

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Jared Goyette, Craig Lassig, The
Communications Workers of America,
Tannen Maury, Katie Nelson, Stephen
Maturen, Edward Ou, Timothy Evans, and
Chris Tuite,

Case No. 20-cv-1302 (WMW/DTS)

Plaintiffs,

v.

**MEDIATED SETTLEMENT
AGREEMENT**

City of Minneapolis, Medaria Arradondo,
Robert Kroll, John Harrington, Matthew
Langer, John Does 1-2, David Hutchinson,
and Joseph Dwyer,

Defendants.

This Mediated Settlement Agreement (this or the “Agreement”) is entered into by and between Plaintiffs Jared Goyette, Craig Lassig, The Communications Workers of America, Tannen Maury, Katie Nelson, Stephen Maturen, Edward Ou, Timothy Evans, and Chris Tuite (collectively, the “Plaintiffs”) and Minnesota Department of Public Safety Commissioner John Harrington, in his individual and official capacity, Minnesota State Patrol Colonel Matthew Langer, in his individual and official capacity; and Minnesota State Patrol Major Joseph Dwyer, in his individual capacity (collectively, the “State Defendants”). The Plaintiffs and the State Defendants are collectively referred to in this Agreement as the “Parties.”

RECITALS

A. The individually named Plaintiffs are journalists, including photojournalists, reporters, and other members of the press. The Communications Workers of America is an international labor union that represents members of the press. Defendant John Harrington is the Minnesota Commissioner of Public Safety and has supervisory authority over the Minnesota State Patrol and its commander, Defendant Minnesota State Patrol Colonel Matthew Langer, and Minnesota State Patrol Major Joseph Dwyer.

B. The Plaintiffs brought this lawsuit on behalf of themselves and similarly situated others against State Defendants and other law enforcement entities for their alleged conduct towards journalists during the protests that followed the murders of George Floyd in Minneapolis in May-June, 2020 and Daunte Wright in Brooklyn Center in April, 2021.

C. The Court issued a Preliminary Injunction on October 28, 2021 enjoining Commissioner Harrington, Colonel Langer and their agents, servants, employees and representatives and all other persons who are in active concert or participation with them from

(a) arresting, threatening to arrest, or using physical force against any person whom they know or reasonably should know is a journalist unless they have probable cause to believe the person has committed a crime and from requiring such persons to disperse following an order to disperse, (b) directing chemical agents at journalists, (c) seizing or intentionally damaging journalists' equipment, and (d) other terms. (Doc. 243).

D. The Parties wish to settle all of their differences without further costs to any of them and with no admission of liability by any Party.

E. The Parties engaged in settlement discussions with the assistance of Magistrate Judge David T. Schulz on December 10 and December 14, 2021 and agreed upon the terms set forth in this Agreement.

TERMS AND CONDITIONS

- 1. Six Year Monitored Injunction; Court Action.** The Preliminary Injunction of October 28, 2021 (the "Preliminary Injunction") shall be converted to a monitored permanent injunction ("the Monitored Injunction") and remain in effect for six (6) years from the Effective Date of this Agreement. The Court shall oversee compliance with the Monitored Injunction and take appropriate action in the event it is violated.

Within ten (10) days after the Effective Date of this Agreement, each of the following shall occur: (1) Plaintiffs will file an unopposed motion with the Court to extend and convert the Preliminary Injunction into the Monitored Injunction as modified in Section 2 of this Agreement (the "Monitored Injunction Motion"); (2) Plaintiffs will provide State Defendants a Stipulation of Dismissal with Prejudice dismissing Plaintiffs' claims against the State Defendants, contingent on the entry of an order granting Plaintiffs' motion for a Monitored Injunction, dismissal of any pending Appeal in this matter, and payment of the settlement funds set forth herein; and (3) State Defendants will move to stay any Appeal pending in this matter for a period expiring thirty (30) days following the Court's decision on Plaintiffs' Monitored Injunction Motion.

If the District Court denies Plaintiffs' motion to extend the Preliminary Injunction as modified by this Agreement, in whole or in part, this Agreement shall be null and void. However, the Parties shall promptly meet to make a good faith attempt to address the Court's concerns.

