

DEPARTMENT OF AGRICULTURE AND FORESTRY

**ANNUAL LITIGATION DISCLOSURE REPORT
CALENDAR YEAR 2014**

March 25, 2015

Plaintiffs: Louisiana Department of Agriculture and Forestry
Defendant(s): Donald Hodge, Jr. and The Estate of Donald Hodge, Sr.
Jurisdiction: 19TH JDC
Docket No. 631525
Cause of Action: Breach of Agreement and to Hold Harmless
Relief Sought: Temporary Restraining Order, Injunction & Declaratory Judgment

19TH JUDICIAL DISTRICT COURT FOR THE

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO.: 631525

DIV.: Sec 27

LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY

VS.

DONALD HODGE, JR. AND THE ESTATE OF DONALD HODGE, SR.

FILED: _____

DPY. CLERK: _____

EAST BATON ROUGE PARISH, LA
2014 JUN 24 PM 1:23
DEPUTY CLERK COURT

PETITION FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, PERMANENT INJUNCTION & DECLARATORY JUDGMENT

NOW INTO COURT, through undersigned counsel, comes the petitioner, LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY, which is a political subdivision of the State of Louisiana and is domiciled in the Parish of East Baton Rouge, and which pursuant to La. C.C.P. Art. 3601 et seq, respectfully prays for injunctive relief including a preliminary injunction and the issuance of a temporary restraining order alleging:

1.

Made Defendants in this matter are:

- a. DONALD HODGE, JR. ("Hodge Jr."), a competent major and resident of the Parish of East Baton Rouge, who can be served with process personally at 224 Ocean Drive, Baton Rouge, Louisiana 70802; and
- b. THE ESTATE OF DONALD HODGE, SR. (the "Estate"), a Succession now open in the 14th Judicial District Court for the Parish of Calcasieu, which can be served with process through its counsel of record, Donald Hodge, Jr at 224 Ocean Drive, Baton Rouge, Louisiana 70802.

2.

On March 20, 2013, Defendants filed suit against Petitioner in the matter of *Donald Carl Hodge, Jr. individually and as Executor of the Estate of Donald Carl Hodge, Sr., and Rachel Hodge versus Mike Strain in his capacity as the Commissioner for the Louisiana Department of Agriculture and Forestry*, 14th Judicial District Court in and for the Parish of Calcasieu, Docket No. 2013-001366 Div. "E".

3.

On August 14, 2013, the Honorable Judge David Ritchie sustained the Defendant's Exception of Improper Venue and ordered the case transferred to the 19th Judicial District Court. A copy of that Judgment is attached hereto and marked "Exhibit P-1".

4.

On November 4, 2013, Hodge, individually and on behalf of the estate of Hodge, Sr., entered into and executed an Agreement to Release and Hold Harmless with the Department. The parties executed this Agreement in the Parish of East Baton Rouge. That Agreement is attached hereto and marked as "Exhibit P-2".

5.

Section 4 of the Agreement provides:

"RELEASE OF LIABILITY

Donald Hodge, Jr., individually and as Executor for the Succession of Donald Hodge, Sr., and Rachel Hodge, further declare that, for and in consideration of the Department's assistance to be provided as described herein, they DO HEREBY EXPRESLY RELEASE, ACQUIT, AND FOREVER DISCHARGE the State of Louisiana, the Commissioner of Agriculture, the Department of Agriculture and Forestry, as well as its employees, administrators, agents, officers, assigns, representatives, assisting state agencies, sub-contractors, and any and all other parties, whomsoever, from any and all past, present, and/or future claims, demands, damages, compensation, medical expenses, wages, rights, punitive damages, causes of action and rights of action, whatsoever, which Donald Hodge, Jr., individually and as executor for the Succession of Donald Hodge, Sr., and Rachel Hodge, have and/or might have and/or to which they are or may be entitled and/or to which may hereafter accrue to them, known or unknown, foreseen and unforeseen, under the laws of the State of Louisiana and any and all other such laws whatsoever, in anyway relating to or arising out of this Agreement. This release shall be enforceable to the fullest extent permitted by the law of the State of Louisiana."

Section 4 expressly provides that the Defendants released all claims and rights of action which in any way related to or arose out of the Agreement.

6.

