LOUISIANA STATE LAW INSTITUTE

MEETING OF THE COUNCIL

September 9, 2022

Friday, September 9, 2022

Persons Present:

Adams, Marguerite (Peggy) L.
Babington, J. Bert
Baker, Pamela J.
Blunt, Shelton D.
Borel, Danielle L.
Breard, L. Kent
Cromwell, L. David
Davrados, Nikolaos A.
Dawkins, Robert G.
Doguet, Andre'
Drury, Trey
Forrester, William R., Jr.
Heinen, Lauren C.
Holdridge, Guy
Janke, Benjamin West
Jewell, John Wayne
Kutcher, Robert A.
Lee, Amy Allums
Manning, C. Wendell
Medlin, Kay C.
Mengis, Joseph W.
Miller, Gregory A.
Norman, Rick J.
Price, Donald W.
Ramsey, Regina
Richard, Herschel E., Jr.
Richardson, Sally Brown
Riviere, Christopher H.
Saloom, Douglas J.
Scalise, Ronald J., Jr.
Stuckey, James A.
Talley, Susan G.
Tate, George J.
Thibeaux, Robert P.
Ventulan, Josef
Waller, Mallory C.
Weems, Charles S., III
White, H. Aubrey, III
Woodruff-White, Lisa
Ziober, John David

Vice-President L. David Cromwell called the September Council meeting to order at 10:00 a.m. on Friday, September 9, 2022 at the Louisiana Supreme Court in New Orleans. After asking the Council members to briefly introduce themselves, the Vice-President called on the Director to make a few administrative announcements concerning the cancellation of the Council's November meeting and the scheduling of the Law Institute's Annual Banquet. The Vice-President then asked Professor Trey Drury, Reporter of the Corporations Committee, to begin his presentation of materials.

Corporations Committee

Professor Drury began his presentation with a brief introduction and background information concerning his membership on the Corporations Committee prior to being selected as the Committee's Reporter. He reminded the Council that Professor Glenn Morris had begun presenting the Committee's proposed revision of Louisiana LLC law, but that in light of his retirement and the COVID-19 pandemic, it had been several years since the Council had considered these materials. The Reporter also reminded the Council of the Committee's general approach to the revision – to begin with the provisions of ULLCA and to make revisions as necessary based on provisions of the LBCA, existing Louisiana LLC law, the ABA Prototype Act, and Delaware law. Professor Drury then informed the Council that his intent was to begin with the provisions of Parts I and II of the revision that had previously been recommitted or deferred by the Council.

With that introduction, the Reporter directed the Council's attention to R.S. 12:22-105, on page 22 of the "Part I" materials, and explained that the Committee had previously adopted the concept of an exclusive operating agreement to provide some certainty to sophisticated parties with respect to the terms of the agreement among the LLC's members. Professor Drury noted that under existing Louisiana LLC law, operating agreements can be written or oral, but there are certain things that must be done in a written operating agreement, and ULLCA eliminates many of those requirements and also explicitly provides for tacit operating agreements. In light of these changes, which the Committee has included in the revision, members essentially adapted the concept of a

corporate unanimous governance agreement into an exclusive operating agreement and included it as an option for LLCs, and when this concept was previously presented to the Council, members generally agreed with this approach but recommitted the provision to make certain that these exclusive operating agreements could not inadvertently be entered into by less sophisticated parties who may not understand the ramifications. Since that time, however, the Committee has engaged in much debate concerning the utility of exclusive operating agreements as opposed to, for example, including an ironclad integration clause in a written operating agreement, and the Committee ultimately concluded that the concept of exclusive operating agreements should be removed. As a result, the Committee now recommends deletion of Subsections F through H on pages 22 and 23.

A motion was then made and seconded to delete Subsections F through H of R.S. 12:22-105 as proposed by the Committee, and a great deal of discussion ensued. Several Council members expressed concern with respect to oral and tacit operating agreements and how these function in practice, as well as the frequency with which oral side agreements are made to amend written operating agreements, even if the written operating agreement provides that it can only be amended in writing. Professor Drury and members of the Committee informed the Council of the Committee's discussions with respect to these issues, including the fact that if a written operating agreement can be overridden by an oral side agreement under existing law, the same problem would likely occur even if the written operating agreement were now called an exclusive operating agreement. The Vice-President questioned whether the Committee considered explicitly providing that if a written operating agreement contains an integration clause stating that it is the sole agreement among the members and that any amendments to the written operating agreement must be made in writing, no oral or tacit side agreements will be honored. Members of the Council then debated whether such a provision should be included, particularly in light of the Civil Code's general rule that oral agreements can modify written agreements as well as the general application of the parol evidence rule throughout Louisiana law. For example, several members of the Council questioned whether the judiciary would prefer to enforce as an absolute rule a written operating agreement with an ironclad integration clause requiring amendments to be made in writing or to have the flexibility to honor oral or tacit side agreements that may have been made among the LLC's members.

Continuing this discussion concerning eliminating the concept of exclusive operating agreements and perhaps explicitly providing for something else, one Council member noted that the Council is contemplating this in the context of sophisticated parties entering into high-level agreements, yet the vast majority of LLCs are formed by less sophisticated "normal people," usually through a form on the secretary of state's website, and these less sophisticated parties may not have entered into any sort of operating agreement and will instead be governed by the default rules. Members of the Council discussed how these issues are treated in other states, which do not provide for exclusivity but also do not have Louisiana's parol evidence rule and instead require written contracts to be amended in writing as opposed to orally or tacitly. The Council also discussed that oral or tacit amendments to a written operating agreement would have to be proven in court just like they are for any other contract.