If the Court grants Plaintiffs' motion to extend and convert the Preliminary Injunction into the Monitored Injunction, (1) State Defendants will fund the settlement in its entirety in the manner described in Section 7; (2) the Parties will, within three (3) days of the Court's order, file a stipulation to dismiss any Appeal filed in this matter, with all Parties bearing their own attorney's fees and costs; and (3) Plaintiffs will file the Stipulation of Dismissal with Prejudice in the district court once counsel receives confirmation that the settlement funds have arrived and the Appeal has been dismissed. Should the Court of Appeals fail to dismiss any pending Appeal in this matter, then this Agreement shall be null and void.

2. Terms of Monitored Injunction. All terms of the Monitored Injunction shall be identical to those of the Preliminary Injunction except as indicated below.

a. Changes and Additions to Numbered Paragraphs. The changes indicated below by ~~strikeout~~ and underline shall be made to the Preliminary Injunction:

2. Defendants.... are enjoined from:

a. arresting, threatening to arrest, or using physical force—including through use of flash bang grenades, non-lethal projectiles, riot batons, or any other means—directed against any person whom they know or reasonably should know is a Journalist (as defined in Paragraph 4 below), unless the State Defendants have probable cause to believe that such individual has committed a crime. For purposes of this Order, ~~such persons~~ those individuals identifiable as a Journalist as defined in Paragraph 4 shall not be required to disperse following the issuance of an order to disperse, and such persons shall not be subject to arrest for not dispersing following the issuance of an order to disperse. Such persons shall, however, remain bound by all other laws;

...

4. To facilitate the State Defendants' identification of Journalists protected under this Order, the following shall be considered indicia of being a Journalist: ~~visual~~ visible identification as a member of the press, such as by carrying a professional or authorized press pass or wearing a professional or authorized press badge or other official press credentials or distinctive clothing that identifies the wearer as a member of the press. These indicia are not exclusive, and a person need not exhibit every indicium to be considered a Journalist under this Order. The State Defendants shall not be liable for unintentional violations of this Order in the case of an individual who does not carry or wear a press pass, badge, or other official press credential or distinctive clothing that identifies the wearer as a member of the press.

b. Additional Provisions. The following provisions shall be added to the Preliminary Injunction:

(*) State Defendants' agents and employees responding to civil unrest or protests covered by Journalists shall prominently display their agency name and badge number readable from a distance of twenty feet; and

(**) State Defendants shall maintain a record of all agents or employees deployed to respond to civil unrest or protests.

3. Actions by the Minnesota State Patrol. The Minnesota State Patrol shall take the following additional actions:

- a. All State Patrol officers (also referred to as “State Troopers”) will be issued body worn cameras by June 2022.
- b. The Minnesota State Patrol will amend its First Amendment policy to identify any allegation of a First Amendment violation regarding the press to be classified as “serious misconduct,” which will automatically trigger an Internal Affairs investigation.
- c. If the Peace Officers Standards and Training (“POST”) Board adopts the proposed model policy (ECF 233-1), the Minnesota State Patrol will report any alleged First Amendment violation as required by the POST Board.
- d. The Minnesota State Patrol will adopt a policy that whenever a State Patrol Officer detains or arrests a member of the media, the State Trooper must report this action immediately to a supervisor.
- e. The Minnesota State Patrol will deploy an ombudsman and Media Field Liaison as rapidly as possible in mass unrest situations to address media concerns in real time.

4. Independent Expert Review of Minnesota Department of Public Safety Internal Affairs Investigations. All complaints regarding the treatment of media by the Minnesota State Patrol during the protests following the murder of George Floyd in May-June 2020 in Minneapolis and Daunte Wright in April 2021 in Brooklyn Center shall be subject to an Independent Expert Review on the following terms:

- a. The Independent Expert Review will be conducted as to all complaints regarding the above events made to State Defendants submitted within six months of the date the Independent Expert accepts the appointment (but in any event no later than one year from the Effective Date of this Agreement), as well as all pending, completed and future investigations of complaints regarding these events. The resolution of Plaintiffs’ claims as set forth in this Agreement shall not bar any Plaintiff from submitting a complaint.
- b. The Independent Expert Review shall be conducted by an individual who is mutually agreeable to the Parties (the “Independent Expert Reviewer”).
- c. The Independent Expert Reviewer will have access to all documents, email, video, and interviews conducted by Internal Affairs and will receive additional relevant documents, emails, videos, and interviews as requested.
- d. The Independent Expert Reviewer will consult with representatives of Internal Affairs regarding the scope and thoroughness of each investigation as well as ensure the investigations are completed in a timely manner.

