

Settlement Agreement and Release

This Settlement Agreement and Release ("Agreement") is made and entered into by and between the Center for Media & Democracy and Common Cause (collectively, "Plaintiffs") and the following Wisconsin State Representatives in their official capacities (collectively "Defendants"): Representative Jeremy Thiesfeldt, Representative Pat Strachota, Representative Tyler August, Representative Dan Knodl, and Representative Tom Larson.

Recitals

A. On October 5, 2012, Plaintiffs filed a lawsuit against Defendants 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. 12-CV-3922 and is referred to in this Agreement as the "Lawsuit."

B. Plaintiffs and Defendants 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, Plaintiffs and Defendants agree as follows:

1. **Dismissal.** Within two business days of the Effective Date, Plaintiffs agree to file a Stipulated Voluntary Dismissal with the Court providing that the Lawsuit will be dismissed with prejudice, signed by counsel for all parties.

2. **Production of Documents.** In the interests of open government, Defendants, through counsel, agree to provide Plaintiffs with a copy of all documents responsive to Plaintiffs' public records request dated on or about September 11, 2012, and requesting all documents containing the words "American Legislative Exchange Council" and/or "ALEC" for the period December 1, 2011 through September 5, 2012. Defendants recognize that public records may be located in personal email accounts and acknowledge that they have a legal responsibility as elected officials to provide public records to a requester. Defendants agree to produce any public records responsive to this public records request that may be located in each individual Defendants' personal email account(s) (such as, but not limited to, accounts with domains @gmail.com, @hotmail.com, @charter.net, etc.). Plaintiffs acknowledge that Defendants will not produce documents that have already been produced under this public records request. Furthermore, Plaintiffs acknowledge and agree that counsel for Defendants will review all documents before production and remove or redact information that may be withheld under Wis. Stat. § 19.35 or other laws (by way of example, and not limitation, constituent names, addresses, and other personally identifiable information of private parties). If counsel for Defendants makes such a redaction or removal, counsel will provide Plaintiffs a specific and sufficient explanation for the redaction or removal in writing.

3. **Attorney Fees.** Defendants will pay aggregate court costs and attorney fees of \$2,519.50 by check issued to Plaintiffs after receiving confirmation that the Lawsuit has been dismissed with prejudice.

4. **Release by Plaintiffs.** 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 identified therein. Plaintiffs completely release and forever discharge Defendants 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 Plaintiffs may have had, presently have, or may have in the future related to the allegations in the Lawsuit as to the specific public records requests identified therein.

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

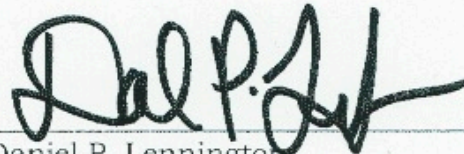
6. **Counterparts.** This Agreement may be executed in one or more counterparts (including copies and PDF file versions of the original signatures) all of which will together constitute one and the same instrument.

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

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 all Defendants:

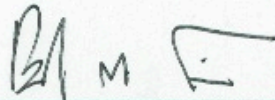
Dated: 10-29-12



Daniel P. Lennington
Assistant Attorney General
State Bar #1088694

On behalf of all Plaintiffs:

Dated: 10-29-12



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