark v. Butler*, 916 F.2d 255, 258 (5th Cir. 1990).

Here, Plaintiffs requested and received an additional thirty days beyond the original fourteen days to file their Motion for Attorneys' Fees. *See* Order [Doc. 131]. Despite having plenty of time to submit sufficient supporting documentation (44 days), Plaintiffs failed to establish through affidavits and other documents the reasonableness of the fees and costs requested.

Plaintiffs did not submit copies of the actual bills sent by the law firms and received by them nor did they provide any documents or information as to what their counsel were paid. Plaintiffs' Exhibit 1A on the first page at the top left has a notation "Time Detail." Likewise, Plaintiffs' Exhibit 2A shows the top left notation "Time Report" on the first page. Neither document on their face appear to be actual bills sent to the Plaintiffs by their counsel.

Defendants asked in discovery for Plaintiffs to produce the actual bills sent by their counsel and received by them and Plaintiffs objected to that discovery and refused to produce the documents. *See* Plaintiffs' Objections to Defendants' Second Set of Interrogatories and Request for Production of Documents attached hereto as **Exhibit 5** at responses to Interrogatories Nos. 2

and 4 and Responses to Requests for Production Nos. 3 and 5. Similarly, Defendants asked in discovery the amount of fees and costs paid to Plaintiffs' counsel in this litigation which Plaintiffs refused to provide. *Id.* at Response to Interrogatory No. 3 and Request for Production of Documents Nos. 4 and 5.

Plaintiffs would not even disclose whether there was an engagement agreement with counsel and produce copies of the engagement agreement. *Id.* at Response to Interrogatory Nos. 1 and 5 and Request for Production of Documents Nos. 1 and 2. Whether there was even an agreement as to hourly rates to be charged by the Holtzman Vogel firm is not known as Plaintiffs would not disclose the engagement agreements. While the Declaration of Reid Jones (Plaintiffs' Exhibit 2 at ¶5) states that he "accepted" or agreed to an hourly rate of \$295.00, the Declaration of Joseph Torchinsky does not state whether any of the hourly rates charged for the people of Holtzman Vogel firm were agreed to by the Plaintiffs.

The Declaration of Mr. Torchinsky (Plaintiffs' Exhibit 1) states that the firm clients are billed at hourly rates for its partners, associates, and staff. The document attached to his Declaration called "Time Detail" (Plaintiffs' Exhibit 1A) does not state whether any of the people listed are partners, associates, or staff. Mr. Torchinsky's Declaration identifies himself as a partner but does not identify the positions held by any of the other timekeepers such as whether they are a partner, associate, or staff and if they are an associate how long have they been an associate (*i.e.*, whether they are a junior or senior associate). There are thirty different timekeepers shown on Plaintiffs' Exhibit 1A. *See* Defendants' Exhibit 4 and 4-B. Mr. Torchinsky submits his own bio as Plaintiffs' Exhibit 1C to his affidavit and states in his affidavit how many years he has practiced and his experience, but no such information is provided for the other twenty-nine timekeepers.

In *Watkins, supra.*, in determining the reasonable hourly rates charged by the attorneys and whether it was consistent with prevailing market rates in the locality, the Court considered the number of years of experience of the attorneys such as whether they have practiced for more than ten years or from four to ten years. *Watkins*, 7 F.3d at 458. That has not been done here and cannot be done here because of the lack of supporting documentation submitted by Plaintiffs. This Court should not have to attempt to find its own evidence to support Plaintiffs' Motion for Fees when Plaintiffs fail to do so and then chose to object to discovery which may have provided the information.

Although Plaintiffs on the first page of their Motion state that a "timekeeper summary" is attached, there is in fact no summary sheet of the total hours billed by each timekeeper with their respective rates and the total charged by that timekeeper.

The description of the work performed by each timekeeper on Plaintiffs' "Time Detail" (Exhibit 1A) is not even adequately disclosed and is difficult to follow as the descriptions for many days do not line up with the names of the timekeepers. For example, on the first page, the description of time next to Ken Daines for May 4, 2022 for 1.00 hour starts midsentence with "funding and public records request" and on May 31, 2022 for him for .60 hours has only "same."

Likewise, most of the costs for which Plaintiffs seek reimbursement are not properly documented. Exhibit 1A submitted by Plaintiffs has a cost sheet at the end which shows an entry of \$42,500.00 for Gary Joiner for which they seek reimbursement. No documentation was provided as to his hourly rate, the numbers of hours charged, an itemized description of the work he did, whether the rate was agreed to by the Plaintiffs, or whether portions of his work were done pre-litigation in challenging alternative plans not enacted or seeking political relief and were therefore not work done in this litigation.

Because of this failure of proof and because under *Watkins, supra.*, Plaintiffs must adequately document the fee application which they did not do, Plaintiffs' Motion should be denied in its entirety.¹²

C. The Hourly Rates Requested are Excessive

The hourly rates requested by Plaintiffs in their Motion for Attorney's Fees for their counsel and their counsel's staff are excessive.

Again, the documents submitted by Plaintiffs do not show whether the twenty-nine of the thirty timekeepers of the Holtzman Vogel firm were partners, associates or staff. If this Court does not reject the Motion for Attorney's Fees in its entirety, and assumptions have to be made, then one assumption would be that the timekeepers who charged time at \$395.00 are partners, those who charged at \$325.00 are associates or of counsel, and those who charged at \$250.00 are staff or paralegals. Exhibit 4-B to the Affidavit of Jane Johns (Defendants' Exhibit 4) lists the various timekeepers and the rates for each as shown in Plaintiffs' Exhibit 1A.

A rate of \$250.00 per hour for paralegal time as apparently requested by Plaintiffs is far in excess of the prevailing market rate in the Western District of Louisiana. The prevailing rate for paralegal work in the Western District of Louisiana is 60% less or \$100.00 per hour. *See, e.g., Guidry v. Comm'r of Soc. Sec.*, 2025 WL 2715485 at *2 (W.D. La. 2025) ("The Fifth Circuit has affirmed an hourly paralegal rate of \$100.00.") *citing Nkenglefac v. Garland*, 64 F.4th 251, 255 (5th Cir. 2023). Additionally, "[o]nly paralegal work that is legal in nature, as opposed to clerical

¹² Plaintiffs objected to Defendants' discovery regarding Plaintiffs' Motion for Attorney's Fees for, among other reasons, as "untimely". *See* Exhibit 5, p.1 at ¶1. At least one Court has stated that an objection to discovery relating to attorneys' fees based on a discovery cutoff date for merits discovery is "frivolous" as the claim for attorneys' fees did not even arise until the Judgment or Order was entered by which the Plaintiff could claim that he was the prevailing party. *Brown v. Bolger*, 102 F.R.D. 849, 864 (D.D.C. 1984). In any event, Plaintiffs as well should be held to Court Ordered deadlines including the Court Ordered deadline of August 17, 2026 [Doc. 131] to submit their Motion for Attorneys' Fees and should not be allowed to correct its deficient proof in a "do over" after the expiration of that deadline.

in nature, is recoverable as legal fees.” *Miller v. Mgmt. & Training Corp.*, 2021 WL 4437596 at *21 (S.D. Miss. 2021) *citing Vela v. City of Houston*, 276 F.3d 659, 681 (5th Cir. 2001). Where the paralegal work includes both clerical and legal work in block entries, all that time should be excluded. *Id.*

The rates requested by Plaintiffs for their attorneys at the Holtzman Vogel firm which appear to be \$325.00 per hour for associates or of counsel and \$395.00 per hour for partners is also excessive and well above the prevailing market rate in the Western District of Louisiana. The relevant community for determining the prevailing market rate “is the Western District of Louisiana because it is the community in which the district court sits even if the attorney completes the work outside of the community” *Stonewater Roofing Ltd. Co. v. Merryton Bossier LLC*, 2025 WL 1213858 at *6 (W.D. La. 2025) *quoting McZeal v. Midsouth National Bank N.A.*, 2017 WL 2951871 at *2 (W.D. La. 2017).¹³ The prevailing market rate in Western District of Louisiana for associates and other less senior attorneys is in the \$200.00 to \$260.00 range depending on the years of experience and for partners in the \$250.00 to \$375.00 range also depending on the years of experience. *Olive v. Tubbs*, 2023 WL 6420794 at *8-9 (W.D. La. 2023) (reducing hourly rates and awarding fees in the range of \$200.00 to \$375.00 depending on years of experience.). In *Olive*, the Court awarded \$200.00 per hour for attorneys with just a few years of experience, \$250.00 for attorneys with 10 years of experience and \$375.00 for an attorney with 50 years of experience.

