# SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered into between Wisconsin Institute For Law & Liberty ("WILL) and Madison Metropolitan School District ("MMSD") (each individually a "Party" and collectively the "Parties").

## RECITALS

**WHEREAS**, WILL has initiated a lawsuit that is currently pending in the State of Wisconsin Dane County Circuit Court bearing the caption: *Wisconsin Institute For Law & Liberty v. Madison Metropolitan School District*, Case No. 2023CV000133 (hereinafter referred to as the "Civil Action").

**WHEREAS**, MMSD has satisfied the request for records that is the subject of the Civil Action.

**WHEREAS**, WILL and MMSD have resolved their dispute and agree to settle and compromise all claims set forth in the Civil Action.

**THEREFORE**, in consideration of the mutual promises and covenants herein, the parties to this Agreement agree and pledge as follows:

## TERMS AND CONDITIONS

1. **Incorporation of Recitals**. The Recitals are incorporated into this Agreement by reference and made a part hereof as though set forth herein verbatim.

2. **Release and Discharge**. In consideration of the payment identified in paragraph 3, WILL fully releases and forever discharges MMSD and its officers, directors, board members, employees, agents, contractors, and insurers (collectively the "Releasees") from any and all claims for damages, costs, attorney's fees, and any claims for other expenses, damages, and compensation of any kind arising from or in any way related to the subject matter of the Civil Action. The Parties represent and warrant that there was no prevailing party in the Civil Action within the meaning of the open records law.

It is understood and agreed that this is a full, final, general, and complete release that will remain effective even if new or additional facts are discovered or there are any changes in applicable law. This Agreement shall be a fully binding and complete settlement between WILL and MMSD in relation to the Civil Action.

3. **Consideration.**

**(a) Payment**.

**(1)** WILL represents and warrants that it has expended the sum of $7,386.45 for actual attorney's fees and costs in connection with the Civil Action.

**(2)** In consideration of the release and discharge set forth in paragraph two (2), MMSD will pay WILL the total sum of $18,000.00.

The parties acknowledge and agree that WILL has accepted the terms herein and will accept the payment described in this section as a full and complete compromise of all matters complained of in the Civil Action.

The settlement is subject to the Court entering an Order of Dismissal, with Prejudice, as to all claims and actions contained in the Civil Action.

4. **Disclaimer of Liability**. The parties understand that the consideration described in paragraph 3 is not to be construed as an admission of liability but represents the compromise of a disputed claim and is intended to resolve the dispute and avoid the costs and risks of litigation arising from the subject matter of the Civil Action.

5. **Dismissal of Action**. It is the intention of WILL to foreclose, terminate, and extinguish any rights it now has or may have to seek any additional compensation for damages from the Releasees relating to the subject matter of the Civil Action. WILL specifically authorizes and directs its attorneys to execute any and all documents necessary to effectuate a Voluntary Dismissal dismissing, with prejudice, the entire Civil Action, knowing that such dismissal will forever bar re-litigation of the subject matter of the Civil Action against any of the Releasees or any other party. Upon receipt of the consideration of $18,000.00 described hereinabove in Paragraph 3, WILL shall draft and the parties shall sign a Stipulation for Dismissal along with a proposed order, for the Court to enter dismissing the Civil Action, with prejudice, and without costs or attorney's fees to any party.

WILL and MMSD agree to execute any further documents that may be necessary to effectuate the intent of this Agreement that, by payment of the agreed sum by MMSD to WILL, and execution of this Agreement by WILL, the Releasees will have no further liability, indemnity, or expense of any kind with respect to the subject matters, actions, or claims of the Civil Action.

6. **Entire Agreement.** This Agreement contains the entire agreement between WILL and MMSD regarding the matters set forth herein, and any and all prior or contemporaneous oral or written understandings of the parties are hereby forever merged into this Agreement. This Agreement can be modified only by a written instrument signed by the party against whom enforcement of the modification is sought. The terms of this Agreement, including the releases and the sums paid, are the sole consideration for this Agreement and it is expressly understood that such consideration is paid and accepted in full settlement of all injuries, damages, and attorney's fees, costs and expenses arising out of the subject matter of this Agreement, which reflects the entire settlement agreement between WILL and MMSD.

7. **Severability.** If, after the date hereof, any provision(s) of this Agreement is (are) held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision(s) shall be fully severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid, or unenforceable provision(s) as may be possible and mutually agreed upon by the parties and still be legal, valid, and enforceable under

applicable laws. This Agreement shall supersede any other agreement entered into between the parties.

8. **Acknowledgment and Construction.** In entering into this Agreement, WILL acknowledges that it has carefully read the Agreement and fully understands its meaning and intent, has had this Agreement explained to it by counsel of its own choosing, and that it understands its legal consequences, agrees to all the terms of the Agreement, and is voluntarily executing the Agreement relying upon the legal advice of its attorney. Accordingly, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

9. **Copies of Settlement and Release Agreement.** Copies made of this Agreement will have the same force and effect as the original. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

**THIS RELEASE AND SETTLEMENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE RELEASEES AND WILL, AND THE TERMS OF THIS RELEASE ARE CONTRACTUAL AND NOT A MERE RECITAL. THIS IS A FULL, FINAL, AND COMPLETE SETTLEMENT AND RELEASE AND ONE THAT CANNOT BE REOPENED AT ANY TIME IN THE FUTURE REGARDLESS OF WHAT MIGHT TAKE PLACE OR MIGHT LATER OCCUR.**

**THE UNDERSIGNED HAVE CAREFULLY READ THIS RELEASE AND HAVE HAD THE BENEFIT OF COUNSEL IN EXAMINING AND UNDERSTANDING THIS DOCUMENT.**

Dated this 2nd day of August, 2023.

**Wisconsin Institute For Law & Liberty**

By: _____

Daniel P. Lennington, Deputy Counsel

(Printed Name)

Dated this 2nd day of August, 2023.

**Madison Metropolitan School District**

By: _____

Lisa Kvistad

(Printed Name)