- e. The Independent Expert Reviewer will create a written report at the end of his or her engagement, redacted consistent with the Minnesota Government Data Practices Act. The redacted report will be made public. An unredacted copy of the written report will be provided to the Plaintiffs and subject to the Protective Order of February 26, 2021. The report of the Independent Expert Reviewer will include:
 - A factual summary;
 - The total number of complaints;
 - The number of complaints sustained and not sustained;
 - The length of time to complete the investigation of each complaint; and
 - Any suggested changes to the Internal Affairs investigative process.
- f. The Independent Expert Reviewer will not provide any recommendation on discipline or potential discipline based on any complaint.
- g. State Defendants shall pay a flat fee to the Independent Expert Reviewer of \$50,000.00.

5. Education and Training of Minnesota State Patrol. The Minnesota State Patrol shall engage in the following training and education of State Patrol:

- a. The Minnesota State Patrol will contract with a nationally recognized Media Expert to provide training on First Amendment considerations and interactions with media to all Minnesota State Troopers. The initial training shall be open to any member of the media who would like to attend.
- b. Following the initial training, the Minnesota State Patrol shall annually provide refresher training for Minnesota State Troopers on crowd control, which shall include treatment of the media and First Amendment rights.
- c. The Minnesota State Patrol shall also provide training on crowd control, including the treatment of the media and First Amendment rights for all cadets at the Minnesota State Patrol training academy.
- d. The Minnesota State Patrol shall provide data retention training to all Minnesota State Troopers.

6. Designation of Data as Confidential by State Defendants. Plaintiffs retain the right to challenge the designation of all materials produced by State Defendants in this litigation as “Confidential” or “Attorneys Eyes Only” for the duration of the litigation.

7. Payment of Damages and Costs. State Defendants will pay a total of \$825,000.00 in monetary relief for Plaintiffs’ physical, First Amendment, and emotional distress damages and for costs incurred by the American Civil Liberties Union of Minnesota (the “ACLU”) and any other attorney working on Plaintiffs’ behalf. The payment shall be

made no later than thirty (30) days after the Effective Date of this Agreement and shall be delivered to the American Civil Liberties Union of Minnesota, c/o Teresa Nelson, Legal Director, ACLU of Minnesota, P.O. Box 14720, Minneapolis, MN 55414. The ACLU will distribute the payments to individual plaintiffs.

Plaintiffs and their counsel represent and agree that no representations as to taxability, tax treatment or tax consequences have been made to them by State Defendants or the State of Minnesota. Plaintiffs agree that they will be responsible for and indemnify the State for payment of any and all State and federal tax liabilities and/or penalties, if any, regarding the payments described above.

8. Release of Claims.

- a. Without waiving the right to file a complaint in accordance with Paragraph 4 of this Agreement and without waiving the right to proceed with claims against Defendants other than the State Defendants, individually and as a member of a class or collective action, Edward Ou, in consideration for the payment described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, for himself and his heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges State Defendants and the State of Minnesota, and all of their respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities, from each and every legal claim or demand of any kind that Edward Ou ever had or might now have, whether or not any such claim is known to him. This release specifically includes, all claims based upon all plans, contracts and/or alleged contracts, all grievances, all claims for penalties, all claims for attorneys' fees, costs and disbursements incurred by Edward Ou or any of his attorneys, all claims for mental anguish and suffering, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for defamation, fraud or misrepresentation, or that his civil or constitutional rights have been violated, all claims in equity, all claims of tortious conduct, and all claims arising under the statutory or common law of any state.

