

SETTLEMENT AGREEMENT AND RELEASE

Plaintiff Ryan Scoville and Defendant U.S. Department of State (the “Parties”), out of a mutual desire to resolve all of the claims in the case captioned *Ryan Scoville v. U.S. Department of State*, No. 2:22-cv-00091 (E.D. Wis.) (the “Action”), and any other claims, complaints, or issues as described in Paragraph 5 below, without the need for further litigation and without any admission of liability, hereby stipulate and agree as follows:

1. In consideration of Plaintiff’s agreement to dismiss his claims in the Action with prejudice as described in Paragraph 3, below, Defendant U.S. Department of State (“State” or “the Department”) agrees (A) to request (“OGIS Request”), within 14 (fourteen) days of dismissal, that the Office of Government Information Services (“OGIS”) of the National Archives and Records Administration (“NARA”) conduct an independent, systematic and non-binding review of the Defendant’s FOIA policies, procedures, and operations, and identify recommended improvements (the “OGIS Review”), which OGIS Review is further described in Subparagraph 1.a; (B) to prepare a backlog reduction plan as further described in Subparagraph 1.b; and (C) to undertake the further actions set forth in Subparagraph 1.c. Defendant further agrees to pay \$150,000 (the “Payment”) in resolution of Plaintiff’s claims for fees and costs in the Action, as further set forth in Paragraph 4.

a. The Parties set forth the following understandings regarding the OGIS Review:

- i. Defendant will notify Plaintiff when the OGIS Request has been sent. The OGIS Request is attached at Attachment 1.
- ii. The Parties anticipate that OGIS’s review will begin in Fiscal Year 2026 and will take approximately 4-6 months to complete. The exact timeline will be subject to OGIS’s approval and

availability.

- iii. OGIS's review will assess sub-components within the Department that process and respond to FOIA requests (specifically the Information Access Programs Directorate (A/SKS/IAP) and those within the Bureau of Consular Affairs, which include Visa Services (CA/VO), Overseas Citizens Services (CA/OCS), and Passport Services (CA/PPT)), except for the Departments' Office of Inspector General (OIG).
- iv. The parties understand that OGIS will follow its standard compliance review process and will request to review the same types of information typically requested of any other agency during this process.
- v. The Department reserves the right to negotiate specific terms of OGIS access to privileged, non-public, or classified information, in accordance with OGIS's standard procedures for accessing such information, and does not agree to the waiver of any privilege through this Agreement or by sharing information with OGIS.
- vi. The Parties agree that nothing in this Agreement is intended to expand or narrow the scope of OGIS's review or alter OGIS's methodology to beyond OGIS's standard review process or assessment. To the extent any language in the above goes beyond or narrows OGIS's standard review process and

assessment, that language is null and void.

- vii. Pursuant to its usual process, after conducting its assessment, OGIS will provide a written report outlining its non-binding findings and recommendations, which will be shared with State before publication on the OGIS website. State will be allowed an opportunity to correct any errors in the report and to ensure protection of privileged or non-public information.
- viii. The final report will be published on OGIS's website. State agrees to post a link to a PDF of the report and related recommendations on the Agency's FOIA Reports page within 15 (fifteen) days of the report's publication and through the end of fiscal year 2031.
- ix. Defendant agrees to make a good faith effort to implement OGIS's recommendations based on OGIS's initial review and to incorporate any necessary changes to its FOIA program and backlog reduction plan as indicated below in Subparagraph 1.b. To that end, for each budget cycle from 2028 to 2030, the Bureau of Administration will seek funding, through available mechanisms, necessary to implement OGIS's recommendations. For the avoidance of doubt, Defendant cannot commit to taking any actions or implementing any recommendations that require resources that are not provided to it.
- x. Defendant will report on its efforts to implement each

recommendation in its 2027-2031 Chief FOIA Officer Reports, including where Defendant has not been able to implement recommendations, and why.