However, in violation of the Agreement, the Defendants have commenced to litigate this matter, specifically in the suit filed in the 14th Judicial District Court (Calcasieu Parish), *Donald Hodge, Jr., as the Administrator of the Estate of Donald Hodge, Sr. versus Jared Oertling, Ken Begnaud and Stacy Fontenot*, Docket No.: 2013-4620, Div. "H". That suit is based upon the very

same subject matter which formed the basis of the Agreement, as may be seen by a copy of the Petition attached hereto and marked as "Exhibit P-3".

7.

Petitioner can and will suffer irreparable injury if the Defendants continue to violate the Agreement (or directs someone else to take such actions on their behalf) before a judicial disposition of the matter can be obtained. For that reason, Petitioner seeks a preliminary injunction, and the issuance of temporary restraining order ("TRO"). Specifically, if injunctive relief is not had, the Defendants will continue to violate the Agreement by publicizing information regarding surrounding the quarantine and deer potentially exposed to Chronic Wasting Disease. For instance, the Defendant directly violated the Agreement by requesting the issuance of Subpoenas duces tecum directed to the Louisiana Department of Agriculture and Forestry, the Louisiana Department of Wildlife and Fisheries, and to federal agencies. The Subpoena duces tecum is attached hereto and marked as "Exhibit P-4". These Subpoenas seek information and documents which are confidential and subject to attorney-client privilege and which constitute work produced in preparation for litigation. Further irreparable damage would result from the Department moving to intervene in that litigation and quash the subpoenas, because the Department would thereby waive objections to jurisdiction and venue. The Court in Calcasieu Parish has already ruled that venue is improper in Calcasieu Parish, and therefore the Department should not be required to waive its ability to have the 19th Judicial District Court hear matters of state-level administrative policy decisions.

8.

Further irreparable damage will result from Defendants interference with the Department's ability to respond effectively to threats of infectious disease to domestic animals in Louisiana. A portion of the Department's ability to ensure cooperation with infectious disease protocols hinges on the public perception of the efficacy of those protocols. The actions of the defendants unduly interfere with the Department's discretion and methods to implement and enforce infectious disease protocols. The Department, as the primary regulatory body governing the captive white-tailed deer industry in Louisiana, seeks to prevent the Defendants from

continuing to violate the Agreement, litigating settled matters, and making baseless allegations against the Department and those persons subject to its regulation. If the Defendants are not enjoined from such behavior, they will irreversibly and severely harm the industry, its reputation, and market values. The Defendants have further violated the Agreement by initiating litigation regarding the same subject matter as the released subject matter wherein the Department is arguably an indispensable or necessary party. The Defendants actions are calculated to result in multiple inconsistent obligations and outcomes. These items of damage cannot be accurately be quantified and are not compensable by monetary damages. Other than the injunctive relief requested herein, no adequate remedy at law exists to prevent the defendants from continued violation of the Agreement to Release and Hold Harmless before this matter can be heard.

9.

Petitioner has delivered notice to the Defendants by emailing these pleadings to counsel of record for both Defendants on the 24th day of June, 2014. However, no notice to the Defendants should be required in this matter. The Defendants continue to willfully and egregiously violate the Agreement. No pleadings or citation other than a Temporary Restraining Order issued by this Court will deter the Defendants from further violations of the Agreement before this matter can be heard. Further, the actions of the Defendants in breach of the Agreement were made in bad faith, specifically by the Defendants' concealment of the material fact that they had reinstated litigation of the same subject matter prior to the settlement agreement with the Department.

10.

Petitioner is further expressly entitled to injunctive relief according to the terms of the Agreement. Defendants obligated themselves to keep confidential the "circumstances or allegations giving rise to the claims released herein". Section 6(c) provides:

"(c) Any breach of this provision of this provision of this Agreement would cause irreparable injury for which monetary damages would be inadequate. Consequently, any party to this Agreement may obtain an injunction to prevent disclosure of any terms of this Agreement and/or the allegations giving rise to the Lawsuit in violation of this Agreement. Any party breaching this Agreement shall be liable for and shall indemnify the non-breaching party for all costs, expenses, liabilities, fees, including attorney's fees, which may be incurred as a result of such breach."

11.

Petitioner is further entitled to attorney fees incurred in this matter. The Agreement Section 7(b) provides: "Any party who materially breaches the terms of this Agreement shall be liable to the other parties for expenses those parties incurred as a result of such breach, including attorney fees, court costs and other such expenses."