This Agreement does not waive or release any rights or claims of any kind that Edward Ou may have which arise out of acts occurring after he signs this Agreement.. Nothing in this Agreement shall preclude Edward Ou from filing an action to enforce the terms of the Monitored Injunction as it exists from time to time.

- b. Without waiving the right to file a complaint in accordance with Paragraph 4 of this Agreement and without waiving the right to proceed with claims against Defendants other than the State Defendants, individually and as a member of a

class or collective action, Katie Nelson in consideration for the payment described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, for herself and her heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges State Defendants and the State of Minnesota, and all of their respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities, from each and every legal claim or demand of any kind that Katie Nelson ever had or might now have, whether or not any such claim is known to her. This release specifically includes, all claims based upon all plans, contracts and/or alleged contracts, all grievances, all claims for penalties, all claims for attorneys' fees, costs and disbursements incurred by Katie Nelson or any of her attorneys, all claims for mental anguish and suffering, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for defamation, fraud or misrepresentation, or that her civil or constitutional rights have been violated, all claims in equity, all claims of tortious conduct, and all claims arising under the statutory or common law of any state.

This Agreement does not waive or release any rights or claims of any kind that Katie Nelson may have which arise out of acts occurring after she signs this Agreement. Nothing in this Agreement shall preclude Katie Nelson from filing an action to enforce the terms of the Monitored Injunction as it exists from time to time.

- c. Without waiving the right to file a complaint in accordance with Paragraph 4 of this Agreement and without waiving the right to proceed with claims against Defendants other than the State Defendants, individually and as a member of a class or collective action, Timothy Evans in consideration for the payment described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, for himself and his heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges State Defendants and the State of Minnesota, and all of their respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities, from each and every legal claim or demand of any kind that Timothy Evans ever had or might now have, whether or not any such claim is known to him. This release specifically includes, all claims based upon all plans, contracts and/or alleged contracts, all grievances, all claims for penalties, all claims for attorneys' fees, costs and disbursements incurred by Timothy Evans or any of his attorneys, all claims for mental anguish and suffering, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for defamation, fraud or misrepresentation, or that his civil or constitutional rights have been violated, all

claims in equity, all claims of tortious conduct, and all claims arising under the statutory or common law of any state.

This Agreement does not waive or release any rights or claims of any kind that Timothy Evans may have which arise out of acts occurring after he signs this Agreement. Nothing in this Agreement shall preclude Timothy Evans from filing an action to enforce the terms of the Monitored Injunction as it exists from time to time.

- d. Without waiving the right to file a complaint in accordance with Paragraph 4 of this Agreement and without waiving the right to proceed with claims against Defendants other than the State Defendants, individually and as a member of a class or collective action, Tannen Maury in consideration for the payment described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, for himself and his heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges State Defendants and the State of Minnesota, and all of their respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities, from each and every legal claim or demand of any kind that Tannen Maury ever had or might now have, whether or not any such claim is known to him. This release specifically includes, all claims based upon all plans, contracts and/or alleged contracts, all grievances, all claims for penalties, all claims for attorneys' fees, costs and disbursements incurred by Tannen Maury or any of his attorneys, all claims for mental anguish and suffering, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for defamation, fraud or misrepresentation, or that his civil or constitutional rights have been violated, all claims in equity, all claims of tortious conduct, and all claims arising under the statutory or common law of any state.

This Agreement does not waive or release any rights or claims of any kind that Tannen Maury may have which arise out of acts occurring after he signs this Agreement. Nothing in this Agreement shall preclude Tannen Maury from filing an action to enforce the terms of the Monitored Injunction as it exists from time to time.

- e. Without waiving the right to file a complaint in accordance with Paragraph 4 of this Agreement and without waiving the right to proceed with claims against Defendants other than the State Defendants, individually and as a member of a class or collective action, Jared Goyette in consideration for the payment described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, for himself and his heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges State Defendants and the

State of Minnesota, and all of their respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities, from each and every legal claim or demand of any kind that Jared Goyette ever had or might now have, whether or not any such claim is known to him. This release specifically includes, all claims based upon all plans, contracts and/or alleged contracts, all grievances, all claims for penalties, all claims for attorneys' fees, costs and disbursements incurred by Jared Goyette or any of his attorneys, all claims for mental anguish and suffering, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for defamation, fraud or misrepresentation, or that his civil or constitutional rights have been violated, all claims in equity, all claims of tortious conduct, and all claims arising under the statutory or common law of any state.