At this time, a vote was taken on the motion to remove the concept of exclusive operating agreements by deleting Subsections F through H of R.S. 12:22-105, on pages 22 and 23 of the materials, and the motion passed by a vote of 17 in favor and 12 opposed. A motion was then made and seconded to recommit this provision with instructions that the Committee should draft a provision stating that if the members of an LLC enter into a written operating agreement that contains an integration clause stating that the written agreement is the sole agreement among the members and that any amendments to the agreement must be made in writing, this will be conclusive, and no oral or tacit amendments will be honored. One Council member questioned why written operating agreements should be treated so differently from any other written contract throughout Louisiana law, including multi-million-dollar leases, all of which are subject to the parol evidence rule despite providing that they can only be amended in writing. One Council member questioned whether this provision should be conclusive or rather should create a presumption that can be rebutted, but other members of the Council wondered

what that presumption would be and how it would apply. Another Council member then explained that although the vast majority of LLCs are created by unsophisticated parties who will be governed by the default rules, there are sophisticated parties who will benefit from knowing that there is a way to enter into an ironclad written operating agreement to which the parol evidence rule will not apply. A vote was then taken on the motion to recommit R.S. 12:22-105 with instructions that the Committee draft a provision stating that if a written operating agreement contains an integration clause that provides that it is the sole agreement among the members and that any amendments must be made in writing, this will be conclusive, and the parol evidence rule will not apply with respect to any oral or tacit side agreements. The motion passed by a vote of 17 in favor and 13 opposed, and one Council member suggested that the Reporter and his Committee consider Louisiana's credit agreement statutes, which also require agreements to be made in writing, when drafting this provision.

The Reporter then asked the Council to turn to R.S. 12:22-102, on page 5 of the materials, to approve the deletion of the references to exclusive operating agreements in the definitions provision. A motion was quickly made and seconded to adopt the proposed revisions appearing in bold as presented, and the motion passed with no objection. The adopted proposal reads as follows:

R.S. 12:22-102. Definitions

* * *

(13) "Operating agreement" means the agreement ~~whether or not referred to as an operating agreement and whether oral, implied, in a record, or in any combination thereof,~~ of the sole member or all the members of a limited liability company~~, including a sole member,~~ concerning the matters described in ~~Section 105(a)~~ R.S. 12:22-105(A). The agreement need not be called an operating agreement and may be partly or entirely written, oral, or tacit. ~~The term includes the agreement as amended or restated.~~ An operating agreement includes any amendment that is adopted in accordance with the agreement, even if the agreement permits the amendment to be approved by fewer than all members of the company.

~~(13A) "Exclusive operating agreement" means an operating agreement that meets the requirements of R.S. 12:22-105(F).~~

* * *

Next, Professor Drury directed the Council's attention to R.S. 12:22-107, on page 40 of the materials, and explained that ULLCA treats articles of organization differently from existing Louisiana LLC law in that the articles intended to provide basic information about an LLC without much else, whereas the details are included in the LLC's operating agreement. As a result, ULLCA provides that if there is a disagreement between the operating agreement and another document of public record, such as the articles of organization, the operating agreement will prevail as between the members, but third parties are nevertheless entitled to rely upon the document. When the Council considered this provision, however, members did not like the idea that a third party may be prejudiced by this entitlement to rely upon the document in the public record if the provision of the operating agreement would be more favorable to the third party. As a result, the Council recommitted Subsection D of this provision, and the Committee redrafted it to provide that the document in the public record will prevail as to any other person unless the person consents to have the agreement prevail.

At this time, a motion was made and seconded to adopt the proposed revisions in bold on pages 40 and 41 of the materials, and a great deal of discussion ensued among as to whether this was the proper policy. One Council member questioned the result in the event that the articles of organization contain a provision about which the operating agreement is silent and whether this would constitute a "conflict" for purposes of this

provision. The Vice-President questioned whether some sort of affirmative statement that the third party will have the option to have the agreement prevail "regardless of the person's actual knowledge" should be included or whether this is implicit, and members of the Council also debated use of the concept of "consenting" as opposed to "failing to object" or "adversely affecting" the third party, as well as how the third party's consent will be manifested. Several Council members discussed the difficulties surrounding how these issues would play out in practice and why a third party who knows about a discrepancy between the LLC's articles of organization and operating agreement, such as a bank, would not require the company to resolve the discrepancy before transacting business with it. The Council continued to discuss whether the third party should be able to take advantage of the more favorable provision as a policy matter as well as the broad definition of "consent" appearing in the Civil Code. Other Council members questioned why third parties are being protected at all, and Professor Drury responded that in these situations, the members of the LLC have included conflicting provisions in their operating agreement and public documents, making it impossible for third parties to ascertain which provision is correct. The Council also discussed whether this issue has come up in practice, and the Reporter provided the following example: the articles of organization state that the LLC is member-managed, the operating agreement states that the LLC is manager-managed, and third parties therefore have no idea who has the authority to act on behalf of the LLC.

The Vice-President then suggested that perhaps Paragraph (D)(2) of R.S. 12:22-107, on page 41 of the materials, should be redrafted to provide that the document prevails as to any other person "unless the provision in the agreement is more favorable to that person." Another Council member wondered whether the inclusion of this provision would allow a third party with no real interest in a transaction to nevertheless undo it, and the Council discussed whether the third party would have standing to make such an argument. Several members of the Council then concluded that, despite its previous decision, perhaps the operating agreement should govern as to the members, third parties should be entitled to rely upon documents in the public record, and this idea that third parties can pick and choose which provisions apply to them should be eliminated. Other Council members agreed with this sentiment, again noting that if the third party prefers the provision of the operating agreement, they should instruct the LLC to make their documents consistent before transacting business with the company.

After breaking for lunch, a motion was made and seconded to revise Paragraph (D)(2) of R.S. 12:22-107, on page 41 of the materials, to eliminate the "unless the person consents to have the agreement prevail" language and simply provide that "The document prevails as to any other person." The motion passed with no objection, and the adopted proposal reads as follows:

> **R.S. 12:22-107. Operating agreement; effect on third parties and relationship to ~~records effective~~ documents filed on behalf of limited liability company**
>
> * * *
>
> ~~(d)~~ D. Subject to ~~subsection (c)~~ Subsection C of this Section, if a ~~record~~ document delivered by a limited liability company to the ~~[Secretary of State]~~ secretary of state for filing becomes effective and conflicts with a provision of the operating agreement:
>
> (1) ~~the~~ The agreement prevails as to members, persons dissociated as members, transferees, and managers~~; and~~.
>
> (2) ~~the record~~ The document prevails as to ~~other persons to the extent they reasonably rely on the record~~ any other person.