12.

The Department is also entitled to require the Defendant to dismiss the litigation in Calcasieu Parish. The Agreement Section 13(b) provides: "The parties further agree that the Department may file any and all necessary pleadings to dismiss with prejudice any subsequent litigation asserted by the parties which arises from or relates to the subject matter of this Agreement." Defendants thereby waived and may not now assert objections to the Department's present Petition for Injunctive Relief and related pleadings herein.

13.

Further, La. R.S. 13:4581 provides that the Department, as a political subdivision of the State of Louisiana, shall not be required to furnish security in any judicial proceeding instituted by it when such proceedings arise from within the scope and course of its duties and judgment.

WHEREFORE, PLAINTIFF PRAYS for an immediate temporary restraining order enjoining Defendants from taking any further actions in violation of the Agreement to Release and Hold Harmless.

Plaintiff further prays that a Rule Nisi issue here directed to the Defendants ordering them to show cause not less than two (2) nor more than ten (10) days after service of this petition on Defendants, at the date, time and location set by this court, why a preliminary writ of injunction should not be issued herein, without bond, directed to the Defendants, THE ESTATE OF DONALD HODGE, SR., and DONALD HODGE, JR., including any employees, agents, contractors and those persons in active concert or participation with them, restraining, enjoining, and prohibiting Defendants from engaging in any activity in violation of the Agreement to Release and Hold Harmless.

Plaintiff further prays that, after hearing on the temporary restraining Order, the Court set this matter for hearing on the Permanent Injunction.

Plaintiff further prays that, in due course, the Court issue an Order granting a final permanent injunction in the form and substance of the preliminary injunction.

Plaintiff further prays that at the hearing for Permanent Injunction the Court issue an Order declaring all actions taken by Defendants in violation of the Agreement to Release and Hold Harmless to be void.

Plaintiff further prays that, after due course, and pursuant to the Agreement to Release and Hold Harmless, the Court issue an Order requiring Defendants to indemnify the Louisiana Department of Agriculture and Forestry against and for all expenses, costs, and attorney fees incurred as a result of violations of the Agreement to Release and Hold Harmless committed by the Defendants.

Plaintiff further prays that, after due course and pursuant to the Agreement to Release and Hold Harmless, including Sections 7(a) and (b), the Court issue an Order requiring the Defendants, jointly and in solido, to reimburse the Louisiana Department of Agriculture and Forestry for the sums expended by the Department in compliance with the Agreement to Release and Hold Harmless, and for attorney's fees.

Plaintiff further prays for Declaratory Judgment finding the Defendants in material breach of the Agreement to Release and to Hold Harmless, and for further Declaratory Judgment finding that the Defendants waived objections to and concurred in the Louisiana Department of Agriculture and Forestry filing necessary pleadings to dismiss with prejudice claims arising from or relating to the subject matter of the Agreement to Release and Hold Harmless.

Plaintiff further prays that, in due course, the Court issue an Order allowing the Plaintiff to present a portion of its case at a hearing through affidavits submitted to the Court.

Plaintiff further prays that this Court grant any further relief that this Court finds that justice may require or is otherwise equitable.

RESPECTFULLY SUBMITTED BY:


Holden Hoggatt (#32158)
Hoggatt Law Group, APLC
120 Caillouet Place
Lafayette, Louisiana 70501
337-514-4551
337-514-4501 (fax)
Holden@hoggattlaw.org

PLEASE SERVE:

(1) , **THE ESTATE OF DONALD HODGE, SR.**
Through its counsel of record, Donald Hodge, Jr.
224 Ocean Drive, #202
Baton Rouge, Louisiana 70806

(2) **DONALD HODGE, JR.**
224 Ocean Drive, #202
Baton Rouge, Louisiana 70806

19TH JUDICIAL DISTRICT COURT FOR THE
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

NO.: _____

DIV.: _____

LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY

VS.

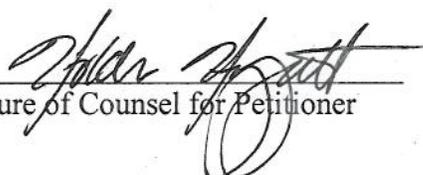
DONALD HODGE, JR. AND THE ESTATE OF DONALD HODGE, SR.

