

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (the “Agreement”) is a full and complete settlement of the lawsuit entitled *Center of the American Experiment v. Minnesota Department of Education; Willie Jett, Commissioner, in his official capacity as Responsible Authority*, Case No. 02-CV-24-7000, filed in Anoka County District Court (the “Lawsuit”). The Agreement is made and entered into by and between Plaintiff Center of the American Experiment (“CAE”) and Defendants Minnesota Department of Education (“MDE”) and Willie Jett, in his official capacity as the designated Responsible Authority under the Minnesota Government Data Practices Act (together with MDE, “Defendants”). CAE, MDE, and Commissioner Jett are collectively referred to as the “Parties” herein.

CAE filed the Lawsuit against Defendants on November 27, 2024, alleging that Defendants violated the Minnesota Government Data Practices Act, Minn. Stat. ch. 13 (the “MGDPA”) by failing to timely respond to data requests that CAE made on April 19, 2024 and October 2, 2024 (the “Data Requests”). Through the Lawsuit, CAE seeks injunctive, declaratory, and monetary relief.

Defendants deny liability for all claims alleged in the Lawsuit, maintain that they are not liable to CAE, and maintain that they have not violated the MGDPA.

The Parties have reached the Agreement to resolve this matter to avoid the burden and expense of further litigation between the Parties. 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. Accordingly, 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:

1. In exchange for this Agreement and in full and final settlement, compromise, and release of all of CAE's claims asserted in the Lawsuit or otherwise arising out of the Data Requests, Defendants agree to pay CAE and its counsel the total sum of \$7,000 (the "Settlement Amount"). Defendants shall pay half of the Settlement Amount, or \$3,500, directly to CAE, and the other half, or \$3,500, to CAE's legal counsel, the Upper Midwest Law Center ("UMLC"). Defendants shall make this payment within 30 business days of the date upon which this Agreement is fully executed by all of the Parties and after receiving all necessary forms from CAE and UMLC, whichever is later.

2. CAE and UMLC agree to cooperate with Defendants to facilitate the payment of the Settlement Amount, including through providing any and all forms necessary to facilitate such a payment, including but not limited to an IRS Form W-9, and registering with the State of Minnesota's SWIFT payment system if requested by Defendants.

3. CAE represents and agrees that Defendants have made no representations to them as to taxability, tax treatment, or tax consequences of the payment of the Settlement Amount. CAE agrees that Defendants are not responsible for payment of any and all state and federal tax liabilities and penalties regarding the payment of the Settlement Amount, and CAE agrees they will indemnify Defendants for any such state and federal tax liabilities and penalties.

4. In consideration of settlement terms described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, CAE, for itself, its administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges MDE and Commissioner Jett and/or any

of their past and/or present agents, officers, representatives, and employees from each and every legal claim or demand of any kind arising out of the Data Requests or Lawsuit that CAE ever had or might now have, whether or not any such claim is known to it, including any claims for damages, penalties, attorney's fees, and costs and disbursements. This release specifically includes, without limitation, all claims or potential claims arising out of or relating to the Data Requests or the Lawsuit.

5. In consideration of settlement terms described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Defendants, for themselves, their administrators, representatives, agents, attorneys, successors and assigns, completely release and forever discharge CAE and/or any of its past and/or present agents, officers, representatives, and employees from each and every legal claim or demand of any kind arising out of the Data Requests or Lawsuit that Defendants 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 or potential claims arising out of or relating to the Data Requests or the Lawsuit.

6. For the avoidance of doubt, this Agreement does not satisfy, resolve, discharge, settle, waive, or release any liability for any MGDPA requests which CAE made to any state agency, department, commission, office, or officer, except to MDE and Commissioner Jett.

7. 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 date upon which this Agreement is fully executed by all of the Parties. Plaintiff's counsel shall cause the stipulation to be filed with the Anoka County District Court.

8. 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 Data Requests, and the Lawsuit; and that each Party is responsible for its own costs, expenses, and attorney's fees.

9. 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 the Defendants.

10. The Parties understand that the release of information by Defendants about this matter is governed by the MGDPA and Minn. Stat. § 15.17, et seq. (the "Official Records Act").

11. 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.

12. The Parties were provided with the opportunity to develop and comment on the contents of this Agreement and agree it shall not be construed against one party or another.

13. The Parties agree that this Agreement constitutes the entire agreement between them and no modification of this Agreement and/or other promises or agreements shall be binding unless in writing and signed by all the parties hereto.

14. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. No waiver of any of the provisions of this Agreement shall waive any other provisions.

15. This 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.

16. 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.

17. 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.

18. 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.

CENTER OF THE AMERICAN EXPERIMENT

Dated: 3/11/25

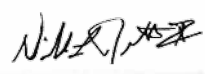
By: 

Name: John Hinderaker

Title: President

MINNESOTA DEPARTMENT OF EDUCATION

Dated: 3/12/25


By: 

Name: Willie L. Jett II

Title: Commissioner

**WILLIE JETT, COMMISSIONER, IN HIS OFFICIAL CAPACITY AS RESPONSIBLE
AUTHORITY**

Dated: 3/12/25

By: 

Name: Willie L. Jett II