

**MOTION**

**NO. M-25-459**

**CITY HALL: August 21, 2025**

**BY: COUNCILMEMBERS GIARRUSSO, MORRELL, MORENO, HARRIS, KING,  
GREEN AND THOMAS**

**WHEREAS**, the City Council initiated a lawsuit (*Council for the City of New Orleans v. Edward Wisner Donation, et al*, Civ. Dist. Ct. No. 2022-6765) to nullify the purported 2020 extension of the expired Wisner Trust and affirm that the City of New Orleans is the sole owner of all the property held in the trust; and

**WHEREAS**, in the course of litigation disputes between the Council and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”) and Edwin Murray, Vice Chancellor for Governmental Security and Community Affairs and Louisiana State University Health New Orleans in his capacity as a member of the Wisner Trust Management Board (“Murray”) arose regarding ownership of lands described in the Wisner Trust and donated to the City, including related revenues, sales proceeds, and tax refunds or overpayments; and

**WHEREAS**, the City Council, LSU and Murray desire to settle their disputes without further litigation and have negotiated agreeable terms for a settlement agreement; **NOW THEREFORE**

**BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS**, That the President of the Council is hereby authorized to execute the Settlement Agreement, by and between the City Council, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, and Edwin Murray, in his capacity as a member of the Wisner Trust Management Board and as a defendant in the lawsuit styled *Council for the City of New Orleans v. Edward Wisner Donation, et al*, No. 2022-6765, attached hereto as Exhibit “A”.

**BE IT FURTHER MOVED**, That the Clerk of Council is hereby directed to forward certified copies of this motion to the Council Chief of Staff for delivery to the parties to the Settlement Agreement.

**THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:**

**YEAS:**

**NAYS:**

**ABSENT:**

**RECUSED:**

**AND THE MOTION WAS ADOPTED.**

# SETTLEMENT AGREEMENT

This Agreement ("Settlement Agreement") is entered into by and between the Council for the City of New Orleans ("Council"), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU"), and Edwin Murray, JD, Vice Chancellor for Governmental, Community and Security Affairs at LSU Health New Orleans, in his capacity as a member of the Wisner Trust Management Board and as a defendant in the Wisner Lawsuit as defined below ("Murray", and together with the Council and LSU, collectively, the "Parties"). This Agreement shall be effective on the date the budget ordinance described herein becomes the law ("Effective Date"). This Agreement provides the terms under which the Parties agree to settle their disputes arising out of the Edward Wisner 1914 Act of Donation ("Wisner Trust"), the 1929 Act of Compromise and Judgement ("1929 Compromise"), the 2020 Ratification Extension, Modification and Amendment of the August 4, 1914 Edward Wisner Donation ("2020 Agreement") and the lawsuit styled *Council for the City of New Orleans v. Edward Wisner Donation, et al*, No. 2022-6765, pending in the Civil District Court for the Parish of Orleans ("Wisner Lawsuit") (collectively, "Wisner Trust Dispute").

**WHEREAS**, the Council has asserted claims in the Wisner Lawsuit against LSU, Murray, and other defendants;

**WHEREAS**, disputes between the Council and LSU among others, have arisen regarding the ownership of lands described in and donated to the City of New Orleans (the "City") by Edward Wisner Act of Donation dated August 4, 1914, which is incorporated herein and attached as Exhibit "A", and revenues and sales proceeds derived therefrom, and tax refunds or overpayments (collectively "Wisner Lands"), and the validity of the 2020 Agreement purporting to ratify, extend, modify the expired Wisner Trust, extending it forever;

**WHEREAS**, the Wisner Lawsuit was initiated by the Council's filing on July 29, 2022 of a petition for declaratory judgment and injunctive relief, followed by the filing on June 11, 2024 of a first amended and superseding petition seeking a declaratory judgment regarding these issues, injunctive relief and damages to recover revenues the Council claims were wrongfully distributed subsequent to August 4, 2014; and

**WHEREAS**, the Parties have agreed that it is in their best interests to settle their differences arising out of the Wisner Trust Dispute without further litigation;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is acknowledged, the Parties agree as follows:

**1. The Settlement Consideration.**

The settlement consideration exchanged by, between, and among the Parties hereto consists of the following:

(a) **By the Council.**

- (i) As of the Effective Date, the Council hereby releases and discharges Murray, LSU, LSU's employees, and attorneys from any and all claims, demands, actions, or liabilities of any kind, whether known or unknown, that the Council has or may have against LSU or Murray for claims relating to or arising from LSU's alleged share or interest, if any, in the Wisner Trust, Wisner Lands and distributions or revenues actually received by LSU and derived from the Wisner Lands since August 4, 2014. Notwithstanding the foregoing and except as to distributions or revenues which were already paid to and received by LSU as of the Effective Date, the Parties agree that the Council is not releasing its claims against LSU for its alleged share of revenues from the Wisner Trust earned in 2023, 2024, and

2025, and in the future, including but not limited to those currently accumulated and held by the Wisner Trust pursuant to the preliminary injunction entered on September 22, 2022; tax refunds or overpayments for federal and state taxes paid on revenues related to the Wisner Trust earned during the years 2023, 2024, and 2025, and in the future, and any future years; and other funds accumulated and held by the Wisner Trust as of the Effective Date that are allocated to the alleged 12% interest attributed to LSU. The Council and LSU expressly agree that LSU may retain all distributions or revenues from the Wisner Trust or arising from the Wisner Lands which were already paid to and received by LSU as of the Effective Date of this Settlement Agreement.