¹³ It is only in “the unusual cases where out-of-district counsel are proven to be necessary to secure adequate representation for a civil rights plaintiff [that] the rates charged by that firm are the starting point for the lodestar calculation.” *McClain v. Lufkin Indus., Inc.* 649 F.3d 374, 383 (5th Cir. 2011); *see also, Luv n’ Care, Ltd. V. Grupo Rimar*, No. CV 14-2491, 2015 WL 9463189, at *9 (W.D. La. Dec. 28, 2015) *quoting Davis v. Perry*, 991 F.Supp.2d 809, 843 (W.D. Tex. 2014), *reversed on other grounds*, 991 F.Supp2d 809 (“Although it might have been reasonable for Plaintiffs to hire D.C. counsel, Plaintiffs have failed to prove that it was necessary, as *McClain* requires.”), *vacated & remanded on other grounds*, 844 F.3d 442 (5th Cir. 2016). Plaintiffs have failed to show here that it was necessary to hire out-of-district counsel at higher rates or why the Shreveport firm Weiner, Weiss & Madison with Reid Jones could not have handled the case for Plaintiffs. Plaintiffs also concede that the reasonableness of the rates are measured by what is reasonable in “this jurisdiction.” Plaintiffs’ Memorandum, p. 13.

Id.; see also, *Stonewater* at *6 (awarding hourly rates of \$240.00 and \$260.00 for associate time); *Awan v. Shaw Enterprises LLC*, 2024 WL 7116485 (W.D. La. 2024)(finding an hourly rate of \$250.00 as reasonable and stating that \$300.00 per hour “is on the high end of customary hourly rates” in the Western District of Louisiana); *Olympic Minerals Leasing LLC v. J-LU Ltd. Co., LLC*, 2025 WL 2884824 (W.D. La. 2025)(fixing rate of \$295.00 per hour for one attorney and \$230.00 per hour for the other as reasonable); *Lee v. Boyd Racing LLC*, 2025 WL 913462 (W.D. La. 2025)(awarding fees in the hourly rate between \$260.00 to \$295.00 for attorney with 30 years of experience); compare also, *MGM TL, LLC v. Strategic Technology Institute, Inc.*, 776 F.Supp. 3d 419, 447 (E.D. La. 2025)(reducing hourly rate of attorney with eight years of experience to \$225.00 and attorney with five years of experience to \$200.00).

Here, other than Jason Torchinsky and Reid Jones, the background and years of experience of the other timekeepers are not disclosed. See Plaintiffs’ Exhibits 1 & 2. Mr. Torchinsky based on his years of experience should be around \$350.00 per hour and Mr. Jones should be around \$295.00 given his 12-14 years of experience (when the work was done) and which is the rate he “accepted” as his agreed upon rate. See Plaintiffs’ Exhibit 2. The rest of the attorney timekeepers which have listed rates of \$325.00 and \$395.00 on Plaintiffs’ Exhibit 1A should have their time reduced to \$200.00 per hour as Plaintiffs have failed to show they have any significant years of experience or the positions they hold.

D. The Number of Hours Recorded Is Excessive

The number of hours recorded by the Plaintiffs’ counsel and for which they seek compensation is excessive for a variety of reasons.

1. Excessive and duplicative time and vague entries should be reduced

All time should be excluded that is “excessive, duplicative, or inadequately documented.” *Watkins*, 7 F.3d at 457 citing *Hensley*, 103 S.Ct. 1939 and *Von Clark*, 916 F.2d at 258.

If for any reason Plaintiffs are allowed to recover legal fees for their unsuccessful motion for preliminary injunction, which as previously stated was sought on the eve of an election and was a waste of time, then the hours should be severely reduced. The hearing was held on July 11 and July 12, 2023 and lasted roughly a half day on each day. *See* Minutes [Docs. 57 & 58]. Plaintiffs had three attorneys on July 11 and four on July 12 which was excessive. *Id.*; *see also* Plaintiffs' Exhibit 1A for July 11 and 12, 2023. There was no need for any more than two attorneys (Reid Jones and one other) to attend these hearings.

As explained in *Walker v. U.S. Dep't of House & Urb. Dev.*, 99 F.3d 761, 768 (5th Cir. 1996), “[i]f more than one attorney is involved, the possibility of duplication of effort along with the proper utilization of time should be scrutinized.” “The time of two or three lawyers in a courtroom or conference when one would do may obviously be discounted.” *Id.* Consistent with these principles, the time for the extra attorneys beyond two attorneys for the July 11 and 12 hearing and their travel costs should be struck.

Similarly, time for conferences and meetings between co-counsel and “team-related correspondence” should be reduced as excessive, redundant, or otherwise unnecessary. *Olive*, *supra*, at *4 and cases cited therein.

As reflected on Plaintiffs' Exhibit 1A, Plaintiffs also had the case overstaffed with an excessive number of timekeepers working the matter which totaled 30 different timekeepers at the Holtzman Vogel firm. *See* Defendants' Exhibit 4-B which lists the timekeepers shown. This excessive number of timekeepers inflated the number of hours recorded and should be significantly reduced. Additionally, if an attorney left the Holtzman Vogel firm and had to be replaced, then the new attorney should not be charging time to get up to speed. Plaintiffs have offered no explanation or justification as to why they needed so many attorneys and paralegals to work this

case when essentially it was just a failed attempt to obtain a preliminary injunction on the eve of an election, followed by a series of stays, and then a Consent Order.

Additionally, reductions are appropriate where time entries are “vague and incomplete.” *Olive, supra* at *3 citing, *Dehoyos v. Allstate Corp.*, 240 F.R.D. 269, 324 (W.D. Tex. 2007) and other cases. Many of the entries in Plaintiffs’ Exhibit 1A are vague or incomplete especially given that the description of the work does not appear to line up with the names of the timekeepers.

Plaintiffs’ request should be significantly reduced due to the excessive and duplicative time and vague entries.

2. The time should be reduced for no showing of billing judgment

“Parties seeking attorney’s fees must show the reasonableness of the hours billed and, therefore, are charged with proving that they exercised billing judgment.” *Miller, supra*, at *22 citing *Walker v. City of Mesquite*, 313 F.3d 246, 251 (5th Cir. 2002); *see also, Green v. Adm’rs of Tulane Educ. Fund*, 284 F.3d 642, 662 (5th Cir. 2002)(“Billing judgment requires documentation of the hours charged **and** the hours written off as unproductive, excessive and redundant.”)(**emphasis added**). The proper remedy for omitting evidence of billing judgment is a “reduction of the award by a percentage intended to substitute for the exercise of billing judgment.” *Saizan v. Delta Concrete Products Co., Inc.*, 448 F.3d 795, 799 (5th Cir. 2006). Where, like here, there has been no showing of any billing judgment whereby unproductive, excessive and redundant time has been written off, the courts have reduced the time for lack of proof of billing judgment in a range of 15% to 50%. *See, e.g., Walker v. U.S. Department of Housing and Urban Development*, 99 F.3d 761, 770 (5th Cir. 1996)(Court reduced the hours awarded by 15% for failure to show billing judgment); *La. Power & Light Co. v. Kellstrom*, 50 F.3d 319, 336 (5th Cir. 1995)(affirming the trial court's reduction of 15% for overstaffing); *Hopwood v. State of Tex.*, 999 F.Supp. 872, 914-16 (W.D. Tex. 1998) *aff’d in part, rev’d in part on other grounds* 236 F.3d 256, 281 (5th Cir.

