

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“**Agreement**”) is made on August 3, 2018 between Daniel Libit (“**Plaintiff**”) and the Board of Regents for the University of New Mexico (the “**University**”) (each a “**Party**” and collectively the “**Parties**”).

WHEREAS Plaintiff filed case no. D-202-CV-2017-01620, captioned Libit v. The University of New Mexico Foundation, Inc. (the “**Lawsuit**”), alleging violations of the Inspection of Public Records Act related to IPRA Requests nos. 16-130, 17-25, and 17-39 (the “**IPRA Requests**”); and

WHEREAS the Parties desire to settle any and all claims by Plaintiff against the University made in the Lawsuit or related to the IPRA Requests, and agree that the settlement documented by this Agreement is the compromise of a disputed claim.

NOW, THEREFORE, the Parties agree as follows:

1. **General Release.** In exchange for the promises made by the University in paragraph 2 below:

- a. Plaintiff, individually and for his heirs and assigns, hereby releases, acquits, and forever discharges the University, its regents, directors, officers, agents, and employees (“**Releasees**”) of and from any and all actions, causes of action, claims, demands, losses, damages, costs, attorney fees, judgments, liens, indebtedness, and liabilities whatsoever, known or unknown, suspected or unsuspected, past, present or future, he has or ever has had against Releasees that were asserted or could have been asserted in the Lawsuit that arise out of or relate to the IPRA Request.
- b. Plaintiff warrants and represents that he has not assigned or transferred, or purported to assign or transfer, any legal rights or claim related to the Lawsuit or the IPRA Requests.

2. **University Settlement Obligations.**

- a. The University will produce an unredacted copy of the redacted documents previously produced in response to the IPRA Requests.
- b. The University will produce emails responsive to the following search criteria:
  - i. Emails to Larry Ryan ([larry.ryan@unmfund.org](mailto:larry.ryan@unmfund.org))
  - ii. Sent between 12/26/16 and 1/1/2017
  - iii. Containing the terms "WisePies" or "Chavez"
  - iv. Found in any of the following email accounts:
    1. Paul Krebs ([pkrebs@unm.edu](mailto:pkrebs@unm.edu))
    2. Brad Hutchins ([hutchins@unm.edu](mailto:hutchins@unm.edu))
    3. Janice Ruggiero ([ruggiero@unm.edu](mailto:ruggiero@unm.edu))
    4. Scott Dotson ([scottd@unm.edu](mailto:scottd@unm.edu))
    5. Kaley Espindola ([kaleyk@unm.edu](mailto:kaleyk@unm.edu))
    6. Ed Manzanares ([edmanz@unm.edu](mailto:edmanz@unm.edu))
- c. The University will pay to Plaintiff's attorneys, at the law firm Freedman Boyd Hollander Goldberg Urias & Ward, P.A., the sum of \$35,000 (the "Settlement Consideration").

3. **Stipulation of Voluntary Dismissal.** The Parties agree that they will seek an Order or make other appropriate filing to effect dismissal with prejudice of the Lawsuit and all actions which are or might have been contained therein as well as any related claims that the Plaintiff could have asserted. Such Order or filing shall be submitted no later than twenty (20) days, from the date that the final payment of the Settlement Consideration set forth in paragraph 2 is received by Plaintiffs' attorney.

4. **No Admission.** By entering into this agreement, the Parties do not admit any violation of any local, state, or federal law, either common or statutory. Neither the execution of this Agreement nor the consideration provided for herein shall constitute or be construed as

an admission by any party of any fault, wrongdoing or liability, whatsoever. The Parties acknowledge that all such liability is expressly denied.

5. **Interpretation and Enforcement.** This Agreement shall be interpreted, enforced and governed by and under the laws of the State of New Mexico. The State of New Mexico shall be the sole and exclusive forum for any controversy or claim arising under or in connection with this Agreement, or in connection with the validity, construction, performance, or breach of this Agreement.
6. **Valid and Enforceable Agreement.** All Parties to this Agreement have had an equal opportunity to comment on the wording of this Agreement and to retain counsel for or against any Party by reason of that Party's proposal or authorship of any wording in the Agreement.
7. **Understanding of the Terms of this Agreement.** The undersigned have completely read the terms of this valid and enforceable Agreement and fully understand the terms therein and voluntarily accept those terms for the purpose of making a full and final compromise, adjustment and settlement of all claims, disputed or otherwise, on account of the matters and things above mentioned.
8. **Counterparts.** This agreement may be executed in one or more counterparts, each of which shall be binding and enforceable as an original, and electronic or facsimile signatures will be deemed valid as originals.
9. **Complete Agreement.** This Agreement contains the entire agreement between the Parties. No promises, warranties, or inducements have been made to the Parties other than those that appear on the face of this Agreement and the Parties affirmatively state that they have not relied on any agreement, warranty, statement, or inducement in entering into this Agreement other than the promises contained in writing in this Agreement. The Parties further state that they understand that the terms of this Agreement may not be modified, altered, or waived except by a subsequent written document executed by properly authorized agents of each Party.

[ SIGNATURES FOLLOW ON NEXT PAGE ]

IN WITNESS THEREOF, the parties have executed this Agreement as of the date set forth above and below.

PLAINTIFF

By: *Daniel Libit*  
Daniel Libit



STATE OF IL )  
 ) ss.  
COUNTY OF Cook )

This instrument was acknowledged before me on this 6 day of ~~August~~<sup>September</sup>, 2018, by Daniel Libit.

*Laura Hebden*  
NOTARY PUBLIC

My Commission Expires:  
July 31, 2022

UNIVERSITY OF NEW MEXICO

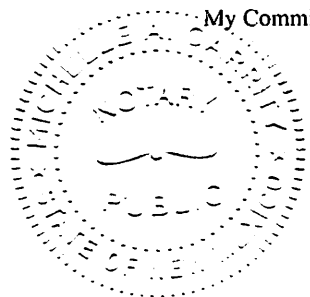
By: \_\_\_\_\_  
TBD

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this \_\_\_\_\_ day of August, 2018, by TBD.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



UNIVERSITY OF NEW MEXICO

By: Garnett S. Stokes

Garnett S. Stokes, President of University of New Mexico

STATE OF NEW MEXICO )

) ss.

COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this 13<sup>th</sup> day of September 2018, by President Garnett Stokes.

Michelle A. Garrity  
NOTARY PUBLIC

My Commission Expires:

September 21, 2021

