

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into effective October 1, 2018 (the “Effective Date”), between Wade Robinson (“Robinson”) and Wichita State University (“WSU”), and hereafter collectively referred to in this Agreement as “the Parties.”

WHEREAS, in 2015, Robinson submitted certain open records act requests to WSU and has filed an action in the Eighteenth Judicial District, District Court, Sedgwick County, Kansas, Case No. 18 CV 652, (hereafter the “Lawsuit”), alleging that two of the requests were not complied with by WSU.

WHEREAS, the two KORA requests at issue in the Lawsuit are referred to therein as “The Registry Request” and “The Residential Hall RFQ Request”; and

WHEREAS, in order to avoid further litigation and expense, the Parties hereto have agreed to a settlement of any and all claims relating to this matter on the terms set forth below:

AGREEMENT

1. WSU shall pay the total sum of \$5,000.00 within 10 days of the execution of this Agreement to Brown & Curry, LLC to reimburse attorney’s fees with respect to this lawsuit.
2. As part of the terms of this settlement, WSU agrees to produce documents responsive to The Residential Hall RFQ Request (subject to any redactions for confidentiality or personal information as allowed by the Kansas Open Records Act), without the requirement of an additional or new open records act request. Such documents will be produced contemporaneously with the execution of this Agreement.
3. In addition, as part of the terms of this settlement, WSU hereby represents that (1) WSU conducted a search for records responsive to Plaintiff’s Registry Request, as modified by the Parties, by contacting the people believed to have custody of any such records and by

November 5, 2015 all of the documents responsive to The Registry Request that were located at the time of the request were produced; and (2) at the time Robinson requested records relating to The Residential Hall RFQ Request, WSU understood those records were subject to an exemption from production under the Kansas Open Records Act. At this time, however, that exemption is no longer applicable, and WSU will contemporaneously with the execution of this agreement provide all records it was able to locate after a reasonable search in response to The Residential Hall RFQ Request (subject to any redaction's for confidentiality or personal information as allowed by the Kansas Open Records Act), without requiring an additional open records act request.

4. Upon payment of the consideration herein, the Parties authorize and direct their counsel to file a journal entry of dismissal with prejudice in this matter with each party to bear their own costs and attorney fees except as set forth herein regarding the payment under this agreement.

5. WSU has specifically denied any allegations that it failed to comply with the Kansas Open Records Act and this settlement is being entered into as a compromise by the parties to avoid further litigation and attorney's fees/expenses by both parties. WSU has agreed to pay the consideration herein solely to resolve this litigation and avoid further attorney's fees and expenses in defense of the claims.

6. No representations or promises have been made to or relied upon by the Parties, or by any person acting for or on their behalf in connection with the subject matter of this Agreement, which are not specifically set forth in this Agreement. This Agreement contains all of the terms and conditions agreed upon by the Parties. No promises or representations have been made by the Parties other than as set forth in this Agreement. All representations, prior agreements, and

promises made by any Party to another, whether in writing or orally, are understood by the Parties to be merged in this Agreement, which Agreement may not be orally modified.

7. Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. This Agreement shall be governed by the laws of the state of Kansas and any action relating to this Agreement or the enforcement hereof shall be brought only in the state or federal courts sitting in Wichita, Kansas.

8. This Agreement shall be binding on and shall inure to the benefit of the Parties heirs, successors, and assigns.

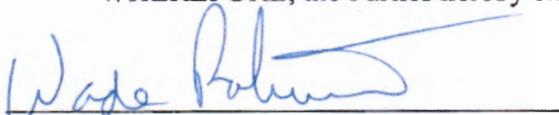
9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original Agreement, but all of which shall be considered one instrument. Fax or scanned signatures shall be considered the same as an original signature to bind the Parties.

10. Each person signing this Agreement on behalf of a party or parties represents and warrants to the other party that he is duly and fully authorized to enter into and execute this Agreement and that all of its terms are binding on behalf of himself and the party for which he purports to act.

11. This Agreement shall be interpreted as if drafted by all Parties.

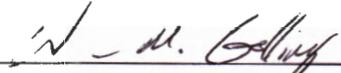
12. The Parties have carefully read this Agreement and consulted with their respective attorneys. They understand the contents of this Agreement, and sign this Agreement as their free act and deed.

WHEREFORE, the Parties hereby enter into this Agreement with their signatures below:


Wade Robinson

Date: 10-1-18

Wichita State University

By: 

Title: Werner M. Golling
Vice President for Finance and Administration

Date: 10/4/18