2000)(reducing fees of one group of plaintiffs' counsel by 35% and the other by 25% for failure to exercise billing judgment); *Cole v. Orleans Par. Sheriff's Office*, 2013 WL 5557416 at *5 (E.D. La. 2013)(50% reduction for failure to exercise billing judgment); *Preston Exp. Co. v. GSP LLC*, 2013 WL 3229678 at *9 (S.D. Tex. 2013)(noting that fees were reduced by courts up to 50% for lack of billing judgment").

Plaintiffs' requested fees should be reduced by another 25% to 50% in addition to the other discounts discussed above for failure to show that their counsel exercised any billing judgment.

3. Travel time should be billed at 50% of the hourly rate

Plaintiffs' counsel also recorded travel time at full rates. Travel time should only be billed at 50% of the hourly rates. The practice in the Fifth Circuit is that "travel time is reduced by 50% of the attorney's rate absent evidence that any legal work was accomplished during travel time." *Cox v. Mignon Faget, Ltd.*, 2025 WL 2022669 at *7 (E.D. La. 2025) citing *Richard v. St. Tammany Par. Sheriff's Dep't*, 2022 WL 4534728 at *8 (E.D. La. 2022); see also, *Christmen v. Austin*, 2024 WL 3864614 at *15 (N.D. Tex. 2024)(also recognizing a 50% reduction for travel unless the attorney was working while traveling). The travel time shown in Exhibit 1A for the July 11 and 12, 2023 hearing unless already struck for other reasons should at least be reduced by 50% as no evidence was presented that Plaintiffs' counsel worked on the case when traveling.

4. Hours should be reduced for block billing

Most of Plaintiffs' counsel's time entries are block-billed meaning they reflect multiple tasks without a breakdown of the time for each task. For example, the travel time for the July 11 and 12, 2023, hearing is not itemized from the other time. See Plaintiffs' Exhibit 1A. The Fifth Circuit disfavors block billing because it makes it difficult for courts to assess "whether *the particular hours claimed* were reasonably expended." *DeLeon v. Abbott*, 687 Fed. Appx. 340, 346, n 4 (5th Cir. 2017)(Elrod, J., concurring) (quoting *La. Power & Light Co. v. Kellstrom*, 50

F.3d 319, 325 (5th Cir. 1995)); *Duval v. Physicians Med. Ctr., LLC*, 2023 WL 9197748, at *6 (E.D. La. 2023)(“[T]he method most often used to compensate for block billing is a flat reduction of a specific percentage from the award.”). In *Duval*, the Court reduced each block-billed entry by 25%. *Duval, supra*, at *6. The Court here should likewise significantly reduce Plaintiffs’ entries that are block-billed by 25% in addition to the other reductions discussed above.

E. Plaintiffs’ Requested Fee Enhancement Is Without Merit

As the above discussion shows, Plaintiffs’ request for legal fees should be rejected in its entirety or, alternatively, substantially reduced. There is certainly no basis to increase or enhance the fees by 20% as requested by Plaintiffs.

In *Perdue*, the U.S. Supreme Court explained that the award of reasonable attorneys’ fees should be made on the “lodestar approach” which is based on the “prevailing market rates in the relevant community” for the hourly rate times the reasonable number of hours worked. *Perdue*, 130 S.Ct. at 1672. The Supreme Court criticized the 12 factors used in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717-719 (5th Cir. 1974)¹⁴ as providing “very little actual guidance” and with those subjective factors resulting in “unlimited discretion in trial judges” and producing “disparate results.” *Id. quoting Pennsylvania v. Delaware Citizens Council for Clean Air*, 478 U.S. 546, 563, 106 S.Ct. 3088 (1986). As explained in *Perdue*, “a ‘reasonable’ fee is a fee that is sufficient to induce a capable attorney to undertake the representation of a meritorious civil rights case.” *Id.* The hourly rate of \$295.00 for attorneys such as Reid Jones with 12-14 years’ experience is a reasonable rate because he “accepted” or agreed to the rate and undertook the representation. See Plaintiffs’ Exhibit 2 at ¶ 5.

¹⁴ These factors are delineated at pp. 6-7, *supra*.

The lodestar method yields a fee that is “presumptively sufficient.” *Id.* In *Perdue*, the Supreme Court made clear that enhancement is only awarded in “rare” and “exceptional” circumstances. *Id.* at 1673 (citations omitted). The lodestar method already takes into account the “novelty and complexity of a case” which should not be used for enhancement. *Id.*

The burden of proving that an “enhancement is necessary must be borne by the fee applicant.” *Id.* (citations omitted). Additionally, a fee applicant must produce “specific evidence” that supports the award. *Id.* (citations omitted).

Plaintiffs certainly have not shown by “specific evidence” that this is one of the “rare” and “exceptional” cases where enhancement is warranted. In fact, as discussed above, the fees should be rejected in their entirety or, alternatively, substantially reduced for among other reasons, pre-litigation fees are not recoverable, Plaintiffs had very little or no success, Plaintiffs’ submission does not establish that their fees and costs are reasonable, the hourly rates requested are excessive and should be reduced, and the amount of hours recorded are excessive and should be reduced.

IV. CONCLUSION

Respectfully, the *Callais* decision and **only** the *Callais* decision changed the criteria with which a court should review a challenge to political districts. Restated, the status of the DeSoto Parish Police Jury districts should be reviewed because of *Callais* and not for anything these Plaintiffs have accomplished, which is nothing. For this and all the foregoing reasons, Plaintiffs’ Motion for Attorneys’ Fees and Expenses should be denied in its entirety or, alternatively, any fees and costs awarded should be substantially reduced by 75% or more of the fees and costs requested by Plaintiffs.

RESPECTFULLY SUBMITTED,

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Police Jury*

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION

DAVID B. MEANS, ET AL	§	CIVIL ACTION NO. 5:23-cv-00669
	§	
VERSUS	§	JUDGE JERRY EDWARDS, JR.
	§	
DESOTO PARISH, ET AL.	§	MAG. JUDGE MARK L. HORNSBY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 30, 2026, a copy of the above and foregoing was filed electronically with the Clerk of Court using the CM/ECF system. Notice of this filing will be sent to all counsel of record by operation of the court's electronic filing system.

/s/ Claude F. Reynaud, Jr.

Claude F. Reynaud, Jr. (La. Bar #11197)
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From: Jason Torchinsky <jtorchinsky@HoltzmanVogel.com>
Sent: Friday, June 26, 2026 8:04 AM
To: Claude F. Reynaud, Jr.
Cc: Carroll Devillier, Jr.; rjones@wwmlaw.com; Brandon Smith; Sandra E. Carlton; Timothy W. Hardy; Toni Combs
Subject: [EXTERNAL] Re: [doc 122] Standard scheduling order issued this morning in the DeSoto Parish case. Civil Action 23-669

Claude,

It appears that we have a disagreement about how to proceed and the scope of the court's authority.

We do not think the court has the authority to impose a new map without an injunction or liability finding. This is not an ordinary settlement between parties because you need the court to 1) declare your current enactment invalid and 2) impose a map to protect you from further liability.