Next, the Council considered R.S. 12:22-108 and 108.1, on pages 45 and 46 of the materials, and the Committee's proposed retention of the concept of L3Cs in Louisiana. Professor Drury explained that the Council had previously recommitted this provision for purposes of determining whether L3Cs are still being used, and the secretary

of state's office reported that roughly 400 of these types of entities exist and are doing no real harm. The Reporter also explained that the Committee had determined that this provision concerning L3Cs should be made its own statute and had included background information from legislative testimony introducing the concept of L3Cs in Louisiana. A motion was made and seconded to adopt both Sections, and the Council discussed replacing "and which limited liability company is at all times operated to satisfy" with ", and shall at all times be operated to satisfy," on lines 5 and 6 of page 46 as well as changing "entity" to "company" throughout R.S. 12:22-108.1. After additional clarification concerning the fact that L3Cs are not the same as nonprofit organizations, votes were taken on the motions to adopt R.S. 12:22-108 as presented and R.S. 12:22-108.1 as amended. Both motions passed without objection, and the adopted proposals read as follows:

R.S. 12:22-108. Nature, purpose, and duration of limited liability company

~~(a)~~ A. A limited liability company is ~~an entity~~ a juridical person distinct from its ~~member or~~ members.

~~(b)~~ B. A limited liability company may have any lawful purpose, regardless of whether for profit. Unless a more limited purpose is set forth in its articles of organization, a limited liability company has the purpose of engaging in any lawful business or activity.

~~(c)~~ C. A limited liability company has perpetual duration unless stated otherwise in its articles of organization.

D. A limited liability company may engage in a business or activity that is subject to regulation under another statute of this state to the extent not prohibited by the other statute.

R.S. 12:22-108.1. Low-profit limited liability companies

A. A limited liability company organized as a low-profit limited liability company shall set forth in its articles of organization a business purpose that satisfies, and shall at all times be operated to satisfy, each of the following requirements:

(1) The company significantly furthers the accomplishment of one or more charitable or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code and would not have been formed but for the company's relationship to the accomplishment of charitable or educational purposes.

(2) No significant purpose of the company is the production of income or the appreciation of property provided; however, the fact that a company produces significant income or capital appreciation shall not, in the absence of other factors, be conclusive evidence of a significant purpose involving the production of income or the appreciation of property.

(3) No purpose of the company is to accomplish one or more political or legislative purposes within the meaning of Section 170(c)(2)(D) of the Internal Revenue Code.

B. If a company that is organized pursuant to the requirements of Subsection A of this Section at its formation at any time ceases to satisfy any one of the requirements, it shall immediately cease to be a low-profit limited liability company, but by continuing to meet all of the other requirements of this Chapter, shall continue to exist as a limited liability company. The name of the company shall be changed to be in conformance with R.S. 12:22-112.

The Reporter then directed the Council's attention to R.S. 12:22-202, on page 5 of the "Part II" materials, and explained that the cross-reference on lines 38 and 39 had been updated to reflect that L3Cs are now governed by a separate Section. A motion was quickly made and seconded to approve the proposed change as presented, and the motion passed with no objection. The adopted proposal reads as follows:

R.S. 12:22-202. Articles of ~~incorporation~~ organization and signed consent by agent to appointment

* * *

E. The articles of organization of a low-profit limited liability company must satisfy the requirements of Subsection A of this Section and must set forth both of the following:

(1) A statement that the company is a low-profit limited liability company.

(2) A statement of a business purpose that satisfies the requirements of R.S. 12:22-108.1.

Turning back to the "Part I" materials, the Reporter asked the Council to consider R.S. 12:22-116 on page 66, explaining that the Committee recommended adding information concerning the company's principal office in addition to its registered office. Professor Drury also explained that Subsection D had been added to clarify that these sorts of changes are made in the ordinary course of business and are not the types of changes for which an amendment to the operating agreement or articles of organization need to be made, unlike, for example, changes to the company's membership. Motions were made and seconded to adopt Subsections A and D, and one Council member suggested adding "principal office" after "registered office" in the heading on line 3 of page 66. The Reporter agreed, and both motions passed over one objection. The adopted proposals read as follows:

R.S. 12:22-116. Change of registered office, principal office, or registered agent

A. A ~~corporation~~ limited liability company may change its registered office, principal office, or the identity or address of its registered agent by delivering to the secretary of state for filing a statement of change that sets forth all of the following information:

(1) The name of the ~~corporation~~ limited liability company.

(2) The street address of its current registered office and current principal office.

(3) If the current registered office is to be changed, the street address of the new registered office.

(4) If the current principal office is to be changed, the street address of the new principal office.

~~(4)~~ (5) The name and street address of its current registered agent.

~~(5)~~ (6) If the identity of the current registered agent is to be changed, the name of the new registered agent, and the new agent's signed written consent to the appointment, either on the statement or attached to it.

~~(6)~~ (7) If the street address of the registered agent is to be changed, the new street address of the registered agent.

~~(7)~~ (8) If the registered agent is a corporation or eligible entity, and the corporation or eligible entity is not already in compliance with R.S. 12:22-115(2)(b)(ii), the name of at least two individuals at its address in this state, each of whom is authorized to receive any process served on it as such agent.

* * *

D. A change made pursuant to this Section is a matter in the ordinary course of business of the limited liability company and need not be approved in the manner otherwise required for an amendment of the articles of organization.

Next, the Council considered R.S. 12:22-120, on page 78 of the materials, and Professor Drury explained that this Section had previously been recommitted by the Council for purposes of consulting with the secretary of state's office to determine whether it comports with their electronic filing system, the use of which is mandatory in roughly fifteen parishes but can be used in the remaining parishes as well. The Reporter explained that, after discussion, the Committee had determined that Subsection H should be removed, since it seems unfair to place an additional burden on those filing physical documents that does not apply to those filing electronic documents due to the exceptions provided in R.S. 12:1701. A motion was made and seconded to adopt the proposed changes to R.S. 12:22-120, at which time one Council member questioned whether the secretary of state's electronic filing system required some sort of username and password or other method of authentication, as well as how these protections compared to requirements concerning acknowledgements of signatures by notaries and witnesses. After additional discussion comparing this provision to the corresponding provision of the LBCA, R.S. 12:1-120, one Council member suggested deleting the bracketed language on lines 25 through 27 of page 78 subject to additional research indicating that this language is necessary. A vote was then taken on the motion to adopt R.S. 12:22-120 as amended, and the motion passed with no objection. The adopted proposal reads as follows:

R.S. 12:22-120. Requirements for documents~~; extrinsic facts~~

A. A document must satisfy the requirements of this Section, and of any other provision of this Chapter that adds to or varies these requirements, to be entitled to filing by the secretary of state.