- xi. If Defendant has been unable to address or implement any recommendations within 30 days of publishing its 2031 Chief FOIA Officer Report, Defendant will request a follow-up meeting between Defendant and OGIS, which will be limited to a discussion of those recommendations. Defendant will ask OGIS to provide additional guidance or best practices that have been developed since the initial recommendations that were made, if possible. After any such follow-up discussion, the Department will further report on the status of the remaining recommendations in its 2032 Chief FOIA Officer Report.
- b. Defendant agrees to publish a backlog reduction plan in its 2026-2031 Chief FOIA Officer Reports that is consistent with the provisions set forth in DOJ/OIP's August 22, 2025, Guidance on Backlog Reduction Plans and incorporates OGIS recommendations as stated in Subparagraph 1.a, above.
- c. Defendant further agrees to the following:
 - i. Defendant will work with the Department of Justice's Office of Information Policy to disaggregate its data for the Annual FOIA Report and Quarterly Report beginning in FY 2026, to include disaggregated data for CA/VO and CA/OCS. Given that

Defendant does not oversee FOIA.gov, Defendant is not bound by any time constraints on implementing this change nor does Plaintiff have any recourse on the failure to successfully implement this change within a certain timeframe.

- ii. By the end of FY 2026, Defendant agrees to undertake the following activities related to the FOIA Advisory Committee's recommendations in its June 13, 2024, Final Report and Recommendations:

- 1. In letter responses for cases that are not in litigation, Defendant agrees to provide the analyst's first name and first initial of last name (e.g., Mary S.) and the group mailbox FOIA_Inquiry@state.gov that requesters can use if they have questions or discuss their request.
- 2. Defendant agrees to develop protocols for determining when an interim response is appropriate and providing such responses, in accordance with OGIS FOIA Advisory Committee Recommendation 2024-03. Defendant will incorporate into its standard FOIA training instructions to provide interim responses when feasible. The parties agree that Defendant will not provide interim responses for every request.

- d. Defendant shall have no further obligation under this Agreement after issuing its 2031 Chief FOIA Officer Report, subject to Subparagraph

1.a.xi above.

2. The Parties acknowledge that OGIS and NARA are not parties to this Agreement. No provision of this Agreement shall be enforceable against OGIS or NARA, nor shall any court have jurisdiction to compel OGIS or NARA to undertake any action contemplated by this Agreement. Nothing in this Agreement shall be construed as creating any rights, obligations, commitment, duty, or expectation or causes of action enforceable against OGIS, NARA, or any of their officers, employees, and agents. OGIS's role shall be limited to conducting any review it independently undertakes and issuing any recommendations it independently elects to make. OGIS shall have no obligation to monitor, evaluate, certify, verify, audit, or report on Defendant's compliance with this Agreement. OGIS draft reports, working papers, notes, internal communications, and deliberative materials remain subject to all applicable privileges and protections and are not incorporated into this Agreement. OGIS retains sole discretion regarding whether to accept, conduct, scope, modify, delay, suspend, or terminate any review request and whether to participate in any consultation, meeting, review, assessment, or follow-up activity following the publication of Defendant's 2031 Chief FOIA Officer Report. The Parties agree that neither party will seek testimony, declarations, depositions, interrogatory responses, document production, or other discovery from OGIS, NARA, or their current or former officers, employees, or agents concerning OGIS's review, findings, recommendations, draft reports, communications, deliberations, implementation-related discussions, or any activities arising from or relating to the review contemplated by this Agreement.

3. Within 30 (thirty) days of the execution of this Agreement, Plaintiff agrees to have his counsel execute a Stipulation of Dismissal with Prejudice of the Action in its entirety

pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure. Counsel for Plaintiff agrees to file the Stipulation of Dismissal with the Court in the Action. A copy of the Stipulation of Dismissal with Prejudice is attached to this Agreement at Attachment 2.