At this point, we would prefer to proceed with summary judgment briefing if you are unwilling to agree to an injunction or liability finding by the court.

- Jason

Sent from my iPhone. Please excuse any typos.

Jason Torchinsky

Partner

Holtzman Vogel

M 202.302.6768

O 202.737.8808

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On Jun 25, 2026, at 4:43 PM, Claude F. Reynaud, Jr. <Claude.Reynaud@bswllp.com> wrote:

Jason this is a settlement and like most, if not all, settlements there need not be an admission of liability. Moreover, a Court can enforce settlements of litigation before it. We are willing to agree to that stipulation.

As you probably know the Police Jury is having another executive session on Monday of next week to discuss your offer and our proposed counter which we sent you already. We sent it before we had authority to expedite the settlement process given our relatively short deadlines. There may be changes from our draft counter.

We will also discuss your request for fees, but I suspect the answer to that will still be no. We are settling to avoid additional litigation from your clients or the LDF without any admission of liability.

All of these discussions are protected by Rule of Evidence 408. Thanks

Claude F. Reynaud, Jr.
Partner

Direct: (225) 381-8012 | Fax: (225) 381-8029
Claude.Reynaud@bswllp.com | www.bswllp.com
301 Main Street, Suite 2300, Baton Rouge, LA 70801
PO Box 3197, Baton Rouge, LA 70821-3197

<image002.jpg>

From: Jason Torchinsky <jtorchinsky@HoltzmanVogel.com>
Sent: Wednesday, June 24, 2026 8:31 PM
To: Carroll Devillier, Jr. <Carroll.Devillier@bswllp.com>
Cc: Claude F. Reynaud, Jr. <Claude.Reynaud@bswllp.com>; rjones@wwmlaw.com; Brandon Smith <bsmith@holtzmanvogel.com>; Sandra E. Carlton <Sandra.Carlton@bswllp.com>; Timothy W. Hardy <Tim.Hardy@bswllp.com>
Subject: [EXTERNAL] Re: [doc 122] Standard scheduling order issued this morning in the DeSoto Parish case. Civil Action 23-669

Carroll,

I think we need to insist on an injunction issuing or a liability determination. Without that, we think the federal court is without authority to impose a new map. I don't think I can recall a case where a federal court has imposed a map without one of those two.

- Jason

Sent from my iPad

Jason Torchinsky
Partner

Jason this is a settlement and like most, if not all, settlements there need not be an admission of liability. Moreover, a Court can enforce settlements of litigation before it. We are willing to agree to that stipulation.

As you probably know the Police Jury is having another executive session on Monday of next week to discuss your offer and our proposed counter which we sent you already. We sent it before we had authority to expedite the settlement process given our relatively short deadlines. There may be changes from our draft counter.

We will also discuss your request for fees, but I suspect the answer to that will still be no. We are settling to avoid additional litigation from your clients or the LDF without any admission of liability.

All of these discussions are protected by Rule of Evidence 408. Thanks

Claude F. Reynaud, Jr.
Partner

Direct: (225) 381-8012 | Fax: (225) 381-8029
Claude.Reynaud@bswllp.com | www.bswllp.com
301 Main Street, Suite 2300, Baton Rouge, LA 70801
PO Box 3197, Baton Rouge, LA 70821-3197

<image002.jpg>

From: Jason Torchinsky <jtorchinsky@HoltzmanVogel.com>
Sent: Wednesday, June 24, 2026 8:31 PM
To: Carroll Devillier, Jr. <Carroll.Devillier@bswllp.com>
Cc: Claude F. Reynaud, Jr. <Claude.Reynaud@bswllp.com>; rjones@wwmlaw.com; Brandon Smith <bsmith@holtzmanvogel.com>; Sandra E. Carlton <Sandra.Carlton@bswllp.com>; Timothy W. Hardy <Tim.Hardy@bswllp.com>
Subject: [EXTERNAL] Re: [doc 122] Standard scheduling order issued this morning in the DeSoto Parish case. Civil Action 23-669

Carroll,

I think we need to insist on an injunction issuing or a liability determination. Without that, we think the federal court is without authority to impose a new map. I don't think I can recall a case where a federal court has imposed a map without one of those two.

- Jason

Sent from my iPad

Jason Torchinsky
Partner

Holtzman Vogel

M 202.302.6768

O 202.737.8808

holtzmanvogel.com

On Jun 24, 2026, at 4:01 PM, Carroll Devillier, Jr.
<Carroll.Devillier@bswllp.com> wrote:

Jason,

Thanks. I don't think we need an injunction or any finding of liability to distinguish our facts from those in Judge DeGravelle's Order. This draft has provided the Court with the requisite agreement that Revised Plan H should not be utilized and waived the Parish's right to create the initial corrected map. I believe that cures any concern (to the extent that concern would be shared by Judge Edwards) about the Court's authority to appoint a special master to create the new map.

Other than the injunction language, did you add anything else? If not, we will submit with our redlines for consideration and approval by the Parish.

Additionally – are you all amenable to bumping the MSJ filing/hearing deadlines 30 days?

Thanks,
Carroll

— | **Carroll Devillier, Jr.**
Partner

Direct: (225) 381-8013 | Mobile: (225) 776-1560 | Fax: (225) 381-8029

Carroll.Devillier@bswllp.com | www.bswllp.com

301 Main Street, Suite 2300, Baton Rouge, LA 70801

PO Box 3197, Baton Rouge, LA 70821-3197

From: Jason Torchinsky <jtorchinsky@HoltzmanVogel.com>

Sent: Wednesday, June 24, 2026 2:49 PM

To: Carroll Devillier, Jr. <Carroll.Devillier@bswllp.com>; Claude F. Reynaud, Jr.
<Claude.Reynaud@bswllp.com>

Cc: rjones@wwmlaw.com; Brandon Smith <bsmith@holtzmanvogel.com>; Sandra E. Carlton <Sandra.Carlton@bswllp.com>; Timothy W. Hardy <Tim.Hardy@bswllp.com>

Subject: [EXTERNAL] Re: [doc 122] Standard scheduling order issued this morning in the DeSoto Parish case. Civil Action 23-669

Carroll,

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION**

DAVID B. MEANS, ET AL.,

Plaintiffs,

v.

DESOTO PARISH ET AL.

Defendants.

CIVIL ACTION NO. 5:23-CV-00669

JUDGE JERRY EDWARDS, JR.

MAGISTRATE JUDGE HORNSBY

JOINT MOTION FOR ENTRY OF CONSENT ORDER

Plaintiffs, David B. Means, Ryan Dupree, Robert G. Burford, Robert Gross, Mary L. Salley, Martha Trisler, John F. Pearce, Joe Cobb, Jack L. Burford, Jack E. Barron, W. Bruce Garlington, Donald Barber, Billy Dwayne Brumley, and Sherry Brumley, and Defendants, DeSoto Parish and DeSoto Parish Police Jury (collectively “Parties”), through undersigned counsel, respectfully request that the Court enter the Consent Order attached hereto as Exhibit 1. In support of this motion, the Parties state as follows:

1. Plaintiffs challenge the constitutionality of the redistricting plan adopted by DeSoto Parish, known as “Plan H (Revised)” (the “Enacted Plan”), reapportioning single-member voting districts for the DeSoto Parish Police Jury.

2. Following the United States Supreme Court’s decision in *Louisiana v. Callais*, Nos. 24-109 and 24-110, 608 U.S. ____ (2026), the Parties have conferred and reached an agreement resolving the issue of liability and establishing a process for the remedial phase of this litigation.

3. The Parties agree that, in light of the Supreme Court’s decision and the claims asserted in this action, the Enacted Plan should be declared unconstitutional and that future elections should not be conducted under the Enacted Plan.