- (ii) Within seven (7) days of the Effective Date, the Council agrees to file a joint motion to dismiss its claims against LSU and Murray in the Wisner Lawsuit for declaratory judgment, injunctive relief, and damages, reserving to the Council all claims and demands made by it with respect to other defendants in the Wisner lawsuit. The joint motion to dismiss shall be in the form attached hereto at Exhibit B. Within seven (7) days of the Effective Date, LSU will also dismiss with prejudice its devolutive appeal in the Wisner Lawsuit of the

May 23, 2025, Judgment and Reasons which was certified as a Final Judgment on June 13, 2025.

- (iii) The Council shall introduce with voting thereafter as permitted by law, a budget ordinance, allocating a five-million-dollar (\$5M) appropriation to LSU or its affiliate to support LSU's investment in LSU Downtown, (which, for the purposes of this Settlement Agreement, means property owned, occupied, or operated by LSU in downtown New Orleans), conditioned upon LSU's, or its affiliate's agreement to expend all appropriated funds on capital expenditures for LSU Downtown within the thirty-six (36) month period commencing on January 1, 2026. The budget ordinance allocation shall remain in effect until the five-million-dollar appropriation is paid in full to LSU or its affiliates. If the five-million-dollar appropriation (\$5 million) is not paid to LSU by December 31, 2025, and the Parties have not agreed to an extension of the deadline, LSU may file a motion to enforce the settlement, to require LSU be paid the \$5 million. The Council will join in the request to the Court to enforce the settlement to pay LSU.

(b) **By LSU.**

- (i) As of the Effective Date, LSU hereby fully and forever releases, waives, and discharges any and all claims, rights or interests it may have in the expired Wisner Trust, any other trust or purported trust comprised of all or any part of the Wisner Lands, ownership of any part of the Wisner Lands, and revenues generated therefrom, including LSU's alleged share of any accumulated, undistributed revenues, and all future revenues or sales proceeds derived therefrom, and/or tax refunds or overpayments relating to federal and state tax payments made by the Wisner Trust in respect of income earned in 2023, 2024, 2025, and other future tax payments, if any. The foregoing release does not include any and all distributions or revenues from the Wisner Trust or arising from the Wisner Lands which were already paid to and received by LSU as of the Effective Date and LSU may retain such distributions. LSU further fully and forever releases, waives and discharges any and all claims or demands arising out of the Wisner Trust Dispute it has and may have against the Council, its employees, Council Members, Council Members' staff and the Council's attorneys.

(ii) In further consideration of the Council's Releases, effective as of the Effective Date, LSU hereby forever transfers, assigns, conveys, and quitclaims to the City of New Orleans all right, title, and interest owned, or claimed to be owned by LSU, in and to the Wisner Trust or Wisner Lands ("the Transfer and Assignment"). The Transfer and Assignment includes the transfer by LSU to the City of LSU's rights, if any: (1) to its portion of future revenues generated after the Effective Date; (2) revenues accumulated and held by the Wisner Trust pursuant to the preliminary injunction entered by the court in the Wisner Lawsuit on September 29, 2022; (3) monies recovered by the Wisner Trust or LSU, as alleged beneficiary, in the form of refunds or overpayments of federal or state taxes; and (4) other undistributed funds, if any, comprising part of the 12% interest in the Wisner Trust claimed by LSU as of the Effective Date.

In addition, to effectuate the Transfer and Assignment to the City described above, within seven (7) days of the Effective Date, a quitclaim deed, in the form of Exhibit C, will be executed by LSU and recorded in the conveyance records in the Parishes of Lafourche, St. John, and Jefferson; and LSU will direct all relevant persons to pay the City as of the Effective Date any and all revenues,

sales proceeds, refunds, or overpayments attributed to LSU's alleged 12% interest.

- (iii) Promptly on the occurrence of the Effective Date, Murray shall tender his resignation to the Wisner Trust Management Board and immediately appoint as his replacement the Council President or Budget Committee Chair in the same tender letter.

**2. Cooperation Obligation by LSU Relating to Approval of Transfer and Assignment.**

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- (a) In order to avoid any dispute regarding the effectiveness of this Settlement Agreement, and/or the Transfer and Assignment, LSU agrees promptly and in good faith to apply to the Wisner Trust Management Board, if in existence, for its approval of the Transfer and Assignment to the City of LSU's interest, if any, in the Wisner Trust and the Wisner Lands, in accordance with the provisions of the purported 2020 Agreement and the bylaws of the Wisner Trust Management Board, as written. LSU shall make the application for approval not later than ten (10) days following the Effective Date.
- (b) LSU promptly shall advise the Council of any and all responses by the Wisner Trust Management Board to LSU's request for approval.