This Agreement does not waive or release any rights or claims of any kind that Jared Goyette may have which arise out of acts occurring after he signs this Agreement. Nothing in this Agreement shall preclude Jared Goyette from filing an action to enforce the terms of the Monitored Injunction as it exists from time to time.

- f. Without waiving the right to file a complaint in accordance with Paragraph 4 of this Agreement and without waiving the right to proceed with claims against Defendants other than the State Defendants, individually and as a member of a class or collective action, Craig Lassig in consideration for the payment described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, for himself and his heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges State Defendants and the State of Minnesota, and all of their respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities, from each and every legal claim or demand of any kind that Craig Lassig ever had or might now have, whether or not any such claim is known to him. This release specifically includes, all claims based upon all plans, contracts and/or alleged contracts, all grievances, all claims for penalties, all claims for attorneys' fees, costs and disbursements incurred by Craig Lassig or any of his attorneys, all claims for mental anguish and suffering, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for defamation, fraud or misrepresentation, or that his civil or constitutional rights have been violated, all claims in equity, all claims of tortious conduct, and all claims arising under the statutory or common law of any state.

This Agreement does not waive or release any rights or claims of any kind that Craig Lassig may have which arise out of acts occurring after he signs this

Agreement. Nothing in this Agreement shall preclude Craig Lassig from filing an action to enforce the terms of the Monitored Injunction as it exists from time to time.

- g. Without waiving the right to file a complaint in accordance with Paragraph 4 of this Agreement and without waiving the right to proceed with claims against Defendants other than the State Defendants, individually and as a member of a class or collective action, Stephen Maturen in consideration for the payment described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, for himself and his heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges State Defendants and the State of Minnesota, and all of their respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities, from each and every legal claim or demand of any kind that Stephen Maturen ever had or might now have, whether or not any such claim is known to him. This release specifically includes, all claims based upon all plans, contracts and/or alleged contracts, all grievances, all claims for penalties, all claims for attorneys' fees, costs and disbursements incurred by Stephen Maturen or any of his attorneys, all claims for mental anguish and suffering, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for defamation, fraud or misrepresentation, or that his civil or constitutional rights have been violated, all claims in equity, all claims of tortious conduct, and all claims arising under the statutory or common law of any state.

This Agreement does not waive or release any rights or claims of any kind that Stephen Maturen may have which arise out of acts occurring after he signs this Agreement. Nothing in this Agreement shall preclude Stephen Maturen from filing an action to enforce the terms of the Monitored Injunction as it exists from time to time.

- h. Without waiving the right to file a complaint in accordance with Paragraph 4 of this Agreement and without waiving the right to proceed with claims against Defendants other than the State Defendants, individually and as a member of a class or collective action, Chris Tuite in consideration for the payment described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, for himself and his heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges State Defendants and the State of Minnesota, and all of their respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities, from each and every legal claim or demand of any kind that Chris Tuite ever had or might now have, whether or not any such claim is known to him. This release specifically

includes, all claims based upon all plans, contracts and/or alleged contracts, all grievances, all claims for penalties, all claims for attorneys' fees, costs and disbursements incurred by Chris Tuite or any of his attorneys, all claims for mental anguish and suffering, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for defamation, fraud or misrepresentation, or that his civil or constitutional rights have been violated, all claims in equity, all claims of tortious conduct, and all claims arising under the statutory or common law of any state.

This Agreement does not waive or release any rights or claims of any kind that Chris Tuite may have which arise out of acts occurring after he signs this Agreement. Nothing in this Agreement shall preclude Chris Tuite from filing an action to enforce the terms of the Monitored Injunction as it exists from time to time.