4. Defendants waive any right they may otherwise possess under *Grove v. Emison*, 507 U.S. 25 (1993) and other authorities to enact a remedial districting plan prior to judicial intervention.

5. The Parties jointly request that the Court appoint a Special Master pursuant to Federal Rule of Civil Procedure 53 to develop and recommend a remedial redistricting plan to the Court, and Defendants have agreed to pay the costs of the Special Master.

6. Within 7 days after entry of the Consent Order, the Parties agree to jointly submit a proposed schedule governing the appointment of the Special Master and all subsequent remedial proceedings.

WHEREFORE, the Parties respectfully request that the Court enter the attached Consent Order and grant such other and further relief as may be just and proper.

DATED this ## day of June 2026.

For the Plaintiffs:

/s/

Jason B. Torchinsky* (VA Bar # 47481)

HOLTZMAN VOGEL BARAN TORCHINSKY

& JOSEFIK, PLLC

2300 N. St. NW, Ste. 643A

Washington, D.C. 20037

Telephone: (202) 737-8808

Email: jtorchinsky@HoltzmanVogel.com

Reid A. Jones (#34611)

WIENER, WEISS & MADISON APC

330 Marshall Street, Suite 1000

Shreveport, Louisiana 71101

Telephone: (318) 226-9100

Facsimile: (318) 424-5128

Email: rjones@wwmlaw.com

*Admitted Pro Hac Vice

For the Defendants:

/s/

Timothy W. Hardy (LA Bar # 6550)

Claude F. Reynaud, Jr. (LA Bar # 11197)

Jeanne C. Comeaux (LA Bar # 22999)

Carroll Devillier, Jr. (LA Bar # 30477)

BREAZEALE, SACHSE & WILSON, L.L.P.

301 Main Street, Floor 23 (70801)

Baton Rouge, Louisiana 70821

Telephone: (225) 387-4000

Email: tim.hardy@bswllp.com

claude.reynaud@bswllp.com

jeanne.comeaux@bswllp.com

carroll.devillier@bswllp.com

Peter J. Butler (LA Bar # 18522)

Thomas M. Benjamin (LA Bar # 18562)

BREAZEALE, SACHSE & WILSON, L.L.P.

909 Poydras Street, Ste. 1500

New Orleans, Louisiana 70112

Telephone: (504) 584-5454

Email: peter.butler.jr@bswllp.com

thomas.benjamin@bswllp.com

CERTIFICATE OF CONFERENCE

Pursuant to Local Rule 7.4.1, counsel for the parties certify that they have conferred regarding the relief requested and jointly submit this Motion for Entry of Consent Order.

CERTIFICATION OF SERVICE

I hereby certify that on this day I electronically served the foregoing document upon all counsel of record.

DATED this ## day of June 2026.

Respectfully submitted,

/s/ _____

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

DAVID B. MEANS, ET AL	§	CIVIL ACTION NO. 5:23-cv-00669
	§	
VERSUS	§	JUDGE DAVID C. JOSEPH
	§	
DESOTO PARISH, ET AL	§	MAGISTRATE JUDGE HORNSBY

AFFIDAVIT OF JANE D. JOHNS

STATE OF LOUISIANA

PARISH OF ORLEANS

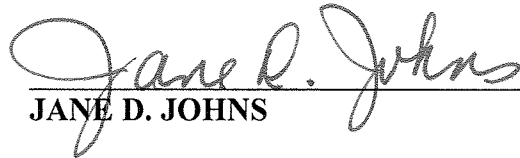
BEFORE ME, the undersigned Notary Public, duly qualified in and for the aforesaid State and Parish, personally came and appeared:

JANE D. JOHNS

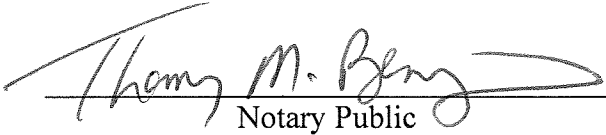
a person of the full age of majority and a resident of the Parish of Jefferson, State of Louisiana, who being first duly sworn, did depose and state as follows:

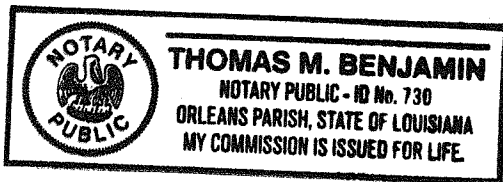
1. I am a legal secretary at the law firm of Breazeale, Sachse & Wilson, L.L.P.
2. I reviewed the document labeled as Exhibit 4-A to Plaintiffs' Memorandum in Support of Motion for Attorneys' Fees and Expenses which was a document which had at the top left of the first page the notation "Time Detail."
3. Attached hereto as Defendants' Exhibit 4-A is a true and correct copy of an excel spreadsheet which I prepared using the information from Plaintiffs' Exhibit 1-A and which shows the date, hours billed, and the dollar amount for time which predates the date of April 10, 2023. As summarized in Defendants' Exhibit 4-A, there was 208.43 hours recorded prior to April 10, 2023, with the total reported fees of \$64,348.80 in Plaintiffs' Exhibit 1.

4. I also prepared a document which lists the names of all timekeepers shown on Plaintiffs' Exhibit 1-A and their hourly rate, a true and correct copy of which is attached hereto as Defendants' Exhibit 4-B. I calculated the hourly rate by using the billed amount as compared to the base hours reported. For example, on the first page of Plaintiffs' Exhibit 1-A, it shows an entry on April 19, 2022, for Phil Gordon of .25 with a billed amount of \$81.25 which equates to \$325.00 per hour. Plaintiffs' Exhibit 1-A did not set forth the positions of the timekeepers such as whether they were staff, associate, or partner.


JANE D. JOHNS

Sworn to and subscribed before me,
Notary this 29th day of September, 2026.


Notary Public



	DATE	HOURS	AMOUNT	MONTHLY SUBTOTAL
1	4/19/2022	0.25	\$81.25	
2	4/20/2026	0.50	\$197.50	
3	4/26/2022	0.25	\$98.75	\$377.50
4	5/4/2022	1.00	\$325.00	
5	5/9/2022	0.25	\$81.25	
6	5/12/2022	0.25	\$81.25	
7	5/31/2022	0.60	\$195.00	\$682.50
8	6/2/2022	0.50	\$197.50	
9	6/18/2022	0.50	\$197.50	
10	6/21/2022	1.00	\$325.00	
11	6/21/2022	0.50	\$197.50	
12	6/29/2022	0.50	\$162.50	
13	6/29/2022	0.25	\$98.75	\$1,178.75
14	7/1/2022	0.25	\$81.25	
15	7/2/2022	0.25	\$98.75	
16	7/3/2022	0.25	\$98.75	
17	7/8/2022	0.75	\$296.25	
18	7/8/2022	0.50	\$162.50	
19	7/15/2022	0.75	\$296.25	
20	7/15/2022	0.50	\$162.50	
21	7/18/2022	2.50	\$625.00	
22	7/19/2022	2.00	\$650.00	
23	7/19/2022	1.25	\$406.25	
24	7/19/2022	0.25	\$98.75	
25	7/19/2026	0.25	\$98.75	
26	7/20/2022	0.25	\$81.25	
27	7/20/2022	0.25	\$81.20	
28	7/20/2022	0.25	\$98.75	
29	7/21/2022	1.50	\$487.50	
30	7/21/2022	0.50	\$197.50	
31	7/21/2022	0.50	\$197.50	
32	7/25/2022	4.30	\$1,397.50	
33	7/26/2022	4.50	\$1,462.50	
34	7/26/2022	0.25	\$98.75	
35	7/27/2022	5.25	\$1,706.25	
36	7/27/2025	0.70	\$175.00	
37	7/27/2022	0.50	\$162.50	
38	7/28/2022	2.25	\$731.25	
39	7/28/2022	0.50	\$162.50	
40	7/28/2022	0.25	\$98.75	
41	7/8/2026	0.25	\$98.75	

