

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH 9

DANE COUNTY

WCIJ, Inc., and
BILL LUEDERS,

Plaintiffs,

v.

Case No. 15-CV-255

WISCONSIN DEPARTMENT
OF CORRECTIONS, and
EDWARD WALL,

Defendants.

SETTLEMENT AGREEMENT

Plaintiffs WCIJ, Inc. ("WCIJ") and Bill Lueders (collectively "WCIJ plaintiffs"), and Defendants Wisconsin Department of Corrections ("DOC") and Edward Wall (collectively "DOC defendants") desire to resolve this case expeditiously and economically. Each party believes that the terms of this stipulated settlement represent a reasonable and appropriate resolution of the claims in dispute.

1. Within 45 days of undersigned counsels' signature on this agreement, DOC will make available to WCIJ: the Director of Adult Institutions, Cathy Jess; and the DOC Mental Health Director, Dr. Kevin Kallas, for an interview with a designated representative or representatives of WCIJ regarding the work of the Restricted Status Housing Task Force. The interview will be limited to the topic of the work of the Restricted Status Housing Task Force.

2. No later than seven days before the interview, DOC will produce to WCIJ a copy of the following records in response to the November, 18, 2014 public records request: a copy of all agendas from the Restricted Status Housing Task Force meetings from August 2014 through the date of production; any Action Items created from the Restricted Status House Task Force meetings from August 2014 through the date of production; and a copy of the task force report entitled "Restrictive Status Housing in Wisconsin DOC: Current Status, Progress and Future Plans."

3. Any requests for additional follow up records which may be generated by the interview or future questions by WCIJ plaintiffs will be handled as new public records requests and sent to DOC for handling as such.

4. WCIJ plaintiffs' public records request dated September 19, 2014, which was also the subject of this lawsuit, was deemed completed upon the April 13, 2015 production of the requested documents.

5. Within seven working days of completing the interview and full production of records in ¶¶ 1-2 above, the parties shall sign and plaintiffs' counsel will file a stipulation of dismissal of this pending mandamus action, pursuant to Wis. Stat. § 805.04(1), on the merits with prejudice and without costs except as otherwise provided in this settlement agreement.

6. Within 45 days of undersigned counsels' signature on this agreement, DOC defendants will pay WCIJ plaintiffs' actual costs and fees documented by plaintiffs' counsel to file and prosecute this matter, not to exceed a total of \$4,500.00. A formal fee petition will not be necessary, and Defendants acknowledge

Plaintiffs have provided some simple documentation of time and costs expended. No attorneys' fees, costs, damages, or any monies other than the amounts set forth in ¶ 6 will be paid by DOC defendants or any other person or entity in connection with this lawsuit, except as may be required in the event of a breach of this agreement, as set forth in ¶ 7, below.

7. The parties agree that, in the event that either party fails to comply with its duties under the terms of the Agreement, the party asserting breach may seek enforcement of any remedies available to the party under the terms of the Agreement or under the public records law. This includes, but is not limited to payment of plaintiffs' additional attorneys' fees beyond those set forth in Section 6 above.

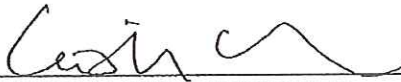
8. This Settlement Agreement is a full, final, and complete compromise and settlement of claims, actual, doubtful, or disputed, as to questions of liability, damage, and remedy for the claims raised in this case or that could have been raised in this case, and is not nor is it to be construed as an admission of liability or of a violation of the public records law by Defendants, their agents, their officers, or their employees.

9. The terms of this Settlement Agreement have no binding effect on WCIJ plaintiffs, DOC defendants, or any other public records authority in any other matter. The terms of this Settlement Agreement may not be used as precedent in any other matter. This Settlement Agreement contains the full and complete agreement of the parties and may not be altered, supplemented, or amended except in a written document executed by authorized representatives of the parties.

10. This Settlement Agreement shall be interpreted according to the laws of the State of Wisconsin.

FOR PLAINTIFFS:

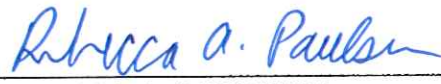
Date: 6/3/15


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