B. The filing of the document in the office of the secretary of state must be required or permitted by this Chapter.

C. The document must contain the information required by this Chapter. It may contain other information as well.

D. The document must be typewritten or printed or, if transmitted electronically or online, it must be in a format that can be retrieved or reproduced in typewritten or printed form. The inclusion of handwritten notations or entries on a typewritten or printed document does not affect the eligibility of the document for filing.

E. The document must be in the English language. A ~~corporate~~ limited liability company name need not be in English if written in English letters or Arabic or Roman numerals~~[, and the certificate of existence required of foreign corporations~~ limited liability companies ~~need not be in English if accompanied by a reasonably authenticated English translation]~~.

F. The document must be signed as follows ~~by one of the following~~:

~~(1) By the chairman of the board of directors of a domestic or foreign corporation, by its president, or by another of its officers.~~

~~(2) If directors have not been selected or the corporation has not been formed, by an incorporator.~~

~~(3) If the corporation is in the hands of a receiver, liquidator, trustee, or other court-appointed fiduciary, by that fiduciary.~~

(1) Except as otherwise provided in Paragraphs (2) and (3) of this Subsection, a document signed by a limited liability company must be signed by a person authorized by the company.

(2) A company's initial articles of organization must be signed by at least one person acting as an organizer.

(3) A document delivered on behalf of a dissolved company that has no member must be signed by the person winding up the company's activities and affairs under R.S. 12:22-702(C) or a person appointed under R.S. 12:22-702(D) to wind up the activities and affairs.

(4) A statement of denial by a person under R.S. 12:22-303 must be signed by that person.

(5) Any other record delivered on behalf of a person to the secretary of state for filing must be signed by that person.

G. The person executing the document shall sign it and state, beneath or opposite the person's signature, the person's name and the capacity in which the document is signed. ~~The document may but need not contain a corporate seal.~~

~~H. Except as provided in R.S. 12:1701, the following documents shall be acknowledged by one of the persons who signs the document or instead shall be executed by authentic act:~~

~~(1) Articles of incorporation~~ organization ~~or restated articles of organization.~~

~~(2) Written consent to appointment by a registered agent.~~

~~(3) Articles of correction.~~

~~(4) Articles of amendment.~~

~~(5) Articles of merger.~~

~~(6) Articles of share~~ interest ~~exchange.~~

~~(7) Articles of domestication.~~

~~[(8) Articles of nonprofit conversion.~~

~~(9) Articles of nonprofit domestication and conversion.]~~

~~(10) Articles of entity conversion.~~

~~(11) Articles of dissolution.~~

~~(12) Articles of revocation of dissolution.~~

~~(13) Articles of termination.~~

~~(14) Articles of reinstatement.~~

~~(15) Contract acknowledgment statement by a corporation that contracts with the state.~~

I. If the secretary of state has prescribed a mandatory form for the document pursuant to R.S. ~~12:1-121~~ 12:22-121, the document must be in or on the prescribed form.

J. The document must be delivered to the office of the secretary of state for filing. Delivery may be made by electronic or online transmission if and to the extent permitted by the secretary of state. If it is filed in typewritten or printed form and not transmitted electronically or online, the secretary of state may require one exact or conformed copy to be delivered with the document, except as provided in R.S. ~~12:1-503~~ 12:22-117.

K. When the document is delivered to the office of the secretary of state for filing, the correct filing fee and any tax, fee, or penalty required to be paid therewith by this Chapter or other provision of law must be paid, or provision for payment made, in a manner permitted by the secretary of state.

~~L. Whenever a provision of this Chapter permits any of the terms of a plan or a filed document to be dependent on facts objectively ascertainable outside the plan or filed document, the following provisions apply:~~

~~(1) The manner in which the facts will operate upon the terms of the plan or filed document shall be set forth in the plan or filed document.~~

~~(2) The facts may include any of the following but are not limited to:~~

~~(a) Any of the following that is available in a nationally recognized news or information medium either in print or electronically: statistical or market indices, market prices of any security or group of securities, interest rates, currency exchange rates, or similar economic or financial data.~~

~~(b) A determination or action by any person or body, including the corporation or any other party to a plan or filed document.~~

~~(c) The terms of, or actions taken under, an agreement to which the corporation is a party or any other agreement or document.~~

~~(3) As used in this Subsection:~~

~~(a) "Filed document" means a document filed with the secretary of state under any provision of this Chapter except R.S. 12:1-1621.~~

~~(b) "Plan" means a plan of domestication, nonprofit conversion, entity conversion, merger, or share exchange.~~

~~(4) The following provisions of a plan or filed document may not be made dependent on facts outside the plan or filed document:~~

~~(a) The name and address of any person required in a filed document.~~

~~(b) The registered office of any entity required in a filed document.~~

~~(c) The registered agent of any entity required in a filed document.~~

~~(d) The number of authorized shares and designation of each class or series of shares.~~

~~(e) The effective date of a filed document.~~

~~(f) Any required statement in a filed document of the date on which the underlying transaction was approved or the manner in which that approval was given.~~

~~(5) If a provision of a filed document is made dependent on a fact ascertainable outside of the filed document, and that fact is not ascertainable by reference to a source described in Subparagraph (L)(2)(a) of this Section or a document that is a matter of public record, or the affected shareholders have not received notice of the fact from the corporation, then the corporation shall file with the secretary of state articles of amendment setting forth the fact promptly after the time when the fact referred to is first ascertainable or thereafter changes. Articles of amendment under this Paragraph are deemed to be authorized by the authorization of the original filed document or plan to which they relate and may be filed by the corporation without further action by the board of directors or the shareholders.~~

The Council then turned to R.S. 12:22-121, on page 86 of the materials, concerning forms that are provided by the secretary of state and must be used and those that may be provided but the use of which is not mandatory. Professor Drury explained that the Council had recommitted this provision to ensure that it was consistent with the secretary of state's electronic filing practices, and that in the meantime, legislation was proposed by the secretary of state's office to update the corresponding provision of the LBCA, R.S. 12:1-121. As a result, the Committee updated Paragraph (A)(1) and Subsection B, and a motion was made and seconded to adopt the proposed changes. Several Council members then expressed concern that there would now be no affirmative statement in Subsection B that the use of these forms is optional, and after discussion, a motion was made and seconded to restore the "but their use is not mandatory" language on line 23 of page 86. The Council also agreed to delete "and furnish" on line 22 of the same page and instructed the Committee to consider whether to make similar changes to the corresponding provision of the LBCA. After a brief discussion concerning whether these corresponding changes to corporations law would be included in the same bill as the comprehensive revision to Louisiana LLC law, a motion was made and seconded to adopt R.S. 12:22-121 as amended. The motion passed with no objection, and the adopted proposal reads as follows:

R.S. 12:22-121. Forms

A. (1) The secretary of state may prescribe and furnish ~~on request~~ forms for any of the following:

(a) An application for a certificate of existence and standing.