DEFENDANTS'
EXHIBIT 4-A

	DATE	HOURS	AMOUNT	MONTHLY SUBTOTAL
42	7/29/2022	0.50	\$162.50	
43	7/29/2022	0.25	\$98.75	\$10,573.70
44	8/1/2022	0.75	\$243.75	
45	8/1/2022	0.25	\$81.25	
46	8/2/2022	0.25	\$81.25	
47	8/2/2022	0.25	\$98.75	
48	8/2/2022	0.25	\$98.75	
49	8/7/2022	0.50	\$197.50	
50	8/8/2022	0.75	\$243.75	
51	8/8/2022	0.50	\$162.50	
52	8/8/2022	0.25	\$98.75	
53	8/9/2022	0.75	\$243.75	
54	8/9/2022	0.75	\$296.25	
55	8/18/2022	0.50	\$162.50	
56	8/18/2022	0.25	\$98.75	
57	8/19/2022	0.25	\$81.25	
58	8/19/2022	0.25	\$98.75	
59	8/20/2022	0.50	\$162.50	
60	8/20/2022	0.50	\$162.50	
61	8/20/2022	0.25	\$98.75	
62	8/22/2022	0.50	\$197.50	
63	8/22/2022	0.25	\$81.25	
64	8/29/2022	0.25	\$81.25	
65	8/29/2022	0.25	\$98.75	
66	8/30/2022	0.25	\$81.25	\$3,007.50
67	9/1/2022	0.50	\$162.50	
68	9/1/2022	0.25	\$81.25	
69	9/1/2022	0.25	\$98.75	
70	9/2/2022	0.50	\$162.50	
71	9/2/2022	0.25	\$81.25	
72	9/10/2022	0.25	\$81.25	
73	9/10/2022	0.25	\$98.75	
74	9/11/2022	0.75	\$296.25	
75	9/11/2022	0.25	\$81.25	
76	9/12/2022	0.75	\$162.50	
77	9/12/2022	0.50	\$197.50	
78	9/13/2022	0.25	\$81.25	
79	9/16/2022	0.75	\$243.75	
80	9/19/2022	0.75	\$243.75	
81	9/19/2022	0.50	\$162.50	
82	9/19/2022	0.50	\$197.50	

DEFENDANTS'
EXHIBIT 4-A

	DATE	HOURS	AMOUNT	MONTHLY SUBTOTAL
83	9/19/2022	0.25	\$81.25	
84	9/20/2022	0.25	\$81.25	
85	9/23/2022	0.25	\$81.25	
86	9/25/2022	0.50	\$162.50	
87	9/26/2022	1.50	\$487.50	
88	9/26/2022	0.75	\$243.75	
89	9/26/2022	0.75	\$296.25	
90	9/26/2022	0.25	\$98.75	
91	9/27/2022	1.50	\$487.50	
92	9/27/2022	1.50	\$487.50	
93	9/28/2022	1.25	\$406.25	
94	9/28/2022	0.25	\$98.75	
95	9/29/2022	0.75	\$2,275.00	
96	9/29/2022	0.75	\$243.75	
97	9/29/2022	5.00	\$98.75	
98	9/30/2022	1.75	\$568.75	
99	9/30/2022	0.50	\$197.50	
100	9/30/2022	0.25	\$98.75	\$8,927.50
101	10/1/2022	0.75	\$296.25	
102	10/1/2022	0.25	\$81.25	
103	10/1/2022	0.25	\$98.75	
104	10/3/2022	0.75	\$243.75	
105	10/3/2022	0.50	\$162.50	
106	10/3/2022	0.50	\$197.50	
107	10/4/2022	4.00	\$1,300.00	
108	10/4/2022	1.25	\$406.25	
109	10/4/2022	0.50	\$197.50	
110	10/4/2022	0.25	\$98.75	
111	10/6/2022	0.25	\$81.25	
112	10/7/2022	0.25	\$81.25	
113	10/7/2022	0.25	\$81.25	
114	10/7/2025	0.25	\$98.75	
115	10/11/2022	2.50	\$812.50	
116	10/11/2022	0.50	\$162.50	
117	10/11/2022	0.25	\$98.75	
118	10/12/2022	0.47	\$117.50	
119	10/12/2022	0.50	\$162.50	
120	10/12/2022	0.25	\$81.25	
121	10/13/2022	2.25	\$731.25	
122	10/13/2022	0.25	\$81.25	
123	10/14/2022	1.50	\$487.50	

DEFENDANTS'
EXHIBIT 4-A

	DATE	HOURS	AMOUNT	MONTHLY SUBTOTAL
124	10/14/2022	1.25	\$406.25	
125	10/14/2022	0.25	\$98.85	
126	10/15/2022	0.50	\$197.50	
127	10/15/2022	0.25	\$81.25	
128	10/17/2022	0.50	\$162.50	
129	10/18/2022	1.25	\$406.25	
130	10/18/2022	1.25	\$406.25	
131	10/18/2022	0.50	\$197.50	
132	10/18/2022	0.25	\$98.75	
133	10/19/2022	1.00	\$325.00	
134	10/19/2022	0.75	\$243.75	
135	10/20/2022	0.75	\$243.75	
136	10/20/2022	0.50	\$162.50	
137	10/20/2022	0.50	\$197.50	
138	10/21/2022	0.50	\$162.50	
139	10/21/2022	0.25	\$98.75	
140	10/25/2022	0.25	\$81.25	
141	10/25/2022	0.25	\$81.25	
142	10/25/2022	0.25	\$98.75	
143	10/26/2022	0.50	\$197.50	
144	10/26/2022	0.25	\$81.25	
145	10/27/2022	0.25	\$98.75	\$10,206.35
146	11/17/2022	1.00	\$325.00	
147	11/17/2022	1.00	\$325.00	
148	11/17/2022	0.26	\$98.75	
149	11/18/2022	1.26	\$406.25	
150	11/18/2022	0.75	\$243.75	
151	11/18/2022	0.25	\$98.75	
152	11/21/2022	1.25	\$406.25	
153	11/21/2022	0.50	\$162.50	
154	11/22/2022	0.50	\$162.50	
155	11/22/2022	0.25	\$81.25	
156	11/22/2022	0.25	\$98.75	
157	11/28/2022	1.75	\$568.75	
158	11/28/2022	0.75	\$243.75	
159	11/28/2022	0.25	\$98.75	
160	11/28/2022	0.25	\$98.75	
161	11/29/2022	0.50	\$162.50	
162	11/29/2022	0.25	\$98.75	
163	11/29/2022	0.25	\$98.75	
164	11/30/2022	1.25	\$406.25	