FILED: _____

DPY. CLERK: _____

VERIFICATION/CERTIFICATION

Holden Hoggatt, as counsel for Petitioner herein, does hereby certify to the Court on this 24 day of June, 2014 that he has read the foregoing Petition for Temporary Restraining Order, Preliminary Injunction, Permanent Injunction, Declaratory Judgment, and associated papers, and all of the pleadings and allegations of fact contained therein are true and correct to the best of his knowledge, information and belief.



Signature of Counsel for Petitioner

19TH JUDICIAL DISTRICT COURT FOR THE
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

NO.: _____

DIV.: _____

LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY

VS.

DONALD HODGE, JR. AND THE ESTATE OF DONALD HODGE, SR.

FILED: _____

DPY. CLERK: _____

ORDER

The foregoing petition considered and the court being satisfied that the petitioner, the Louisiana Department of Agriculture and Forestry, will suffer immediate, irreparable injury before notice can be served and a hearing had on petitioner's application for a preliminary injunction;

It is Ordered that a temporary restraining order issue, restraining Donald Hodge, Jr. and the Estate of Donald Hodge, Sr. from further violations of the Agreement to Release and Hold Harmless appended to the Petition herein.

It is Further Ordered that the above order shall expire on _____, 2014, at _____:____ A.M. / P.M., unless further extended by order of the court;

It is Further Ordered that the Defendants DONALD HODGE, JR. and the legal representative of the ESTATE OF DONALD HODGE, SR., appear and show cause on the ____ day of _____, 2014 at _____:____ A.M. / P.M. why there should not be judgment in favor of petitioner, LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY, and against Defendants DONALD HODGE, JR. and the ESTATE OF DONALD HODGE, SR. as follows:

A. Ordering the issuance of preliminary writs of injunction in the form and substance of the temporary restraining order.

B. Ordering the issuance of permanent writs of injunction in the form and substance of the preliminary writs of injunction.

C. Ordering that defendant's actions by filing suit against third parties and litigating the same, when such suit related to or arose from the same subject matter of the Agreement to Release and Hold Harmless constitutes a material breach of the Agreement to Release and Hold Harmless.

D. Ordering that defendant's actions by causing to issue certain Subpoenas duces tecum to the petitioner and to the Louisiana Department of Wildlife and Fisheries constitute material breaches of the Agreement to Release and Hold Harmless.

E. Ordering defendants to pay attorney fees and expenses incurred by petitioner in this matter.

F. Ordering defendants to reimburse the petitioner for sums expended by the Department of Agriculture and Forestry pursuant to the aforementioned Agreement to Release and Hold Harmless.

G. Declaratory Judgment finding the Defendants materially breached its obligations to the Petitioner under the Agreement to Release and Hold Harmless and that Petitioner is thereby entitled to require the dismissal with prejudice of litigation which relates to or arises from the subject matter of the Agreement to Release and Hold Harmless.

Done at _____, Louisiana this ____ day of _____,

2014 at ____:____ A.M./P.M.

DISTRICT JUDGE

19TH JUDICIAL DISTRICT COURT FOR THE
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

NO.: _____

DIV.: _____

LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY

VS.

DONALD HODGE, JR. AND THE ESTATE OF DONALD HODGE, SR.

FILED: _____

DPY. CLERK: _____

TEMPORARY RESTRAINING ORDER AND RULE TO SHOW CAUSE

THE STATE OF LOUISIANA TO:

DONALD CARL HODGE, JR.
224 Ocean Drive, #202
Baton Rouge, Louisiana 70806

THE ESTATE OF DONALD HODGE, SR.
Through its counsel of record, Donald Carl Hodge, Jr.
224 Ocean Drive, #202
Baton Rouge, Louisiana 70806

YOU ARE HEREBY ORDERED, RESTRAINED, ENJOINED AND PROHIBITED in the name of the State of Louisiana from taking any further actions in violation of the Agreement to Release and Hold Harmless executed by and between Donald Carl Hodge, Jr. and the Estate of Donald Hodge, Sr. and the Louisiana Department of Agriculture and Forestry.