(b) A foreign ~~corporation's~~ limited liability company's application for a certificate of authority to do business in this state.

(c) A foreign ~~corporation's~~ limited liability company's application for a certificate of withdrawal.

(d) The annual report.

(2) If the secretary of state so requires, use of these forms is mandatory.

B. The secretary of state may ~~prescribe and furnish~~ provide forms for other documents required or permitted to be filed by this Chapter but their use is not mandatory.

Professor Drury then asked the Council to return to the "Part II" materials to consider R.S. 12:22-204 on page 12, explaining that although Subsections B through E had previously been approved by the Council, Subsection A had been recommitted for

purposes of clarifying the meaning of the "vested property right" language. The Reporter then explained that ULLCA only includes the first sentence of this provision but that the LBCA contains similar language in R.S. 12:1-1001(B). As a result, the Committee's preference is to simply omit the second sentence of Subsection A, but an alternative proposal to reproduce the language of the LBCA had also been included on lines 11 through 15 of page 12. A motion was then made and seconded to adopt Subsection A as presented on lines 6 through 8 of page 12, and the motion passed with no objection. The adopted proposal reads as follows:

R.S. 12:22-~~202~~ 204. Amendment or restatement of ~~certificate~~ articles of organization

~~(a)~~ A. ~~A certificate~~ Articles of organization may be amended or restated at any time.

* * *

Finally, the Council considered R.S. 12:22-205, on page 18 of the materials, and Professor Drury explained that a number of changes had been made since the Council had originally considered this provision, all of which were reflected in bold on pages 18 and 19. Beginning with Subsection A, "municipal address" had been changed to "street address" and the stipulation that this address not be a post office box only had been removed as unnecessary. Additionally, Paragraph (A)(5) had been included to require the name and street address of each manager in a manager-managed LLC or each member in a member-managed LLC to be provided, and the Reporter explained that although some states provide anonymity for members and managers of LLCs, the majority of the Committee felt that there was value in knowing who is involved in the LLC's business operations. Finally, Paragraph (A)(6) had been added to require the name and street address of any secretary of the company to be provided. A motion was made and seconded to adopt the proposed changes to Subsection A, and one Council member expressed that although she would prefer retention of the concept of a certifying official as opposed to a secretary, regardless of what this person is ultimately called, their street address should not be required. Other Council members agreed that "and street address" should be deleted on line 27 of page 18, and one Council member noted that this change would also eliminate ambiguity as to whether "if any" on the same line applies to whether the company has a secretary or whether the company's secretary has a street address. A vote was then taken on the motion to adopt Subsection A as amended, and the motion passed with no objection.

The Council then turned to Subsection B of R.S. 12:22-205, on page 18 of the materials, and the Reporter explained that some sort of evidence that the company's new registered agent has consented to the appointment must be included. After discussion concerning the format of this consent – often an email exchange with the secretary of state's office – as well as the fact that "consent" as opposed to "acknowledgment" is preferred, a motion was made and seconded to adopt the proposed changes to Subsection B as presented. The motion passed with no objection, and the Council also adopted the technical changes to Subsection C as presented before turning to Subsection D, which Professor Drury explained had been recommitted for purposes of determining compliance with the secretary of state's electronic filing practices. After discussing this provision with representatives of the secretary of state's office, the Committee recommends rewording Subsection D so that it will essentially only apply to paper filings, because if someone attempts to submit an incomplete annual report on the secretary of state's website, the person attempting to submit it will receive an error message that the form has been rejected. A motion was made and seconded to adopt the proposed changes to Subsection D as presented, and the motion passed with no objection. The Council also adopted the technical changes to Subsection E as presented.

Lastly, the Council considered Subsection F of R.S. 12:22-205, on pages 18 and 19 of the materials, which the Reporter explained is another clarification that although the annual report may change certain information concerning the LLC, these changes are not considered amendments to the company's articles of organization, which is a common

misconception. One Council member then questioned whether the name of the company's secretary should be included in this list, and the Reporter responded that the changes governed by Subsection F are intended to be ministerial only. Additionally, the Committee is still grappling with the role of the company's secretary and whether to include the secretary's name only in the annual report or in the company's articles of organization so that this information is a matter of public record. A motion was then made and seconded to adopt Subsection F as presented, and the motion passed with no objection. R.S. 12:22-205 as adopted by the Council reads as follows:

R.S. 12:22-205. Annual report for secretary of state

A. Each ~~corporation~~ limited liability company shall deliver to the secretary of state for filing an annual report that sets forth all of the following information:

(1) The name of the ~~corporation~~ company.

(2) The street address of its registered office.

(3) The name and street address of its registered agent.

(4) The street address of its principal office.

(5) ~~Names and business addresses of its directors and principal officers.~~ The name and street address of each manager, if management of the company is vested in one or more managers, or each member, if management of the company is reserved to the members.

(6) ~~The total number of issued shares, itemized by class and series, if any, within each class.~~ The name of the secretary of the company, if any.

B. Information in the annual report must be current as of the date the annual report is signed on behalf of the ~~corporation~~ limited liability company. If the annual report names a registered agent other than the current registered agent of the company as shown in the records of the secretary of state, the report must include or be accompanied by a written consent to appointment by the registered agent named in the report.

C. A ~~corporation's~~ limited liability company's annual report shall be delivered to the secretary of state each year on or before the anniversary of the date that the ~~corporation~~ company was ~~incorporated~~ organized.

D. If the secretary of state receives an annual report that does not contain the information required by this Section, the secretary of state shall promptly notify the ~~corporation~~ limited liability company in writing and return the report to it for correction.

E. A dissolved ~~corporation~~ limited liability company shall continue to file annual reports under this Section until the existence of the ~~corporation~~ company is terminated.

F. The annual report of a limited liability company may change the address of the company's registered or principal office, or the identity or address of the company's registered agent, from that stated in the company's articles of organization. The change is not an amendment of the articles of organization.

At this time, Professor Drury concluded his presentation, and the Friday session of the September 2022 Council meeting was adjourned.