DEFENDANTS'
EXHIBIT 4-A

	DATE	HOURS	AMOUNT	MONTHLY SUBTOTAL
165	11/30/2022	0.75	\$243.75	
166	11/30/2022	0.50	\$197.50	
167	11/30/2022	0.25	\$98.75	\$4,725.00
168	12/9/2022	0.25	\$98.75	
169	12/12/2022	0.25	\$98.75	
170	12/15/2022	0.50	\$162.50	
171	12/15/2022	0.50	\$162.50	
172	12/16/2022	0.50	\$162.50	
173	12/16/2022	0.25	\$81.25	
174	12/19/2022	0.25	\$81.25	
175	12/20/2022	0.50	\$197.50	
176	12/20/2022	0.25	\$81.25	
177	12/22/2022	0.25	\$81.25	
178	12/22/2022	0.25	\$81.25	\$1,387.50
179	1/14/2023	0.25	\$98.75	
180	1/20/2023	0.25	\$98.75	
181	1/21/2023	0.25	\$98.75	
182	1/23/2023	0.75	\$243.75	
183	1/23/2023	0.50	\$162.50	
184	1/23/2023	0.25	\$98.75	
185	1/24/2023	2.25	\$731.25	
186	1/24/2023	1.75	\$568.75	
187	1/24/2023	0.50	\$197.50	
188	1/24/2023	0.25	\$98.75	
189	1/25/2023	1.00	\$325.00	
190	1/25/2023	0.75	\$243.75	
191	1/25/2023	0.25	\$98.75	
192	1/25/2023	0.25	\$98.75	
193	1/27/2023	0.25	\$81.25	
194	1/27/2023	0.25	\$81.25	
195	1/27/2023	0.25	\$98.75	
196	1/30/2023	1.00	\$325.00	
197	1/30/2023	0.75	\$243.75	
198	1/30/2023	0.25	\$98.75	
199	1/31/2023	0.25	\$81.25	
200	1/31/2023	0.25	\$81.25	\$4,156.25
201	2/1/2023	3.25	\$1,056.25	
202	2/1/2023	0.75	\$243.75	
203	2/1/2023	0.50	\$197.50	
204	2/2/2023	2.00	\$650.00	
205	2/2/2023	0.48	\$120.00	

DEFENDANTS'
EXHIBIT 4-A

	DATE	HOURS	AMOUNT	MONTHLY SUBTOTAL
206	2/2/2023	0.50	\$162.50	
207	2/2/2023	0.25	\$98.75	
208	2/3/2023	1.00	\$325.00	
209	2/3/2023	0.75	\$243.75	
210	2/3/2023	0.15	\$37.50	
211	0203/23	0.25	\$98.75	
212	2/6/2023	3.00	\$975.00	
213	2/6/2023	0.50	\$162.50	
214	2/6/2023	0.50	\$197.50	
215	2/6/2023	0.15	\$37.50	
216	2/7/2023	6.75	\$2,193.75	
217	2/7/2023	2.25	\$731.25	
218	2/7/2023	0.50	\$197.50	
219	2/7/2023	0.50	\$197.50	
220	2/7/2023	0.15	\$37.50	
221	2/8/2023	1.25	\$406.25	
222	2/8/2023	1.25	\$406.25	
223	02/08/223	1.00	\$250.00	
224	2/8/2023	0.25	\$98.75	
225	2/8/2023	0.25	\$98.75	
226	2/10/2023	0.15	\$37.50	
227	2/13/2023	0.50	\$162.50	
228	2/13/2023	0.50	\$162.50	
229	2/13/2023	0.20	\$50.00	
230	2/13/2023	0.15	\$37.50	
231	2/13/2023	0.25	\$98.75	
232	2/14/2023	0.18	\$45.00	
233	2/17/2023	1.25	\$406.25	
234	2/17/2023	1.00	\$325.00	
235	2/17/2023	0.75	\$296.25	
236	2/20/2023	1.25	\$406.25	
237	2/20/2023	1.00	\$325.00	
238	2/20/2023	0.50	\$197.50	
239	2/20/2023	0.15	\$37.50	
240	2/20/2023	0.25	\$98.75	
241	2/21/2023	5.50	\$1,787.50	
242	2/21/2023	2.28	\$570.00	
243	2/21/2023	2.25	\$731.25	
244	2/21/2023	0.75	\$296.25	
245	2/21/2023	0.25	\$98.75	
246	2/22/2023	0.75	\$243.75	

DEFENDANTS'
EXHIBIT 4-A

	DATE	HOURS	AMOUNT	MONTHLY SUBTOTAL
247	2/22/2023	0.50	\$162.50	
248	2/22/2023	0.25	\$98.75	
249	2/22/2023	0.25	\$98.75	
250	2/23/2023	0.50	\$162.50	
251	2/23/2023	0.25	\$98.75	
252	2/23/2023	0.25	\$98.75	
253	2/24/2023	1.75	\$568.75	
254	2/24/2023	1.12	\$280.00	
255	2/24/2023	1.00	\$325.00	
256	2/27/2023	1.50	\$487.50	
257	2/27/2023	0.75	\$243.75	
258	2/27/2023	0.25	\$98.75	\$18,361.25
259	3/1/2023	0.50	\$225.00	
260	3/1/2023	0.25	\$81.25	
261	3/2/2023	1.78	\$445.00	
262	3/2/2023	0.25	\$81.25	
263	3/2/2025	0.25	\$98.75	
264	3/3/2025	1.60	\$400.00	
265	3/3/2023	1.25	\$406.25	
266	3/3/2023	0.75	\$243.75	
267	3/3/2023	0.25	\$98.75	
268	3/6/2023	1.00	\$325.00	
269	3/6/2023	0.50	\$162.50	
270	3/6/2023	0.15	\$37.50	
271	3/6/2023	0.25	\$98.75	
272	3/7/2023	2.10	\$525.00	
273	3/7/2023	0.50	\$162.50	
274	3/7/2023	0.25	\$81.25	
275	3/10/2023	0.75	\$243.75	
276	3/10/2023	0.25	\$98.75	
277	3/13/2023	0.15	\$37.50	
278	3/15/2023	0.15	\$37.50	
279	3/16/2023	0.15	\$37.50	
280	3/17/2023	0.40	\$130.00	
281	3/17/2023	0.25	\$98.75	
282	3/20/2023	0.30	\$75.00	
283	3/21/2023	0.25	\$98.75	\$4,330.00
284	4/3/2023	0.50	\$162.50	
285	4/6/2023	1.75	\$437.50	
286	4/6/2023	0.75	\$243.75	
287	4/6/2023	0.15	\$37.50	

DEFENDANTS'
EXHIBIT 4-A

	DATE	HOURS	AMOUNT	MONTHLY SUBTOTAL
288	4/6/2023	0.25	\$98.75	
289	4/7/2023	0.25	\$81.25	
290	4/7/2023	0.25	\$98.75	\$1,160.00
	TOTAL	208.43		\$64,348.80

No.	Name	Hourly Rate
1	Phil Gordon	\$325.00
2	Jason Torchinsky	\$395.00
3	Ken Daines	\$325.00
4	Anthony Ruiz	\$250.00
5	Jonathan Lienhard	\$395.00
6	Sharon Norwood	\$250.00
7	Amber Hulse	\$325.00
8	Kim Acres	\$250.00
9	Zack Henson	\$325.00
10	Andrew Pardue	\$325.00
11	Caleb Acker	\$325.00
12	Jill Vogel	\$395.00
13	Brennan Bowen	\$325.00
14	Shawn Sheehy	\$325.00
15	Abbigail Acres	\$250.00
16	Daniel Bruce	\$325.00
17	Celeste McDowell	\$250.00
18	Elizabeth Holcombe	\$250.00
19	Erielle Azerrad	\$325.00
20	Nicole Kelly	\$325.00
21	Maryanna Mitchell	\$325.00
22	Dallin Holt	\$325.00
23	Lisa Charette	\$250.00
24	Drew Marvel	\$325.00
25	Erica Leavitt	\$325.00
26	Brandon Smith	\$325.00
27	Cameron Heaton	\$250.00
28	Dylan Harper	\$325.00
29	Lauren Topping	\$325.00
30	Alex Vogel, Jr.	\$250.00

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION

DAVID B. MEANS, ET AL.

CIVIL ACTION NO. 5:23-cv-00669

VERSUS

JUDGE JERRY EDWARDS JR.

DESOTO PARISH, ET AL.