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and of this Honorable Court, to show cause before this Court on the ___ day of _____, 2014, at _____ o'clock A.M. / P.M. why there should not be judgment in favor of petitioner, LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY, and against you as follows:

- A. Ordering the issuance of preliminary writs of injunction in the form and substance of the above temporary restraining order.
- B. Ordering the issuance of permanent writs of injunction in the form and substance of the preliminary writs of injunction.

- C. Ordering that defendant's actions by filing suit against third parties constitutes a material breach of the Agreement to Release and Hold Harmless.
- D. Ordering that defendant's actions by causing to issue certain Subpoenas duces tecum to the petitioner and to the Louisiana Department of Wildlife and Fisheries constitute material breaches of the Agreement to Release and Hold Harmless.
- E. Ordering defendants to pay the attorney fees and expenses incurred by petitioner in this matter.
- F. Ordering defendants to reimburse the petitioner for sums expended pursuant to the aforementioned Agreement to Release and Hold Harmless.
- G. Declaratory Judgment finding the Defendants materially breached its obligation to the Petitioner under the Agreement to Release and Hold Harmless and that Petitioner is thereby entitled to require the dismissal with prejudice of litigation relating to or arising from the same subject matter of the Agreement to Release and Hold Harmless.

All as prayed for in the petition this day filed, a certified copy of which is attached hereto and made a part hereof.

WITNESS the Honorable Judges of our Court on this the ____ day of June, 2014.

DOUG WELBORN, CLERK OF COURT

19TH JUDICIAL DISTRICT COURT
EAST BATON ROUGE PARISH COURTHOUSE
222 ST. LOUIS STREET, #170
BATON ROUGE, LOUISIANA 70802

BY: _____
DEPUTY CLERK

19TH JUDICIAL DISTRICT COURT FOR THE

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO.: _____

DIV.: _____

LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY

VS.

DONALD HODGE, JR. AND THE ESTATE OF DONALD HODGE, SR.

FILED: _____

DPY. CLERK: _____

ORDER

The foregoing petition considered and the court being satisfied that the petitioner, the Louisiana Department of Agriculture and Forestry, will suffer immediate, irreparable injury before notice can be served and a hearing had on petitioner's application for a preliminary injunction;

It is Ordered that a temporary restraining order issue, restraining Donald Hodge, Jr. and the Estate of Donald Hodge, Sr. from further violations of the Agreement to Release and Hold Harmless appended to the Petition herein.

It is Further Ordered that the above order shall expire on July 3, 2014, at 5:00 A.M. / P.M., unless further extended by order of the court;

It is Further Ordered that the Defendants DONALD HODGE, JR. and the legal representative of the ESTATE OF DONALD HODGE, SR., appear and show cause on the 14/12 day of July, 2014 at 9:30 A.M. / P.M. why there should not be judgment in favor of petitioner, LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY, and against Defendants DONALD HODGE, JR. and the ESTATE OF DONALD HODGE, SR. as follows:

- A. Ordering the issuance of preliminary writs of injunction in the form and substance of the temporary restraining order.
- B. Ordering the issuance of permanent writs of injunction in the form and substance of the preliminary writs of injunction.

B.N.

DONALD CARL HODGE, JR.
individually and as Executor of the
Estate of Donald Carl Hodge, Sr., and
RACHEL HODGE

14TH JUDICIAL DISTRICT COURT
PARISH OF CALCASIEU
STATE OF LOUISIANA

VERSUS

MIKE STRAIN in his capacity as the
Commissioner for the Louisiana
Department of Agriculture and Forestry

NUMBER 2013-001366 Division I

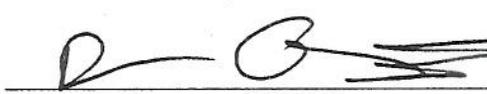
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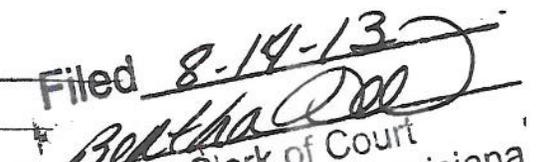
JUDGMENT

On July 29, 2013, a hearing was held on Defendant Mike Strain's Exceptions. Present in Court were Holden Hoggatt, Attorney for Mike Strain, and Donald Hodge, Attorney for the Petitioners. After considering the law and argument, it is ordered that Defendant's Exception of Improper Venue is sustained and the case is hereby transferred to the 19th Judicial District Court in and for the Parish of East Baton Rouge. All other Exceptions filed by the Defendant are reserved until time the Court for the 19th Judicial District Court can set them for hearing.