4. The Payment shall constitute full and final satisfaction of any and all of Plaintiffs' claims for attorney's fees, costs, and litigation expenses in the Action, and is inclusive of any interest. Upon dismissal of the litigation, Plaintiff shall promptly provide to Defendant's counsel the financial information necessary to effectuate payment. Defendant will use its best efforts to transmit such payment to Plaintiff within 30 days of receiving this information.

5. Plaintiff, for himself and his administrators, heirs, representatives, successors, or assigns, hereby releases and forever discharges Defendant, and all of its components, offices or establishments, and any current or former officers, employees, agents, or successors of any such components, offices or establishments, either in their official or individual capacities, from any and all claims, demands, and causes of action of every kind, nature or description that arise out of events or omissions occurring prior to the execution of this Agreement, whether currently known or unknown, which Plaintiff may have had, may now have, or may hereafter discover that were or could have been raised in the Action, or that arose out of or are connected with the allegations contained in Plaintiff's Complaint in the Action.

6. This Agreement has been entered into by Plaintiff and Defendant solely for the purposes of compromising disputed claims without further legal proceedings and avoiding the expense and risk of litigation. Therefore, this Agreement is not intended to be and shall not be deemed an admission by either party of the merit or lack of merit of the opposing party's

claims and defenses.

7. This Agreement shall not be construed as evidence or as an admission regarding any issues of law or fact, or regarding the truth or validity of any allegation or claim raised in the action, or as evidence or as an admission by the Defendant regarding Plaintiff's entitlement to damages, attorney's fees, or other litigation costs under the any statute, or as any admission of liability or fault. This Agreement shall not be used in any manner to establish liability for damages, fees, amounts, or hourly rates in any other case or proceeding. None of the terms of the Agreement may be offered or received in evidence in any civil, criminal, or administrative action other than proceedings permitted by law, if any, that may be necessary to consummate or enforce this Agreement.

8. The terms of this Agreement constitute the entire agreement between the Parties entered into in good faith, and no statement, remark, agreement or understanding, oral or written, which is not contained therein, shall be recognized or enforced. No promise or representation not contained in this Agreement has been made, except as set forth herein, and no representation or understanding, whether written or oral, that is not expressly set forth herein shall be enforced or otherwise be given and force or effect.

9. This Agreement cannot be modified or amended except by an instrument in writing, agreed to and signed by the Parties, nor shall any provision of this Agreement be waived other than by a written waiver, signed by the Parties.

10. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, successors, assigns and personal representatives, including any persons, entities, departments or agencies succeeding to the interests or obligations of the Parties.

11. Plaintiff acknowledges that he has discussed this Agreement with his counsel, who has explained these documents to him and that he understands all of the terms and conditions of this Agreement. Plaintiff further acknowledges that he has read this Agreement, understands the contents thereof, and executes this Agreement of his own free act and deed.

12. This Agreement may be executed in counterparts and is effective on the date by which all Parties have executed this Agreement. Facsimiles and PDF versions of signatures will constitute acceptable, binding signatures for purposes of this Agreement.

13. This Agreement shall be considered a jointly drafted agreement and shall not be construed against any party as the drafter.

14. Compliance with all applicable federal, state, and local tax requirements shall be the sole responsibility of Plaintiff. The Parties agree that nothing in this Agreement waives or modifies federal, state, or local law pertaining to taxes, offsets, levies, and liens that may apply to this Agreement or the settlement proceeds, and that Plaintiff is executing this Agreement without reliance on any representation by Defendant as to the application of any such law.

SO STIPULATED AND AGREED.



Ryan Scoville
Plaintiff

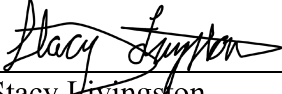
Dated: 8/17/26



Hunter Van Asten
GODFREY & KAHN, S.C.
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Dated: 8/12/2026

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Dated: 8/17/26

CHRISTOPHER
LYNCH

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Christopher M. Lynch
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Dated: _____