LOUISIANA STATE LAW INSTITUTE

MEETING OF THE COUNCIL

September 10, 2022

Friday, September 10, 2022

Persons Present:

Babington, J. Bert
Baker, Pamela J.
Blunt, Shelton D.
Breard, L. Kent
Cromwell, L. David
Davrados, Nikolaos A.
Dawkins, Robert G.
Doguet, Andre'
Gulotta, Jay
Holdridge, Guy
Janke, Benjamin West
Jewell, John Wayne
Kutcher, Robert A.
Lee, Amy Allums
Manning, C. Wendell
Medlin, Kay C.
Mengis, Joseph W.
Miller, Gregory A.
Norman, Rick J.
Philips, Harry "Skip", Jr.
Richard, Herschel E., Jr.
Talley, Susan G.
Tate, George J.
Ventulan, Josef
Waller, Mallory C.
White, H. Aubrey, III
Woodruff-White, Lisa
Ziober, John David

Vice-President L. David Cromwell called the Saturday session of the September Council meeting to order at 9:00 a.m. on Saturday, September 10, 2022 at the Louisiana Supreme Court in New Orleans. The Vice-President then called on Judge Guy Holdridge, Reporter of the Code of Civil Procedure Committee, to begin his presentation of materials.

Code of Civil Procedure Committee

Judge Holdridge began his presentation by introducing the Committee's proposed revision to Article 925, on page 1 of the materials. Judge Holdridge explained that this revision seeks to redesignate the exception of the court's lack of jurisdiction over the subject matter of the action from a declinatory exception to a peremptory exception. He reasoned that objections relative to declinatory exceptions are waived unless specially pled, and thus the court's lack of jurisdiction over the subject matter of the action should more appropriately be identified as a peremptory exception since it may be raised at any time. A motion was made and seconded to adopt Article 925 and its Comments as presented, and the motion passed with no objection. The adopted proposal reads as follows:

Article 925. Objections raised by declinatory exception; waiver

A. The objections ~~which~~ that may be raised through the declinatory exception include but are not limited to the following:

(1) Insufficiency of citation.

(2) Insufficiency of service of process, including failure to request service of citation on the defendant within the time prescribed by Article 1201(C), or failure to request service of petition within the time prescribed by Article 3955.

(3) Lis pendens under Article 531.

(4) Improper venue.

(5) The court's lack of jurisdiction over the person of the defendant.

~~(6) The court's lack of jurisdiction over the subject matter of the action.~~

B. When two or more of these objections are pleaded in the declinatory exception, they need not be pleaded in the alternative or in any particular order.

C. All objections ~~which~~ that may be raised through the declinatory exception~~, except the court's lack of jurisdiction over the subject matter of the action,~~ are waived unless pleaded therein.

Comments – 2023

The objection of lack of jurisdiction over the subject matter is deleted from the objections raised by declinatory exceptions and has been added as an objection that is raised by a peremptory exception under Article 927.

The Council then considered proposed revisions to Article 927, on page 3 of the materials. Judge Holdridge explained that the most substantial revision reflects jurisprudential practice and allows parties an opportunity to brief and argue the merits of an exception raised by the appellate court on its own motion. He also noted that due to the redesignation of the court's lack of jurisdiction over the subject matter of the action as an objection raised by peremptory exception, the listing of objections has been altered. The Reporter further indicated that because the court's lack of jurisdiction over the subject matter of the action should be adjudicated first, it had been placed first in the list of objections, with the remaining objections being redesignated accordingly.

One Council member expressed concern that this redesignation would necessitate a revision to the existing Comments to Article 927, and because the Law Institute's current policy is that Comments cannot be revised, perhaps lack of jurisdiction over the subject matter of the action should become Subparagraph (A)(8). Judge Holdridge agreed, and another Council member asked whether the court's lack of jurisdiction over the subject matter of the action has ever been a peremptory exception under Louisiana law. The Council indicated that it has not, though in practice, it has enjoyed similar treatment. Next, a Council member questioned whether the use of "objection" and "exception" on lines 28 and 30 of page 3, respectively, was intentional. Judge Holdridge answered affirmatively, explaining that this contemplates the notion that objections are raised through exceptions but agreeing to change "issue" to "objection" on line 29 of the same page. The Reporter then directed the Council's attention to the Comments, which now provides guidance to the court that lack of jurisdiction over the subject of the matter of the action should be adjudicated prior to any other matter. A motion was made and seconded to adopt Article 927 and its Comments as amended, and the motion passed with no objection. The adopted proposal reads as follows:

Article 927. Objections raised by peremptory exception

A. The objections ~~which~~ that may be raised through the peremptory exception include but are not limited to the following:

(1) Prescription.

(2) Peremption.

(3) Res judicata.

(4) Nonjoinder of a party under Articles 641 and 642.

(5) No cause of action.

(6) No right of action, or no interest in the plaintiff to institute the suit.

(7) Discharge in bankruptcy.

(8) The court's lack of jurisdiction over the subject matter of the action.

B. Except as otherwise provided by Articles 1702(D), 4904(D), and 4921(C), the court may not supply the objection of prescription, which shall be specially pleaded. The nonjoinder of a party, peremption, res judicata, discharge in bankruptcy, the failure to disclose a cause of action or a right or interest in the plaintiff to institute the suit, or ~~discharge in bankruptcy,~~ the court's lack of jurisdiction over the subject matter of the action may be noticed by either the trial or appellate court on its own motion. Once the objection of lack of subject matter jurisdiction is raised by the parties or noticed by the court on its own motion, the court shall address the objection before ruling on any other matter. If an exception is noticed by the appellate court, the exception shall not be adjudicated without assigning the matter for briefing and permitting the parties an opportunity to request oral argument.

Comments – 2023

The objection of the court's lack of jurisdiction over the subject matter of the action may be raised through a peremptory exception. Paragraph B now mandates that in all cases where multiple objections are raised, the court should rule on the objection of lack of subject matter jurisdiction prior to ruling on any other matters. Under Article 3, a judgment rendered by a court having no jurisdiction over the subject matter of the action or proceeding is void. Paragraph B has been further revised to clarify that if an appellate court raises a peremptory exception on its own motion, the court shall give the parties an opportunity to brief the exception and request oral argument. This provision allows the parties the opportunity to address the merits of a peremptory exception that is raised by the court for the first time at the appellate level. See, e.g., Thompson v. Winn-Dixie Montgomery, Inc., 181 So. 3d 656 (La. 2015) ("The court of appeal's failure to give the parties notice of its *sua sponte* determination or to provide them with an opportunity to be heard on the issue of operational control was legal error."); Merrill v. Greyhound Lines, Inc., 60 So. 3d 600 (La. 2011) ("[W]e find no error in the decision of the court of appeal to review issues not raised by the parties. However, having made the determination to review these issues, the court of appeal should have invited additional briefing from the parties prior to rendering judgment.").

