

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 Wisconsin State Senator Leah Vukmir, in her official capacity ("Defendant").

Recitals

A. On June 6, 2013, 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. 13-CV-1875 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 two business days 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. Immediately upon the filing of the dismissal, Defendant will notify the Court that the pending Motion to Quash is withdrawn.

2. **Production of Documents.** In the interests of open government, Defendant, through counsel, agrees to provide Plaintiff with a copy of all records dated between January 1, 2013, and May 4, 2013 pertaining to the

ALEC Oklahoma City conference held May 2-3, 2013 in Defendants' possession, custody, or control, including but not limited to her yahoo.com email account and any subfolder, Defendant's official state account and any subfolder, any other email account used by Defendant used for official business and any subfolder, or on any computer or hard drive used for official business. Plaintiff acknowledges that Defendant may not produce documents that have already been produced under the disputed public-records requests, which are dated April 5, 2013, and May 4, 2013. 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. Defendant further agrees to provide Plaintiff with written answers to the October 18, 2013 letter from Plaintiff. Defendant acknowledges that a "disclaimer" or other blanket statement asserting that a document is not subject to a state's public records law has no force of law in Wisconsin, unless the record is actually subject to an exception or other provision of the public records law. Defendant further 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 can be located in online file-sharing site/internet dropbox sites (such as Box.com or Dropbox.com) or personal email accounts.

3. **Attorney Fees and actual damages.** Defendant will pay court costs and attorney fees of \$12,500 and damages in the amount of \$2,500 by check issued to Plaintiff for the total amount after receiving confirmation that the Lawsuit 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, in her official and personal capacity, 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:

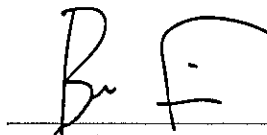
Dated: 3-28-14



Daniel P. Lennington
Assistant Deputy Attorney General
State Bar #1088694

On behalf of Plaintiff:

Dated: MAR. 26 2014



Brendan M. Fischer
General Counsel
Center for Media and Democracy
State Bar #1089027