MAGISTRATE JUDGE HORNSBY

**PLAINTIFFS' OBJECTIONS TO DEFENDANTS' SECOND SET OF
INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS**

Plaintiffs object to the Second Set of Interrogatories and Requests for Production of Documents ("Second Request") propounded by Defendants as follows:

GENERAL OBJECTIONS

1. As a threshold matter, Plaintiffs object to the Second Request as untimely because it was served after the close of all discovery deadlines in this case. The Court's July 2, 2026 Consent Order reserved Plaintiffs' disputed attorney-fee and cost claims for future proceedings, but it did not reopen discovery or authorize additional written discovery on any topic, including fees.

2. Post-judgment discovery on fees is the exception, not the rule. Even then, leave of court is required. "On rare occasion, the court may determine that discovery under Rules 26–37 would be useful to the parties." Fed. R. Civ. P. 54, Advisory Committee Notes, 1993 Amendment. Rule 54(d)(2)(C) provides that the Court may determine the procedures necessary for resolving an attorney-fee motion, including directing the submission of declarations and permitting adversary submissions. The fee-motion procedure—supported by declarations, billing records, and related submissions—is the appropriate mechanism through which the parties and the Court can address any factual questions bearing on the fee award. *See* Fed. R. Civ. P. 54(d)(2)(C); *see also* Fed. R. Civ. P. 26(b)(1), 26(c).

3. The Second Request is overbroad and not proportional to the needs of the fee proceedings. Under *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983), a “request for attorney’s fees should not result in a second major litigation.”

4. Plaintiffs reserve all specific objections to each interrogatory and request for production, including but not limited to objections based on privilege, work product, relevance, proportionality, possession, custody, control, and confidentiality, or to the extent it is overbroad, irrelevant, disproportionate to the needs of these fee proceedings, or otherwise exceeds the permissible scope of discovery under Rule 26(b)(1).

INTERROGATORY NO. 1: Please state whether any or all of the Plaintiffs have any written engagement agreement with any counsel for this Case and, if so, identify the engagement agreement by date and signatories.

RESPONSE:

Plaintiffs incorporate the foregoing General Objections in response to this interrogatory, and reserve all request-specific and other applicable objections, including, but not limited to those based on privilege, work product, relevance, possession, custody, control, and confidentiality.

INTERROGATORY NO. 2: Please state whether any bills for legal fees and costs in connection with this Case were received by any or all of the Plaintiffs and, if so, state which Plaintiffs received the bills, the dates they were sent or received, and the amount of each such legal bill.

RESPONSE:

Plaintiffs incorporate the foregoing General Objections in response to this interrogatory, and reserve all request-specific and other applicable objections, including, but not limited to those based on privilege, work product, relevance, possession, custody, control, and confidentiality.

INTERROGATORY NO. 3: Please state whether any or all of the Plaintiffs paid any legal fees or costs in connection with this Case and, if so, state the dates in which the payments were made, the amount of any such payments, which Plaintiffs made the payments, and to whom the payments were made.

RESPONSE:

Plaintiffs incorporate the foregoing General Objections in response to this interrogatory, and reserve all request-specific and other applicable objections, including, but not limited to those based on privilege, work product, relevance, possession, custody, control, and confidentiality.

INTERROGATORY NO. 4: Please state whether any correspondence, e-mails, or other Documents were sent to any or all of the Plaintiffs requesting payment of bills for legal fees or costs incurred in connection with this Case and, if so, identify the Documents by date, author or sender, and addressee.

RESPONSE:

Plaintiffs incorporate the foregoing General Objections in response to this interrogatory, and reserve all request-specific and other applicable objections, including, but not limited to those based on privilege, work product, relevance, possession, custody, control, and confidentiality.

INTERROGATORY NO. 5: Please state whether any or all of the Plaintiffs agreed to “a 20% special increase” in hourly rates given counsel’s “national experience in voting and election cases” when they retained counsel for this Case and identify by date and signatures to any such Documents reflecting that agreement.

RESPONSE:

Plaintiffs incorporate the foregoing General Objections in response to this interrogatory, and reserve all request-specific and other applicable objections, including, but not limited to those based on privilege, work product, relevance, possession, custody, control, and confidentiality.

INTERROGATORY NO. 6: Please state whether any request of the Holtzman Vogel Firm and/or Jason Torchinsky in the last ten years to receive an attorney's fee award which included "a 20% special increase" or higher percentage increase given their or his "national experience in voting and election cases" were granted and, if so, identify the Court by name of the case, case number, and jurisdiction and identify the Order of Judgment by date.

RESPONSE:

Plaintiffs incorporate the foregoing General Objections in response to this interrogatory, and reserve all request-specific and other applicable objections, including, but not limited to those based on privilege, work product, relevance, possession, custody, control, and confidentiality.

INTERROGATORY NO. 7: Please state whether any request of the Holtzman Vogel Firm and/or Jason Torchinsky in the last ten years for any attorney's fee award which included "a 20% special increase" or higher percentage based on their or his "national experience in voting and election cases" were rejected by a Court and, if so, identify the Court by name of the case, case number, and jurisdiction and identify the Order of Judgment by date.

RESPONSE:

Plaintiffs incorporate the foregoing General Objections in response to this interrogatory, and reserve all request-specific and other applicable objections, including, but not limited to those based on privilege, work product, relevance, possession, custody, control, and confidentiality.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: Produce all engagement agreements for this Case with any or all of the Plaintiffs.

RESPONSE:

Plaintiffs incorporate the foregoing General Objections in response to this request, and reserve all request-specific and other applicable objections, including, but not limited to those based on privilege, work product, relevance, possession, custody, control, and confidentiality.

REQUEST FOR PRODUCTION NO. 2: Produce copies of all Documents which reflect that any or all of the Plaintiffs agreed to “a 20% special increase” in hourly rates when they retained counsel for this Case.

RESPONSE:

Plaintiffs incorporate the foregoing General Objections in response to this request, and reserve all request-specific and other applicable objections, including, but not limited to those based on privilege, work product, relevance, possession, custody, control, and confidentiality.

REQUEST FOR PRODUCTION NO. 3: Produce copies of all monthly or other periodic bills for legal fees and costs in connection with this Case which were received by any or all of the Plaintiffs.

RESPONSE:

Plaintiffs incorporate the foregoing General Objections in response to this request, and reserve all request-specific and other applicable objections, including, but not limited to those based on privilege, work product, relevance, possession, custody, control, and confidentiality.

REQUEST FOR PRODUCTION NO. 4: Produce all Documents reflecting any payments by any or all of the Plaintiffs for any legal fees or costs in connection with this Case.

RESPONSE:

Plaintiffs incorporate the foregoing General Objections in response to this request, and reserve all request-specific and other applicable objections, including, but not limited to those based on privilege, work product, relevance, possession, custody, control, and confidentiality.

REQUEST FOR PRODUCTION NO. 5: Produce all correspondence, e-mails or other Documents which was sent to any or all of the Plaintiffs for any legal fees or costs in connection with this Case.

RESPONSE:

Plaintiffs incorporate the foregoing General Objections in response to this request, and reserve all request-specific and other applicable objections, including, but not limited to those based on privilege, work product, relevance, possession, custody, control, and confidentiality.

REQUEST FOR PRODUCTION NO. 6: Produce any and all Documents identified in response to any of the above interrogatories.

RESPONSE:

Plaintiffs incorporate the foregoing General Objections in response to this request, and reserve all request-specific and other applicable objections, including, but not limited to those based on privilege, work product, relevance, possession, custody, control, and confidentiality.

Dated: September 8, 2026

Jason B. Torchinsky* (VA Bar # 47481)
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/s/ Reid A. Jones

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*Admitted Pro Hac Vice

CERTIFICATE OF SERVICE

I hereby certify that on September 8, 2026, I served the foregoing on all counsel of record by email.

/s/ Reid A. Jones