Next, the Council considered revisions to R.S. 40:1231.8 and 1237.2, on page 6 of the materials, which include references to Article 927. Motions were quickly made and seconded to adopt the proposed revisions to these statutes as presented, and the motions passed with no objection. The adopted proposals read as follows:

R.S. 40:1231.8. Medical review panel

* * *

B.(1)(a)(i) * * *

* * *

(2)(a) A health care provider, against whom a claim has been filed under the provisions of this Part, may raise peremptory exceptions of no right of action pursuant to Code of Civil Procedure Article 927~~(6)~~ or any exception or defenses available pursuant to R.S. 9:5628 in a court of competent jurisdiction and proper venue at any time without need for completion of the review process by the medical review panel.

* * *

R.S. 40:1237.2. State medical review panel

* * *

B.(1)(a)(i) * * *

* * *

(2)(a) The state or a person, against whom a claim has been filed under the provisions of this Part, may raise peremptory exceptions of no right of action pursuant to Code of Civil Procedure Article 927~~(6)~~ or any exceptions or defenses available pursuant to R.S. 9:5628 in a court of competent jurisdiction and proper venue at any time without need for completion of the review process by the state medical review panel.

* * *

Judge Holdridge then asked that the Council review the changes to Article 963, on page 7 of the materials, which codify the concept of unopposed motions within the Code of Civil Procedure as set forth in Louisiana District Court Rule 9.8. After a brief explanation of the function of the unopposed motion, one Council member questioned the use of the term "affected" on line 18 of page 7, expressing concern that this seems ambiguous and may be interpreted as leaving discretion to the parties – potentially prejudicing another party. Another Council member expressed similar concerns, noting that the court may not necessarily know which parties are actually "affected." Council members then discussed that requiring consent from all parties would unnecessarily delay litigation – for example, in a multiparty proceeding, waiting for all parties to respond, particularly an unaffected party, would likely result in lengthy delay.

One Council member then questioned whether the last sentence was necessary since the language already exists within local rules – here, the concern is whether the clerk of court would be inclined to reject motions requiring affirmation of consent. Judge Holdridge replied that a similar practice is mandated by Rules 9.5 and 10.1, certifying that certain actions have been completed. Further, a court may refuse to sign a motion lacking certification. Judge Holdridge then suggested that required language relative to the certification could be inserted into this provision. Another Council member then expressed concern with requiring consent as to both the motion and the order, explaining that although a party may dispute the substance of the motion, the party may be amenable to the corresponding order. The member suggested that line 18 of page 7 be amended to reflect that consent be as to the "relief requested" rather than to both the motion and the accompanying order, cautioning that, because the order is what moves the litigation forward, a dispute as to the substance of the motion should not delay litigation when the relief requested is not disputed. The Council member went on to assert that the certification should correspond with the relief sought in the motion and to the order, rather than to the entire filing. Another Council member argued that agreements to only the relief sought may give rise to subsequent factual arguments irrelevant to the motion itself and asserted that consent should apply to both the substance of the motion and the order to prevent unscrupulous tactics. Judge Holdridge indicated that the Committee considered this scenario and ultimately elected to require consent as to both the motion and the order.

Another Council member then suggested that consent be removed from the Article, questioning whether it is appropriate to include this concept and whether giving consent also lends credibility to the allegations in dispute. After further discussion, Judge Holdridge reminded the Council that the certification required by the revision would not preclude a party from filing a contradictory motion should the mover not receive timely responses. Members of the Council then discussed the notice and service requirements allotted to unaffected parties, including that notice may not be meaningful in certain situations if, for example, a motion to continue were filed two days prior to the hearing, and notice was mailed via regular mail to opposing counsel – the nonmoving party's attorney would likely still appear for the already continued hearing date, thereby incurring additional costs. Redirecting the Council, Judge Holdridge explained that the intent of these revisions is to ensure judicial efficiency and that parties are noticed of filings. After

a brief discussion concerning the Comments to Article 963, the Reporter agreed to the Council's suggested replacement of "the consenting party" with "all parties" on line 25 of page 7, the addition of "and proposed order" after "motion" on line 26 of the same page, and the replacement of "the consenting party has" with "that all parties have." A motion was then made and seconded to adopt Article 963 and its Comments as amended, and the motion passed with no objection. The adopted proposal reads as follows:

Article 963. Ex parte, ~~and~~ contradictory, and unopposed motions; rule to show cause

A. If the order applied for by written motion is one to which the mover is clearly entitled without supporting proof, the court may grant the order ex parte and without hearing the adverse party.

B. If the order applied for by written motion is one to which the mover is not clearly entitled, or which requires supporting proof, the motion shall be served on and tried contradictorily with the adverse party.

C. The rule to show cause is a contradictory motion.

D. An unopposed motion is one to which all affected parties have consented prior to the filing of the motion. The mover shall certify in the motion that the mover has obtained the consent of all affected parties both to the motion and to the accompanying order that is presented to the court. Failure to certify that all affected parties have consented requires the motion to be set for contradictory hearing.

Comments – 2023

Paragraph D was adapted from Louisiana District Court Rule 9.8(f) to codify the procedure used for unopposed motions. An unopposed motion should be served on all parties under Article 1313(C) by emailing the motion and proposed order to the email address designated by counsel or the party to ensure that all parties have notice of the proposed unopposed motion and order. Similar to an ex parte motion, an unopposed motion may be granted by the court without hearing from the consenting party.