- i. Without waiving the right to file a complaint in accordance with Paragraph 4 of this Agreement and without waiving the right to proceed with claims against Defendants other than the State Defendants, individually and as a member of a class or collective action, the Communications Workers of America in consideration for the payment described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, for itself and its heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges State Defendants and the State of Minnesota, and all of their respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities, from each and every legal claim or demand of any kind that the Communications Workers of America ever had or might now have, whether or not any such claim is known to it. This release specifically includes, all claims based upon all plans, contracts and/or alleged contracts, all grievances, all claims for penalties, all claims for attorneys' fees, costs and disbursements incurred by the Communications Workers of America or any of its attorneys, all claims for mental anguish and suffering, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for defamation, fraud or misrepresentation, or that its civil or constitutional rights have been violated, all claims in equity, all claims of tortious conduct, and all claims arising under the statutory or common law of any state.

This Agreement does not waive or release any rights or claims of any kind that the Communications Workers of America may have which arise out of acts occurring after it signs this Agreement. Nothing in this Agreement shall preclude the Communications Workers of America from filing an action to enforce the terms of the Monitored Injunction as it exists from time to time.

- j. John Harrington releases and discharges the Plaintiffs from any and all actions, claims, demands, obligations, liabilities, costs, losses, expenses, fees, damages, compensation and causes of action of every nature, character, and description, in law or equity, whether contingent or fixed, known or unknown, that he has or had against Plaintiffs in his individual capacity up to the date of this Agreement, including, but not limited to, appeal of the Preliminary Injunction.
- k. Joseph Dwyer releases and discharges the Plaintiffs from any and all actions, claims, demands, obligations, liabilities, costs, losses, expenses, fees, damages, compensation and causes of action of every nature, character, and description, in law or equity, whether contingent or fixed, known or unknown, that he has or had against Plaintiffs in his individual capacity up to the date of this Agreement, including, but not limited to, appeal of the Preliminary Injunction.
- l. Matthew Langer releases and discharges the Plaintiffs from any and all actions, claims, demands, obligations, liabilities, costs, losses, expenses, fees, damages, compensation and causes of action of every nature, character, and description, in law or equity, whether contingent or fixed, known or unknown, that he has or had against Plaintiffs in his individual capacity up to the date of this Agreement, including, but not limited to, appeal of the Preliminary Injunction.

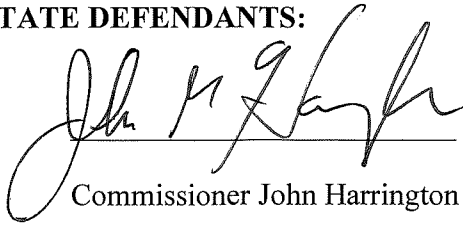
9. Other Terms.

- a. Jurisdiction and Venue. The Parties agree that the United States District Court for the District of Minnesota has exclusive jurisdiction and venue for any dispute related to this Agreement.
- b. Knowing and Voluntary; Authority. Each Party agrees that he/she/it entered into this Agreement freely and voluntarily, has reviewed the terms with counsel, fully understands the terms of the Agreement, and has the authority to enter into this Agreement.
- c. Dismissal of State Defendants. The Parties acknowledge and agree that dismissal of the State Defendants from the above-captioned litigation shall not prevent the litigation from proceeding.
- d. Full Agreement. This Agreement represents the complete agreement between the Parties. This Agreement may not be amended or changed without the written consent of the Parties.
- e. Mutual Drafting. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties and shall not be construed against any Party by reason of drafting.
- f. No Admission of Liability. It is expressly understood and agreed as a condition hereof that this Agreement shall not constitute nor be construed to be an

admission of any wrongdoing or liability on the part of State Defendants, the State of Minnesota, or any of their respective past or present agents, representatives, officers, or employees.

