

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA

NO. 2016-6068

DIVISION "J"

DALE VELEZ AND THE VELEZ CORPORATION D/B/A CRDN OF LOUISIANA,
YOUNG'S DRYCLEANING AND YOUNG'S EXPRESS

VERSUS

NADER ANTHONY ODEH

FILED: _____
DEPUTY CLERK

CONSENT JUDGMENT

This matter came before a hearing on July 14, 2016, on the Exception of No Cause of Action and Exception of No Right of Action filed by Defendant, Nader Anthony Odeh ("Odeh"), and a Writ of Preliminary Injunction filed by Petitioners, Dale Velez ("Velez") and The Velez Corporation D/B/A CRDN of Louisiana, Young's Drycleaning and Young's Express ("The Velez Corporation") in the above captioned matter.

PRESENT: Janna Campbell Underhill, Esq. and Christine E. Bergeron, Esq., Counsel for Petitioners, Dale Velez and The Velez Corporation D/B/A CRDN of Louisiana, Young's Drycleaning and Young's Express; and,
Galen M. Hair, Esq., Joseph F. LaHatte, III, Esq. and John E. Bicknell, Jr., Esq., Counsel for Defendant, Nader Anthony Odeh

Petitioners, Dale Velez and The Velez Corporation D/B/A CRDN of Louisiana, Young's Drycleaning and Young's Express, and Defendant, Nader Anthony Odeh, each being represented by their respective counsel of record, have reached an agreement regarding the disposition of this matter and submit the following Consent Judgment reflecting this agreement.

WHEREAS, the parties have agreed to resolve this matter without the need for litigation;

WHEREAS, the parties have voluntarily entered into this Consent Judgment;

WHEREAS, this Consent Judgment does not contain any findings of fact or law by the Court and there is no admission by any party of fact or law;

IT IS HEREBY ORDERED that Odeh's Exception of No Cause of Action is WITHDRAWN.

IT IS FURTHER ORDERED that Odeh's Exception of No Right of Action is WITHDRAWN.

IT IS FURTHER ORDERED that the parties have consented to the following terms:

1. restraining, enjoining, and prohibiting Nader Anthony Odeh from coming within 50 feet of Dale Velez;
2. restraining, enjoining, and prohibiting Nader Anthony Odeh from coming within 50 feet of any and all employees of The Velez Corporation;
3. restraining, enjoining, and prohibiting Dale Velez from coming within 50 feet of Nader Anthony Odeh;
4. restraining, enjoining, and prohibiting employees of The Velez Corporation from coming within 50 feet of Nader Anthony Odeh;
5. Nader Anthony Odeh must remain in his vehicle at least 50 feet away from Dale Velez at any work site, including but not limited to the insured's/client's residence where and when Dale Velez is present;
6. Nader Anthony Odeh must remain in his vehicle at least 50 feet away from any and all employees of The Velez Corporation at any work site, including but not limited to the insured's/client's residence where and when employees of The Velez Corporation are present;
7. restraining, enjoining, and prohibiting Nader Anthony Odeh from coming within 50 feet of The Velez Corporation's staffed places of business/facility, including but not limited to the facility located at 5357 Franklin Avenue, New Orleans, Louisiana 70122;
8. restraining, enjoining, and prohibiting Dale Velez from coming within 50 feet of Nader Anthony Odeh's staffed places of business/facility;
9. restraining, enjoining, and prohibiting employees of The Velez Corporation from coming within 50 feet of Nader Anthony Odeh's staffed places of business/facility;
10. restraining, enjoining, and prohibiting Nader Anthony Odeh from any and all verbal contact with Dale Velez including, but not limited to telephone communication;
11. restraining, enjoining, and prohibiting Nader Anthony Odeh from any and all verbal contact with any and all employees of The Velez Corporation including, but not limited to telephone communication;
12. restraining, enjoining, and prohibiting Dale Velez from any and all verbal contact with Nader Anthony Odeh including, but not limited to telephone communication;
13. restraining, enjoining, and prohibiting The Velez Corporation from any and all verbal contact with Nader Anthony Odeh including, but not limited to telephone communication;
14. Nader Anthony Odeh is allowed to transmit written correspondence solely regarding work related matters *via* mail, email or facsimile to Dale Velez;
15. Nader Anthony Odeh is allowed to transmit written correspondence solely regarding work related matters *via* mail, email or facsimile to The Velez Corporation;
16. Dale Velez is allowed to transmit written correspondence solely regarding work *via* mail, email or facsimile to Nader Anthony Odeh;
17. The Velez Corporation is allowed to transmit written correspondence solely regarding work *via* mail, email or facsimile to Nader Anthony Odeh;
18. Dale Velez and The Velez Corporation agree to bring the insured's/client's contents to a reasonable, neutral location including, but not limited to any and all insured's/client's home; and,


No. DTC

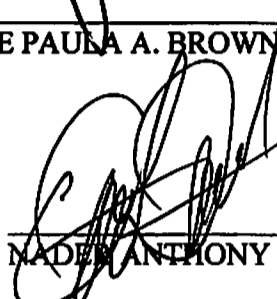
19. Nader Anthony Odeh, The Velez Corporation. and Dale Velez agree that inspections of insured's/client's contents shall occur at a reasonable, neutral location including, but not limited to any and all insured's/client's residence. The Velez Corporation will pay for the reasonable costs to transport the items for inspection.


Order rendered in open court on July 14, 2016 and read and signed on this 29th day of September, 2016 in New Orleans, Louisiana

HONORABLE PAULA A. BROWN
JUDGE

Agreed to:


DALE VELEZ, INDIVIDUALLY, AND
ON BEHALF OF, THE VELEZ
CORPORATION D/B/A CRDN OF
LOUISIANA, YOUNG'S DRYCLEANING
AND YOUNG'S EXPRESS

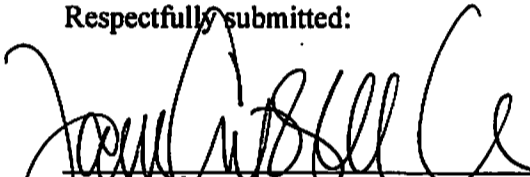

NADER ANTHONY ODEH


A TRUE COPY

DEPUTY CLERK, CIVIL DISTRICT COURT
PARISH OF ORLEANS

COST PAID

Deputy Clerk

Respectfully submitted:


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Please Provide a Certified, Signed Copy of Consent Judgment to:

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