Next, Judge Holdridge directed the Council's attention to Article 1155, on page 9 of the materials, relative to supplemental pleadings. The Reporter indicated that this issue was previously presented to the Council and that the relevant issue is the concept of "reasonable notice." He provided examples of practitioners sometimes filing a motion for leave to file a supplemental pleading, which is granted and then contested by the adverse party due to the subjective nature of what constitutes "reasonable notice." Judge Holdridge described the appropriate procedures and distinctions between a supplemental pleading and an amending pleading, asserting that the revision reinforces meaningful opportunity to be heard when all parties do not consent to the supplemental pleading. One Council member subsequently expressed that practitioners are sometimes unable to distinguish between amending and supplemental pleadings and even file supplemental pleadings under the guise of amending pleadings, calling the pleading an "amending and supplemental pleading." Another Council member then questioned the proper procedure for filing a pleading that both amends and supplements, and Judge Holdridge indicated that this issue is addressed in Comment (b) to the Article. A motion was then made and seconded to adopt Article 1155 and its Comments as presented, and the motion passed with no objection. The adopted proposal reads as follows:

Article 1155. Supplemental pleadings

The court, ~~on motion of a party, upon reasonable notice and upon such terms as are just~~ upon written consent of the parties, may permit the mover to file a supplemental petition or answer setting forth items of damage, causes of action, or defenses ~~which~~ that have become exigible since the date of filing the original petition or answer, and ~~which~~ that are

related to or connected with the causes of action or defenses asserted therein. If the parties do not consent, the court may grant leave to file a supplemental petition or answer only upon contradictory motion.

Comments – 2023

(a) This Article has been amended to provide that a party who wishes to file a supplemental pleading must either have the consent of all parties or file a contradictory motion, which represents a change in procedural law. Previously, a party was permitted to file a supplemental pleading after obtaining leave of court and providing "reasonable notice," the meaning of which can create uncertainty. The filing of a contradictory motion will guarantee that other parties are afforded an opportunity to object to the filing of a supplemental pleading and will therefore alleviate concerns with respect to what constitutes "reasonable notice."

(b) With this change to Article 1155, the practice of filing an "Amending and Supplemental Petition" should be avoided unless the petition contains causes of action that have become exigible since the filing of the original petition. Whereas the filing of an amending petition under Article 1152 requires only leave of court, the filing of a supplemental petition under this Article will require a contradictory hearing if all parties do not consent.

Judge Holdridge then introduced the revisions to Article 3603, on page 11 of the materials, relative to temporary restraining orders, and particularly the entailed notification efforts. He explained that the inclusion of the word "official" in the revision clarifies that the requirements of Subparagraphs (A)(1) and (2) shall be satisfied prior to the issuance of the temporary restraining order. The Reporter further elaborated that "official" contemplates that the moving party shall give notice but that no official notice from the court or the clerk of court is given. Members of the Council then expressed concern that "official" is not defined in the Code of Civil Procedure, and therefore its insertion may cause confusion. One Council member suggested that, rather than "official" notice, the Article be amended to reflect "notice from the court." Additionally, the Council suggested removing the language concerning notice of intent from Paragraph A and discussed whether the court or the clerk of court is responsible for noticing the adverse party. After agreement to make these changes as discussed, a motion was made and seconded to adopt Article 3603 and its Comments as amended. The motion passed with no objection, and the adopted proposal reads as follows:

Article 3603. Temporary restraining order; affidavit or affirmation of irreparable injury and notification efforts

A. A temporary restraining order shall be granted without notice from the court when all of the following occur:

(1) It clearly appears from specific facts shown by a verified petition, by supporting affidavit, or by affirmation as provided in Article 3603.1(C)(3) that immediate and irreparable injury, loss, or damage will result to the applicant before the adverse party or his attorney can be heard in opposition.

(2) The applicant's attorney certifies to the court in writing the efforts ~~which~~ that have been made to give ~~the~~ notice or the reasons supporting ~~his~~ the applicant's claim that notice should not be required.

B. The verification or the affidavit may be made by the plaintiff, or by his counsel, or by his agent.

C. No court shall issue a temporary restraining order in cases where the issuance shall stay or enjoin the enforcement of a child support order

when the Department of Children and Family Services is providing services, except for good cause shown by written reasons made a part of the record.

Comments – 2023

This Article was amended to clarify that a temporary restraining order may be granted without notice from the court only if the applicant or his attorney has certified in writing that notice has been given to the adverse party or his attorney, that efforts were made to give notice, or that reason exists as to why notice should not be required. See Comments—1985.

Finally, the Council considered revisions to Article 5183, on page 13 of the materials. Judge Holdridge asserted that Subparagraph (A)(3) is no longer used by clerk of courts' offices and is contrary to District Court Rule 8.2, and as a result, the Committee recommends its deletion. A motion was made and seconded to adopt the proposed deletion and the Comment to Article 5183 as presented, and the motion passed with no objection. The adopted proposal reads as follows:

Article 5183. Affidavits of poverty; documentation; order

A. A person who wishes to exercise the privilege granted in this Chapter shall apply to the court for permission to do so in his first pleading, or in an ex parte written motion if requested later, to which the applicant shall annex the following:

(1) The applicant's affidavit that the applicant is unable to pay the costs of court in advance, or as they accrue, or to furnish security therefor, because of the applicant's poverty and lack of means, accompanied by any supporting documentation.

(2) The affidavit of a third person other than the applicant's attorney that he knows the applicant, knows the applicant's financial condition, and believes that the applicant is unable to pay the costs of court in advance, or as they accrue, or to furnish security therefor.

~~(3) A recommendation from the clerk of court's office as to whether or not it feels the litigant is in fact indigent, and thus unable to pay the cost of court in advance, or as they accrue, or to furnish security therefor, if required by local rule of the court.~~

B. (1) Upon the filing of the completed application and supporting affidavits, the court shall render an order that does one of the following:

(a) Grants the application and allows the applicant to litigate or to continue the litigation without paying the costs in advance.

(b) Denies the application with written reasons for such denial.

(c) Sets the matter for a contradictory hearing.

(2) The submission by the applicant of supporting documentation that the applicant is receiving public assistance benefits or that the applicant's income is less than or equal to one hundred twenty-five percent of the federal poverty level shall create a rebuttable presumption that the applicant is entitled to the privilege granted in this Chapter. If the court finds that the presumption has been rebutted, it shall provide written reasons for its finding.

(3) The court may reconsider its original order granting the application on its own motion at any time in a contradictory hearing.

Comments – 2023

Subparagraph (A)(3) has been deleted from this Article to comport with Louisiana District Court Rule 8.2, which provides that: "No recommendation from the clerk of court's office as to whether a litigant is in fact indigent need be attached to an affidavit of poverty submitted by a party wishing to proceed in forma pauperis."

At this time, Judge Holdridge concluded his presentation, and the September 2022 Council meeting was adjourned.

Josef Ventulan

Mallory C. Waller