- g. Release of Information. The Parties understand that the release of information by State Defendants about this matter is governed by Minn. Stat. § 13.01, et seq., (“Minnesota Government Data Practices Act”) and Minn. Stat. § 15.17, et seq., (“Official Records Act”). The Parties agree that the specific reasons that this dispute is being settled are: (1) to avoid any and all further costs of litigation; and (2) to avoid any and all further risks of litigation. The Parties agree that the statement of specific reasons in this paragraph for settling this dispute complies with the requirements of Minn. Stat. § 13.43, subd. 2(a)(6). The Parties further agree that this Agreement is a public document.
- h. Unenforceable Provisions. If for any reason the Court finds any provision of this Agreement to be unenforceable, the Agreement shall be amended to the extent necessary for enforceability. If it cannot be so amended without materially altering the intention of the Parties, the unenforceable provision shall be severed without affecting the remainder of the Agreement, which shall continue in full force and effect.
- i. Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.
- j. Successors and Assigns. This Agreement is binding on each Party’s successors, assigns, transferees, and heirs.
- k. Effective Date. The Effective Date of this Agreement is the date of signature of the last signatory to the Agreement.

STATE DEFENDANTS:


Commissioner John Harrington

Date: 01/10/2022

Colonel Matthew Langer

Date: _____

Major Joseph Dwyer

Date: _____

PLAINTIFFS:

Edward Ou

Date: _____

Katie Nelson

Date: _____

STATE DEFENDANTS:

Commissioner John Harrington

Date: _____

 _____

Colonel Matthew Langer

Date: 1-10-2022

Major Joseph Dwyer

Date: _____

PLAINTIFFS:

Edward Ou

Date: _____

Katie Nelson

Date: _____


STATE DEFENDANTS:

Commissioner John Harrington

Date: _____

Colonel Matthew Langer

Date: _____



Major Joseph Dwyer

Date: January 4, 2022

PLAINTIFFS:

Edward Ou

Date: _____

Katie Nelson

Date: _____

Timothy Evans

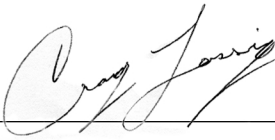
Date: _____

Tannen Maury

Date: _____

Jared Goyette

Date: _____



Craig Lassig

Date: JAN. 3, 2022

Stephen Maturen

Date: _____

Chris Tuite

Date: _____

Timothy Evans

Date: _____

Tannen Maury

Date: _____

Jared Goyette

Date: _____

Craig Lassig

Date: _____



Stephen Maturen

Date: 01/03/2021

Chris Tuite

Date: _____

Timothy Evans

Date: _____

Tannen Maury

Tannen Maury

Date: 1-3-22

Jared Goyette

Date: _____

Craig Lassig

Date: _____

Stephen Maturen

Date: _____

Chris Tuite

Date: _____

STATE DEFENDANTS:

Commissioner John Harrington

Date: _____

Colonel Matthew Langer

Date: _____

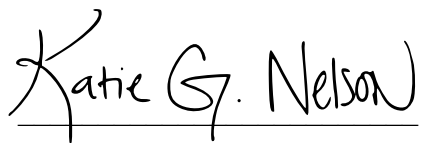
Major Joseph Dwyer

Date: _____

PLAINTIFFS:

Edward Ou

Date: _____



Katie Nelson

Date: 01.05.2021

Timothy Evans

Date: _____

Tannen Maury

Date: _____

Jared Goyette


Date: _____

Craig Lassig

Date: _____

Stephen Maturen

Date: _____



Chris Tuite

Date: 1-4-22

STATE DEFENDANTS:

Commissioner John Harrington

Date: _____


Colonel Matthew Langer

Date: _____

Major Joseph Dwyer

Date: _____

PLAINTIFFS:



Edward Ou


Date: 5 January 2022

Katie Nelson

Date: _____

Timothy Evans

Date: 1.4.2022



Tannen Maury

Date: _____

Jared Goyette

Date: _____

Craig Lassig

Date: _____

Stephen Maturen

Date: _____

Chris Tuite

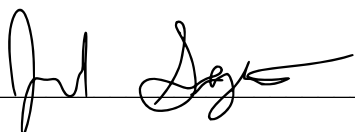
Date: _____

Timothy Evans

Date: _____

Tannen Maury

Date: _____



Jared Goyette

Date: 1/10/2022

Craig Lassig

Date: _____

Stephen Maturen

Date: _____

Chris Tuite

Date: _____

Communications Workers of
America

By: Jon Schleuss Jon Schleuss

Its: Vice President / President of NewsGuild-CWA

Date: January 6, 2022