

Settlement Agreement and Release

This Settlement Agreement and Release ("Agreement") is made and entered into by and between the Center for Media & Democracy ("Plaintiff") and the Wisconsin Department of Justice ("Defendant").

Recitals

A. On September 24, 2018, Plaintiff filed a lawsuit against Defendant in Dane County Circuit Court seeking a writ of mandamus for alleged violations of the Wisconsin Public Records Law. The lawsuit was assigned Case No. 18-CV-2560 and is referred to in this Agreement as the "Lawsuit."

B. Plaintiff and Defendant wish to settle any and all claims and disputed issues of law and/or fact that were brought or that could have been brought arising out of the Lawsuit.

Agreement

In consideration of the mutual promises contained below, Plaintiff and Defendant agree as follows:

1. **Dismissal.** Within one business day of the Effective Date, Plaintiff agrees to file with the Court a Stipulated Voluntary Dismissal, signed by defense counsel, providing that the Lawsuit will be dismissed with prejudice.
2. **Production of Documents.** In the interests of open government, Defendant, through counsel, agrees to provide Plaintiff with the records originally requested by an open records request dated August 3, 2018. Defendant agrees to provide the documents beginning May 1, 2019 and complete production by Friday May 10, 2019. Defendant confirms that the Department of Justice's prior policy or practice of denying open records

requests that initially generated more than 500 potentially responsive email messages is no longer in place and that references to this policy have been removed from the Department of Justice website. Furthermore, Plaintiff acknowledges and agrees that counsel for Defendant will review all records before production and remove or redact information that may be withheld under Wis. Stat. § 19.35 or other laws. If counsel for Defendant makes such a redaction or removal, counsel will provide Plaintiff a specific and sufficient explanation for the redaction or removal in writing. Plaintiff reserves the right to challenge these redactions in a separate proceeding and/or make follow-up open records requests. Defendant understands that content determines whether a document is a “record,” not medium, format, or location; therefore, materials otherwise meeting the definition of “record” and not subject to any other exception are not exempt from disclosure by virtue of their location on private email accounts, online apps, or file-sharing services.

3. **Attorney Fees and actual damages.** Defendant will pay court costs and attorney fees of \$10,947.02 and damages in the amount of \$100.00 by check issued to Pines Bach LLP for the total amount 30 days after the case has been dismissed with prejudice.

4. **Release by Plaintiff.** This Agreement is a full, final, and complete compromise and settlement of all claims, actual, doubtful, or disputed, as to questions of liability, damage, and remedy for the claims raised in this Lawsuit related to the public records requests related to the Lawsuit. Plaintiff completely releases and forever discharges Defendant and the State of Wisconsin and its departments, agencies, officials, officers, employees, or agents, whether in an individual capacity or official capacity, from any and all claims, demands, obligations, causes of action, damages, costs, expenses, and compensation of any nature whatsoever, be they direct or indirect, in law or in equity,

whether known or unknown, which Plaintiff may have had, presently has, or may have in the future related to the allegations in the Lawsuit.

5. **Effective Date.** The Effective Date is the last date on which this Agreement is signed, as indicated by the signatures below.

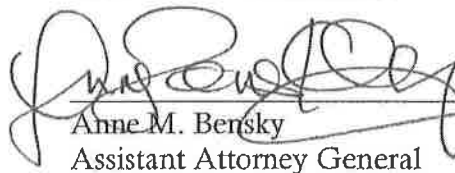
6. **Counterparts.** This Agreement may be executed in one or more counterparts (including copies and PDF file versions of the original signatures) all of which will together constitute one and the same instrument.

7. **Authority.** The individuals executing this Agreement represent and warrant that they have obtained the legal authority to execute this Agreement on behalf of Plaintiff and Defendant.

8. **Entire Agreement.** This Agreement constitutes the final expression of the parties as to the terms of this Agreement, and supersedes all prior agreements, negotiations, and discussions between the parties and/or their respective counsel.

On behalf of Defendant:

Dated: May 10, 2019


Anne M. Bensky
Assistant Attorney General

On behalf of Plaintiff:

Dated: 5/17/19


Christa O. Westerberg
Attorney for Center for Media & Democracy