

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims is a full and complete settlement of the lawsuit entitled *Tony Webster v. Minnesota Department of Employment and Economic Development and Steve Grove in his official capacity as Commissioner of and statutory responsibility authority for the Minnesota Department of Employment and Economic Development and office of the Commissioner of the Minnesota Department of Employment and Economic Development*, Case No. 02-CV-22-6113, filed in Anoka County District Court (“the Lawsuit”). This Settlement Agreement is entered into between Plaintiff Tony Webster, a Wyoming resident, and Tony Webster, LLC, a Wyoming limited liability company, on the one hand, and Defendants Minnesota Department of Employment and Economic Development (“DEED”) and Steve Grove, in his official capacity as the Commissioner of DEED, on the other hand (collectively “the Parties”).

I. DEFINITIONS

The term “**Effective Date**” in this Settlement Agreement means the date on which this Agreement is fully executed by all Parties. If the Parties sign the Agreement on different dates, the Effective Date shall be the last date a Party signs.

The term “**DEED Parties**” in this Settlement Agreement means the Minnesota Department of Employment and Economic Development and Steve Grove in his official capacity as Commissioner of DEED and as responsible authority for DEED, both individually and collectively, 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.

The term “**Webster Parties**” in this Settlement Agreement means Plaintiff Tony Webster and Tony Webster, LLC, both individually and collectively, and all of their respective and former officers, agents, managers, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns.

The term “**Requests**” means Plaintiff Tony Webster and Tony Webster, LLC’s February 17, 2022 and October 3, 2022 requests for data submitted to Defendants pursuant to the Minnesota Government Data Practices Act, Minn. Stat. ch. 13 (the “MGDPA”).

II. RECITALS

Plaintiff Tony Webster filed the Lawsuit against Defendants on November 10, 2022. In the Lawsuit, Plaintiff alleges that Defendants violated the MGDPA with respect to the Requests and seeks injunctive, declaratory, and monetary relief.

Defendants deny liability for all claims alleged in the Lawsuit. Defendants maintain that they are not liable to Plaintiff or Tony Webster, LLC, and have not violated the applicable law.

The Parties have reached an agreement to resolve this matter to avoid the burden and expense of further litigation between the Parties, and the Parties wish to resolve their dispute in an amicable matter. In agreeing to these terms, the Parties, acting by and through their counsel, have engaged in arms' length negotiations and have obtained sufficient information to reliably assess the relative merits of the claims and defenses. Throughout this process, the Parties were represented by counsel knowledgeable in this area of the law.

In consideration of the above recitals, the Parties, intending to be legally bound and in consideration of the mutual covenants and other good and valuable consideration, the sufficiency of which is hereby acknowledged and set forth below, agree as follows:

III. AGREEMENT

1. Monetary Payment.

In exchange for this Agreement and in full and final settlement, compromise, and release of all of Plaintiff Webster's and Tony Webster, LLC's claims they have or may have arising out of or relating to the Requests, Defendants agree to pay Tony Webster, LLC the sum of \$17,000 (the "Settlement Amount"). Tony Webster, LLC agrees to provide any and all forms necessary to facilitate such a payment, including but not limited to an IRS Form W-9, before the process of encumbering funds necessary to make the payment can begin. The Webster Parties shall cooperate with Defendants to facilitate Defendants' timely making the payment to Tony Webster, LLC, including registering with the State of Minnesota's SWIFT payment system if requested by Defendants. The Webster Parties represent and agree that the DEED Parties have made no representations to them as to taxability, tax treatment, or tax consequences of the payment. The Webster Parties agree that the DEED Parties are not responsible for payment of any and all state and federal tax liabilities and penalties, if any, regarding the payments described above, and the Webster Parties agree they will indemnify the DEED Parties for those such state and federal tax liabilities and penalties, if any. Payment under this section is a condition precedent to release. Defendants shall make this payment within 30 business days of the Effective Date of this Agreement and after receiving all necessary forms from Tony Webster, LLC to make the payment, whichever is later.