LSU agrees to respond promptly to any inquiries or requests for information by the Wisner Trust Management Board in connection with the Transfer and Assignment and promptly shall provide to the Wisner Trust Management Board all documentation or information reasonably necessary to support the approval application and will keep the Council informed of the progress of the application for approval.

- (c) In the event that LSU's request for approval of the Transfer by the Wisner Trust Management Board is not obtained within seven days of LSU's request, LSU promptly shall advise the Council, and in good faith and with due diligence, shall promptly take such additional actions as may be reasonably necessary to address the basis for the non-approval, including but not limited to supplementing the request, providing additional information, engaging in discussions to seek reconsideration or resubmission, and supporting the Council's legal efforts, if any, regarding the requested approval.

The preceding cooperation obligation of LSU shall continue until (i) approval of the transfer by the Wisner Trust Management Board

is obtained, or (ii) the Parties mutually agree in writing that the approval is no longer needed or (iii) the effort to obtain it is abandoned by the Council.

- (d) Should the Transfer and Assignment to the City not be fully effective for any reason, LSU will have an affirmative duty to fully cooperate, support and join in the Council's efforts to obtain a judicial declaration of the City's ownership of its alleged interest, including to recover amounts attributable to LSU's alleged 12% interest. Regardless of any rulings related to the Wisner Trust, or any trust comprised of any part of the Wisner Lands, the Wisner Lands or the Wisner Trust Dispute, LSU further agrees that if it receives any distribution of any kind generated by the Wisner Lands, sales proceeds from all or part of the Wisner Lands, or tax refunds or overpayments, LSU agrees to pay to the City the full amount of any distributions of such revenues or sales proceeds generated by the Wisner Lands, and/or refunds or overpayments of federal and state taxes attributable to LSU's alleged 12% interest received by LSU. LSU agrees promptly to advise the Council of any and all distributions of revenues or tax refunds or overpayments received by it, and to transfer all such revenues, tax refunds or overpayments

to the City within fourteen (14) days of receipt of any and all such revenues, refunds or overpayments.

**3. Non-Participation Obligation.**

LSU and Murray agree that, beginning on the Effective Date of this Settlement Agreement, they shall not assist, aid, advise, consult, cooperate, or otherwise participate in any way, directly or indirectly, in the defense of any remaining defendant(s) in the Wisner Lawsuit. This includes, but is not limited to, providing information, documents, testimony (except as required by law, subpoena, or court order), strategy, or support of any kind.

LSU and Murray further agree not to voluntarily provide any testimony declarations, or affidavits in support of any remaining defendant(s) in the Wisner Lawsuit, except as required by subpoena or court order. In the event of receipt of a subpoena or court order, LSU and Murray shall promptly notify the Council and provide a copy of the subpoena or order; *provided that* performance of any service consisting of consultation, reports, testimony, or other expert work by a member (other than Murray himself) of the faculty or staff of LSU pursuant to a professional services engagement agreement, independent of LSU and not in any manner representing LSU, with any of the remaining defendants in the Wisner

Lawsuit shall *not* constitute a breach by LSU or Murray of their Non-Participation Obligation hereunder.

The Parties agree that any breach of LSU's Cooperation and Non-Participation Obligation shall entitle the Council to seek injunctive relief prohibiting the violative conduct, in addition to any other remedies available at law or in equity.

**4. Non-Disparagement.**

The Parties agree that they shall not, and shall cause their respective officers, directors, employees, agents, representatives, successors, and assigns not to, make or publish any statement, written or oral, in any forum regarding the Wisner Trust Dispute, the Wisner Lawsuit or this Settlement Agreement or to any third party, that defames, disparages, or otherwise reflects negatively upon the other Party, its affiliates, or any of their respective current or former directors, officers, employees, agents, or representatives.

This mutual non-disparagement obligation applies to statements made publicly or privately, including but not limited to communications through the press, social media, blogs, online forums, or other public or private communications channels.

**5. Governing Law.**

This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

**6. Authority to Execute this Settlement Agreement.**

Each of the persons executing this Settlement Agreement on behalf of the respective Parties hereto represents and warrants that he or she is duly authorized to execute and deliver the Settlement Agreement on behalf of that Party. In particular, Council President J.P. Morrell is authorized to sign this Settlement Agreement on behalf of the Council as evidenced by the resolution of the Council adopted on August 21, 2025, a copy of which is attached hereto.

**IN WITNESS WHEREOF**, the Parties have executed this Settlement Agreement on the dates set forth below and effective as of the Effective Date.

Council for the City of New Orleans

By: \_\_\_\_\_

\_\_\_\_\_  
Date:\_\_\_\_\_

Louisiana State University

By: \_\_\_\_\_

Matt Lee

\_\_\_\_\_  
Title: Interim President

Date:\_\_\_\_\_

Edwin Murray, JD, in his capacity as a Vice Chancellor for Governmental, Community and Security Affairs at LSU Health New Orleans, representative of Louisiana State University and as a defendant in the Wisner Lawsuit

Date:\_\_\_\_\_