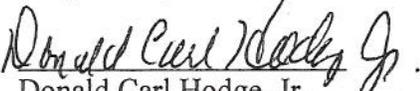
Read and signed this 14th day of August 2013.

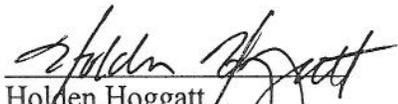


JUDGE
DAVID A. RITCHIE

Filed 8-14-13

Deputy Clerk of Court
Calcasieu Parish, Louisiana

Respectfully submitted,


Donald Carl Hodge, Jr.
Attorney for Plaintiffs
Bar Roll Number 29251
224 Ocean Drive #202
Baton Rouge, Louisiana 70806
(337) 794-8873
donalhdodge@gmail.com


Holden Hoggatt
Attorney for Defendant
Bar Roll Number 32158
120 Caillouet Place
Lafayette, LA 70501
337-514-4551
337-514-4501 (fax)
holden@hoggattlaw.org



VERSUS 2013-4620 "H"
JARED OERTLING, KEN BEGNAUD
AND STACY FONTENOT

STATE OF LOUISIANA

Low
20

PETITION FOR DAMAGES

P/1
CF

NOW INTO COURT, comes DONALD CARL HODGE, JR., a person of the full age of majority residing in East Baton Rouge Parish as Administrator of the Estate of Donald Carl Hodge, Sr., who respectfully represents:

2013 OCT 15 AM 9:47
CLERK OF COURT
CALCASIEU PARISH

1.

Made defendants herein are: 1). Jared Oertling, a person of the full age of majority residing in St. Tammany Parish; 2). Ken Begnaud, a person of the full age of majority residing in Lafayette Parish; and 3). Stacy Fontenot, a person of the full age of majority residing in Calcasieu Parish.

2.

This court is the proper venue for this action as all actions and damages which occurred herein took place in Calcasieu Parish.

3.

On October 18, 2012, Donald Hodge, Sr. died as a result of a hunting accident in Allen Parish. On this same date, the Louisiana Department of Agriculture and Forestry issued a quarantine of the deer farm located at 5890 River Road, Lake Charles (hereinafter "Hodge Farm") because of suspicion that deer exposed to Chronic Wasting Disease (hereinafter "CWD"), had been shipped to the Hodge Farm from Pennsylvania.

4.

On October 19, 2012, Plaintiff received a phone call from Defendant Ken Begnaud, who was in partnership with Hodge, Sr. as it related to the Hodge Farm. Begnaud and Hodge, Sr. owned and operated Trophy Whitetail Genetics of Louisiana and Swamp Monster Whitetails. Begnaud stated to Plaintiff he needed to access the Hodge Deer Farm to feed the deer and check on their well-being. Plaintiff told Begnaud he could access the Hodge Farm to feed and check on the deer and that Defendant Stacy Fontenot could grant him entrance into the farm.

CLERK OF COURT
CALCASIEU PARISH
Filing Date: 10/15/2013 12:00 AM
Case Number: 2013-4620
Document Name: PETITION
Page Count: 4

FILED 10-15-13
Joan Viduic
Deputy Clerk of Court
Calcasieu Parish, Louisiana

PROCESSED
Date: 10-28-13

Date: OCT 15 2013
Check # 2496
From: Donald Hodge
Amt: \$450.00
Recd by: CF

5.

On October 19, 2012, the Defendants Begnaud, Fontenot and Oertling did enter the Hodge Farm, not only to feed them, but to perform other actions which were not agreed to. During the visit, the Defendants moved Bucks from their segregated pins to be in pins with the Does so as to ensure they would be able to breed during the quarantine. Upon information and belief, Defendants also removed deer from the Hodge Farm without permission and against the established quarantine issued by the State Department of Agriculture and Forestry.

6.

On October 20, 2012, Plaintiff spoke with staff from the Department of Agriculture at the Hodge Farm as they attempted to locate six Does which had been transported from Pennsylvania from a farm which had been exposed to CWD. On the shipping slip for the six Does, it listed Donald Hodge, Sr. as the recipient of the six Does. It was critical, therefore, that the six Does be found as it was the only way to lift the quarantine over the Hodge Farm which had a time period of five years.