2. Production of Data to the Webster Parties.

Within 10 business days of the Effective Date of this Agreement, Defendants agree to provide to the Webster Parties the lists of blocked users for the following Twitter accounts: @DEEDLibrarian, @JoinUsMN, @CareerForceMN, @LaunchMN, and @Grove. The Defendants will produce the block lists by sending the JSON data in Text format. In the event that any of the Twitter accounts identified in this paragraph do not have any blocked users, Defendants agree to verify to Plaintiff, in writing, that no such block list exists. Defendants represent, as to the Twitter accounts @JoinUsMN, @CareerForceMN, @LaunchMN, and @Grove, that the lists of blocked users for those accounts are substantially the same as they were at the time of the Requests.

The Webster Parties have already received a block list for the Twitter account @MNDEED from DEED. The Webster Parties consider their Requests as to that account fully resolved, and they do not seek any additional information from the @MNDEED account under the Requests. However, nothing in this paragraph restricts or limits the Webster Parties' rights to make future Data Practices Act requests after the Effective Date for such data.

3. Future Requests for Twitter Block Lists.

DEED and Commissioner Grove agree, for the duration of Commissioner Grove's appointment and any future re-appointment as Commissioner of DEED, to promptly provide a copy of the lists of blocked users from the following Twitter accounts, whenever requested by the Webster Parties, or either of them, as the block lists exist at the time such a request is made: @MNDEED, @Grove, @DEEDLibrarian, @JoinUsMN, @CareerForceMN, and @LaunchMN. If no such block list exists at the time it is requested, DEED and Commissioner Grove will promptly verify that information in writing. This agreement does not require DEED or Commissioner to produce any information or data protected under applicable law at the time of the request. The DEED Parties agree that the Webster Parties have not waived any rights or remedies under the MGDPA with respect to any future Data Practices Act requests made after the Effective Date of the Agreement.

4. Policy Review.

DEED agrees that it will perform a review of its Data Inventory, Policy and Procedure Manual 601: Data Practices, Guide for the General Public, and Guide for Data Subjects, and will implement improvements to its policies and procedures as it deems appropriate, by August 1, 2023.

5. Resolution of Data Practices Requests.

The Webster Parties agree that, upon the DEED Parties' performance of their obligations under paragraph 2 of this Agreement the Requests submitted to the DEED Parties are hereby resolved in full and require no further response from the DEED Parties.

6. Release of Claims and Dismissal with Prejudice.

Webster Parties' Releases: In consideration of the above settlement terms, the sufficiency of which is acknowledged, the Webster Parties hereby fully and completely release and forever discharge the DEED Parties, including all of their past and present agents, representatives, officers, and employees, predecessors, and successors in interest thereof, in their official and individual capacities, from each and every legal claim or demand of any kind arising out of or relating to the Requests or the Lawsuit that Webster Parties ever had or might now have, whether or not any such claim is known to them, including any claims for damages, penalties, attorney's fees, and costs and disbursements. This release specifically includes, without limitation, all claims arising out of or relating to Webster Parties' Requests or the Lawsuit.

DEED Parties' Releases: In consideration of the above settlement terms, the sufficiency of which is acknowledged, the DEED Parties hereby fully and completely release and forever discharge the Webster Parties, including all of their past and present agents, representatives, officers, managers, owners, and employees, predecessors, and successors in interest thereof from each and every legal claim or demand of any kind arising out of or relating to the Requests or the Lawsuit that the DEED Parties ever had or might now have against the Webster Parties, whether or not any such claim is known to them, including any claims for damages, penalties, attorney's fees, and costs and disbursements. This release specifically includes, without limitation, all claims arising out of or relating to Webster Parties' Requests or the Lawsuit.

For the avoidance of doubt, nothing in this Agreement satisfies, resolves, discharges, settles, or releases any liability for any Minnesota Government Data Practices Act requests preceding the Effective Date which the Webster Parties, or either of them, have made to any state agency, department, commission, office, or officer, except to DEED or Commissioner Grove.

The Parties agree to the dismissal with prejudice of the Lawsuit. The Parties authorize their counsel to sign a Joint Stipulation for Dismissal with Prejudice within 5 business days after the Effective Date. Plaintiff's counsel shall cause the stipulation to be filed with the Anoka County District Court.

