

18TH JUDICIAL DISTRICT COURT FOR

PARISH OF WEST BATON ROUGE

STATE OF LOUISIANA

NUMBER: C-1051008

DIVISION: "C"

IN RE: PUBLIC RECORDS REQUEST OF JOHN SUMMERS

FILED: _____

DEPUTY CLERK

JUDGMENT

This matter came before the Court on the 29th day of April, 2026, concerning the Verified Petition for Declaratory Judgment and for Issuance of Protective Order filed by Petitioner, West Baton Rouge Parish Government against Defendant, John Summers.

When after having considered the petition filed, memoranda, the law, evidence, and argument of Counsel:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment be and the same is hereby rendered in favor of the Petitioner, West Baton Rouge Parish Government and against Respondent, John Summers as set forth more fully below.

In reaching its decision herein, the Court makes the following findings of facts and law:

1. The Court specifically finds and hereby declares that the West Baton Rouge Parish Government's fee schedule, as adopted and utilized by the Fire District in responding to public records requests, is reasonable and does not violate the State of Louisiana Public Records Law, and
2. The Court specifically finds and hereby declares that in its various interactions with Defendant John Summers, the West Baton Rouge Parish Government did, at all times, act reasonably and in good faith in attempting to address the public records requests of Defendant John Summers, and
3. The Court specifically finds and hereby declares that John Summers' failure to pay the outstanding fees due for the March 2026 Public Records Request was unreasonable and not in good faith.

Accordingly, it is hereby **ORDERED, ADJUDGED AND DECREED** that Defendant, John Summers be and he is hereby prevented from seeking additional public records until such time as Defendant, John Summers has paid in full the outstanding balance due and owed Petitioner, West Baton Rouge Parish Government for previous public records requests, and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that should Defendant, John Summers desire to review any records under the control and authority of Petitioner, West Baton Rouge Parish Government, then the said Defendant, John Summers shall upon the request

of Petitioner, West Baton Rouge Parish Government, provide an advance deposit to compensate Petitioner for any anticipated costs, including, but not limited to:

1. Compensation to any employees who may be required in order to gather and prepare the requested documents in response to Petitioners' request, and
2. The cost of photocopying of any and all records provided to Defendant, or alternatively, reimbursement of all reasonable costs, including any overtime time to Petitioners' personnel to transfer all "public information" onto a thumb drive or other digital format or electronic format, and
3. Reimbursement of all expenses incurred by Petitioners to segregate, review and/or redact documents to remove from the "public portion" of the documents(s), that non-public portion," which is protected, privileged or other exempt from disclosure.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant, John Summers reimburse West Baton Rouge Parish Government for all reasonable fees and expenses, including reasonable attorney's fees in the prosecution of this action and all costs of these proceedings, and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner, West Baton Rouge Parish Government shall submit to Defendant John Summers a statement of costs and attorney's fees as has been granted herein by this Court. Defendant shall have fifteen days (15) following receipt of such statement from Petitioner to agree or disagree with the submission by Petitioner. Following the expiration of the time granted by the Court for review by Defendant, should a dispute exist between the parties as to the accuracy or reasonableness of costs and/or attorney's fees, either party hereto has the right to request a review by and ruling of this Court to resolve said dispute. A request to this Court for attorney's fees must include but not be limited to, a statement of billable hours including hourly rates and associated tasks performed. In the event that an agreement is reached, Petitioner shall file with the Court a Consent Judgment regarding the same.

JUDGMENT READ, RENDERED AND SIGNED this 13th day of May, 2026 in Port Allen, Louisiana.



HONORABLE MELVIN C. ZENO, JUDGE
PRO TEMPORE