7.

Thereafter, all three Defendants issued false statements and/or impeded the investigation by the Louisiana Department of Agriculture into the location of the six Does which had been exposed to CWD. As a result of the false statements and impeding the investigation by the Louisiana Department of Agriculture, the quarantine of the Hodge Farm remained in effect.

8.

Defendants Ken Begnaud and Jared Oertling, attempting to protect their own interests in the deer industry and avoid criminal penalties, blamed everything on the deceased Hodge, Sr.'s Farm as to the location of the six exposed Does. As Defendants Begnaud and Oertling entered into a conspiracy to protect their own interests and intentionally inflict harm on the Plaintiff, the Department of Agriculture used their statements to maintain the quarantine over the Hodge Farm.

Plaintiff became aware of a scheme between Defendants Begnaud and Oertling after accessing the emails of Hodge, Sr. wherein deer were being shipped illegally to Mississippi to be housed at an illegal deer farming operation maintained by Defendant Oertling. Plaintiff gave the Department of Agriculture access to the electronic mail account of Hodge, Sr., on or about December 1, 2012. Thereafter, Defendant Oertling changed his story completely about the six Does going to the Hodge Deer Farm. The six Does had been off loaded in the middle of the night during transport to Louisiana and brought to Mississippi. The deer never made it to the Hodge Farm as both Defendants Begnaud and Oertling maintained and therefore the farm never should have been quarantined by the Louisiana Department of Agriculture.

10.

Defendant Begnaud maintained to the Department of Agriculture the six Does had arrived at his deer farm in Carencro and then transported to the Hodge Deer Farm. He issued this statement to the Department of Agriculture as he did not want to admit he knew and actively participated in the scheme of illegally shipping deer to Mississippi. For Defendant Begnaud, he wanted to protect his bottom line, avoid criminal penalties and therefore blamed everything on the Hodge Farm, knowing this information to all be false.

11.

Defendant Begnaud also had deer Hodge, Sr. owned on his farm in Carencro, Louisiana. To this date, Plaintiff has not been compensated for the value of these deer and is owed an amount to be fixed by this Court for the value of the deer as well as the value of the business which Defendant Begnaud and Hodge, Sr. operated in partnership.

12.

The actions of Defendants, which were wanton, reckless and intentional, are the proximate cause of damages sustained by Plaintiff, which include, but are not limited to, loss of income, expenses of maintaining the Hodge Farm while under quarantine, costs associated with testing of the deer for identification purposes, loss of the value of the deer because of the need to rid them from the Hodge Farm as a result of not being able to maintain the farm for the five year mandated period of quarantine and the cost of additional deer being born because of the Bucks

and Hodge, Sr. operated as well as lost income from that business.

13.

The damages herein are in excess of \$50,000.00 and the Plaintiff is entitled to and requests a trial by jury.

WHEREFORE, plaintiff Donald Hodge, Jr., as Administrator of the Estate of Donald Hodge, Sr. prays that after all due proceedings, that this Court render judgment in his favor and against Defendants, together with damages, expenses, attorney fees, costs, interest and all other general or equitable relief to which Plaintiff may be entitled.

Respectfully Submitted,



DONALD CARL HODGE, JR.
Attorney for Plaintiff
Bar Roll Number 29251
224 Ocean Drive, #202
Baton Rouge, LA 70806
(337) 794-8873
donaldhodge@gmail.com

PLEASE SERVE:

Jared Oertling
18 Log Cabin Lane
Pearl River, La. 70452

Ken Begnaud
500 N. Wilderness Trail
Carencro, La. 70520

Stacy Fontenot
2623 Old DeRidder Hwy
Lake Charles, La. 70615

ATLANTA COPY
Baton Rouge, Louisiana
Bitterray N. Theriot
Baton Rouge, Louisiana

DONALD HODGE, JR., : 14TH JUDICIAL DISTRICT
: :
AS THE ADMINISTRATOR OF : PARISH OF CALCASIEU
THE ESTATE OF DONALD HODGE, SR. : STATE OF LOUISIANA
: :
VERSUS : 2013-4620 DIVISION H
: :
JARED OERTLING, KEN BEGNAUD : :
AND STACY FONTENOT : :

