

SETTLEMENT AGREEMENT AND RELEASE

This Mutual Release and Settlement Agreement ("Agreement") is made between Petitioners-Respondents Clean Wisconsin, Inc., Lynda Cochart, Amy Cochart, Roger DeJardin, Sandra Winnemueller, and Chad Cochart, for themselves and their heirs, assigns, officers, and employees ("Petitioners"), on the one hand; and the Wisconsin Department of Natural Resources ("DNR") and its officers, employees, heirs, and assigns (collectively, "Respondents"), on the other.

WHEREAS, Petitioners filed a petition for judicial review of DNR's decision to issue a permit to Kinnard Farms, Inc., pursuant to the Wisconsin Pollution Discharge Elimination System, which petition was adjudicated in Dane County Circuit Court Case No. 15CV2633.

WHEREAS, the court in Case No. 15CV2633, following entry of judgment, entered an award of attorney fees and costs for Petitioners, along with interest on those fees and costs. That award is currently on appeal in Case No. 16AP2502. The fee and cost award, including the award of interest, along with the associated appeal in 16AP2502, will be collectively referred to as the "Fee Award".

WHEREAS, Petitioners and Respondents desire to settle the Fee Award without the cost, expense, and uncertainty of further proceedings and without admission of fault, correctness, or liability;

NOW THEREFORE, in consideration of the monies, mutual promises, and covenants contained herein, the Parties agree as follows:

1. SETTLEMENT AMOUNT. Respondent agrees to pay the amount of Thirty Thousand Dollars (\$30,000.00) to Petitioners (the "Settlement Payment"). Respondent shall arrange for the full payment of this amount via a single check made payable to Midwest Environmental Advocates no later than July 1, 2019. Petitioners understand and agree that they are responsible for any possible state or federal taxes that might later be determined to be owed on their respective portions of the Settlement Payment.

2. DISMISSAL OF ACTIONS. Respondent, by its counsel, agrees to move to dismiss or withdraw its appeal in Case No. 16AP2502. Respondent, by its counsel, shall file a notice of voluntary dismissal or motion to dismiss within ten (10) days after the execution of this Agreement.

3. SATISFACTION OF CLAIMS. In exchange for the consideration listed above, Petitioners agree that the judgment in Dane County Circuit Court Case No. 15CV2633 is fully satisfied. Petitioners agree to execute and file the attached Satisfaction of Judgment in Dane County Circuit Court Case No. 15CV2633 within five (5) business days after receipt of the funds listed above. Petitioners hereby release and forever discharge Respondent, its officers, agents, employees, successors, personal representatives, and insurers (the "Released Parties") from any and all manner of action or actions (including cause or causes of action, suits, debts, covenants, agreements, liabilities, rights, damages, costs, claims of interest, awards of attorney fees, claims and demands of every kind and nature whatsoever, in law or equity, whether based on State or Federal law), relating to the Fee Award.

4. SCOPE OF AGREEMENT. This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.

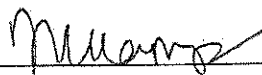
5. COMPROMISE OF DISPUTED CLAIMS. This Agreement is a full, final, and complete compromise of disputed claims. It is understood and agreed by the undersigned that this settlement is the compromise of a disputed claim, that any payment made hereunder is not to be construed as an admission of liability on the part of the Released Parties herein, and that the Released Parties deny liability or wrongdoing and intend merely to avoid continued litigation and buy their peace.

6. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts. Signatures transmitted by electronic means or facsimile are valid as original signatures.

7. REVIEW. This Agreement contains the entire agreement between the parties and may be modified only by written agreement of the parties. By signing below, counsel represent that they have the authority to enter into this Agreement.

8. PUBLIC RECORD. The Parties and their agents recognize that this settlement agreement is a public document and is subject to Wisconsin's Public Records Law.

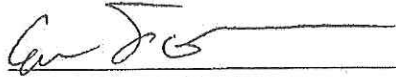
Dated this 30th day of April, 2019.



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Dated this 1st ^{May} day of ~~April~~, 2019.

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