7. Responsibility for Costs.

The Parties agree that with the exception of the payment outlined in Paragraph 1 of this Agreement, the Parties are not entitled to and shall not seek from any court or from any other Party any other monetary relief or compensation, including damages or other fees, costs, expenses, or disbursements in connection with this Agreement, the Requests, and the Lawsuit; and that each Party is responsible for its own costs, expenses, and attorney's fees.

8. No Representation; Voluntary and Knowing Action.

In making this agreement, the Parties rely wholly upon their own judgment, belief, and knowledge. Except as otherwise explicitly stated in this Agreement, the Parties have not made any representations to the other to induce them to sign this agreement. The Parties acknowledge that they have been represented by counsel and that they have consulted their respective attorneys regarding the terms of this Agreement before signing it. The Parties acknowledge and agree that they have read and understand the terms of this agreement and that they are voluntarily entering into the agreement with full knowledge of its implications. The Parties intend to be bound by this Agreement according to its terms.

9. Release of Information.

The Parties agree that the release of information by DEED Parties, or any other agency or department of the State of Minnesota, about this matter is governed by the MGDPA and the Official Records Act, Minn. Stat. § 15.17 ("MORA").

10. No Admission of Liability.

The Parties agree that this Settlement Agreement is a compromise of disputed claims and that neither the payment described in Paragraph 1 nor the other terms of this Agreement are, or shall be interpreted as, an admission of liability by any of the Parties. Defendants deny all claims asserted by the Webster Parties related to the Requests, and by Plaintiff in the Lawsuit.

11. Joint Drafting.

This agreement shall be deemed to have been jointly drafted by the Parties. Any ambiguous language shall be interpreted as to its fair meaning, and not strictly for or against any party.

12. Choice of Law, Forum, and Severability.

This Agreement is governed by the laws of the State of Minnesota, regardless of the Webster Parties' domicile or status as a resident of any other state. The Parties agree that Minnesota's state courts will have exclusive jurisdiction over any dispute arising out of this Agreement. The provisions of this Agreement shall be severable, and the invalidity or partial invalidity of any portion of this Settlement Agreement shall not invalidate the remainder of the Agreement, and the remainder shall remain in full force and effect.

13. Sole and Entire Agreement.

This Settlement Agreement constitutes the entire agreement of the Parties concerning the subjects contained herein, and no modification of this agreement or other promises or agreements shall be binding unless in writing and signed by all the Parties. No waiver of any of the provisions of this Agreement shall waive any other provisions. Each Party warrants that it has not relied on any promises or representations outside of this Agreement.

14. Enforcement.

This Settlement Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota. Any action to enforce this Agreement shall be adjudicated in the state courts of Minnesota, as described in Paragraph 12.

15. Preservation of Rights.

Nothing in this Agreement shall be construed to deprive Defendants or the State of Minnesota of sovereign immunity, any other governmental immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations applying to this Agreement or afforded to the Defendants or the State of Minnesota by Minnesota law.

16. Warranty.

The persons signing this Agreement warrant that they have full authority to enter into this Agreement on behalf of the Party each represents, and that this Agreement is valid and enforceable as to that Party.

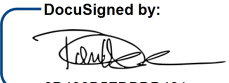
17. Effective Date and Counterparts.

The Effective Date of this Agreement shall be the date on which it is fully executed by all Parties. This Agreement may be executed in multiple counterparts, which shall be construed together as if one instrument. Any Party shall be entitled to rely on an electronic or facsimile copy of a signature as if it were an original. The Parties have caused this Agreement to be signed on the dates opposite their signatures.

[SIGNATURE PAGE FOLLOWS]

TONY WEBSTER

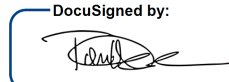
Dated: February 13, 2023

By: 
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Name: Tony Webster

TONY WEBSTER, LLC

Dated: February 13, 2023

By: 
6D498B5FDBDD481...

Name: Tony Webster

Title: Managing Member

MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

Dated: February 10, 2023


By: 

Name: Evan Rowe
(printed)

Title: Deputy Commissioner

STEVE GROVE, IN HIS OFFICIAL CAPACITY AS COMMISSIONER OF THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

Dated: February 10, 2023

By: 

Name: Steve Grove
(printed)

Title: Commissioner