SUBPOENA DUCES TECUM FOR INSPECTION

TO: Mike Strain in his official Capacity as the Commissioner of the Department of
Agriculture and Forestry
5825 Florida Boulevard
Baton Rouge, LA 70816

GREETINGS:

YOU ARE HEREBY COMMANDED, in the name of the State of Louisiana and of
the 14th Judicial District Court, Louisiana to produce the documents requested by mailing
them via U.S. Certified Mail to the person listed below, in the above captioned case, on
or before June 24, 2014:

1. Any and all documents, videos, audio recordings, statements, electronic communications, hand-written notes, pictures, logs, and journals which led to the quarantine placed on the Hodge Deer Farm located at 5890 River Road, Lake Charles, Louisiana, 70615, on our about October 16, 2012.
2. Any and all documents, videos, audio recordings, statements, electronic communications, hand-written notes, pictures, logs, and journals which led to the quarantine placed on the Ken Begnaud Deer Farm in Carencro, Louisiana, on our about October 16, 2012.
3. Any and all documents, videos, audio recordings, statements, electronic communications, hand-written notes, pictures, logs, and journals in the possession of the Department which were used to justify the continued quarantine on the Hodge Deer Farm located at 5890 River Road, Lake Charles, Louisiana, 70615 until March, 2014.
4. Any and all documents, videos, audio recordings, statements, electronic communications, hand-written notes, pictures, logs, and journals in the possession of the Department which were used to justify the continued quarantine of the Ken Begnaud Deer Farm in Carencro, Louisiana until November 2013.
5. Any and all documents, videos, audio recordings, statements, electronic communications, hand-written notes, pictures, logs, and journals which were given by any individual, government entity, or corporate entity to the Department which provided information on or was in relation to the investigation of the Hodge Deer Farm located at 5890 River Road, Lake Charles, Louisiana, 70615, or the 6 missing Does from October 16, 2012 until the present date.

7. Any and all documents, videos, audio recordings, statements, electronic communications, hand-written notes, pictures, logs, and journals showing an inventory of deer, depopulation method of deer, and testing results of deer, at the Hodge Deer Farm located at 5890 River Road, Lake Charles, Louisiana, 70615 from October 16, 2012 until the present date.

8. Any and all documents, videos, audio recordings, statements, electronic communications, hand-written notes, pictures, logs, and journals which were given by the Department to any individual, government entity, or corporate entity which provided information on or was in relation to the investigation of the Hodge Deer Farm located at 5890 River Road, Lake Charles, Louisiana, 70615, or the 6 missing Does from October 16, 2012 until the present date.

9. Any and all documents, videos, audio recordings, statements, electronic communications, hand-written notes, pictures, logs, and journals which were given by the Department to any individual, government entity, or corporate entity which provided information on or was in relation to the investigation of the Ken Begnaud Deer Farm located in Carencro, Louisiana, from October 16, 2012 until the present date.

10. All electronic communication sent to or from the following persons from October 16, 2012 until the present date as it relates to the quarantine and investigation of the Hodge Deer Farm located at 5890 River Road, Lake Charles, Louisiana, 70615 and the Ken Begnaud Deer Farm located in Carencro, Louisiana: Brent Robbins brobbins@ldaf.state.la.us; John Walther jwalther@ldaf.state.la.us; Diane Stacy dstacy@ldaf.state.la.us; Tabitha Gray tgray@ldaf.state.la.us; Daniel Myrick dmyrick@ldaf.state.la.us; Mike Strain.

11. Any and all documents, videos, audio recordings, statements, electronic communications, hand-written notes, pictures, logs, and journals pertaining to the investigation into Jared Oertling from October 16, 2012 until the present date as it relates to an illegal deer operation, transporting of deer illegally, maintaining a deer farm/pen illegally.

12. Any Inspection Certificate or License to harvest and sell Oak Trees possessed by Donald Hodge, Sr., 5890 River Road, Lake Charles, Louisiana, 70615, or Stacy Fontenot, 2623 Old Deridder Highway, Lake Charles, Louisiana, 70615, from 1998 until the present date.

MAIL TO:

Donald C. Hodge, Jr.
224 Ocean Drive, #202
Baton Rouge, La 70806

This Subpoena was issued by the 14th Judicial District Court at Lake Charles, Louisiana, on this 3rd day of June, 2014.

DEPUTY CLERK OF COURT

Issued at the request of: