

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) was entered into in the Commonwealth of Virginia, on the 23rd day of January, 2026, by and among Invisible Institute and Tom Nash (“Petitioners”) and the Virginia Department of Criminal Justice Services (“Respondent” or “DCJS”). Petitioners are represented by Lin Weeks and Ian Kalish of the University of Virginia School of Law First Amendment Clinic, which is administered by the Reporters Committee for Freedom of the Press. The Office of the Attorney General of Virginia represents Respondent.

I. Recitals

1. This litigation arises from Petitioners’ March 9, 2023, request to DCJS under the Virginia Freedom of Information Act (“VFOIA”) for records containing, among other things, the full name, department or agency of employment, date of birth, city or zip code of residence, and previous employment information of every active and inactive law enforcement officer and corrections officer (“criminal justice professional”) in Virginia.

2. On September 19, 2024, Petitioners filed a Petition for Writ of Mandamus in Richmond City Circuit Court styled *Invisible Institute & Tom Nash v. Virginia Department of Criminal Justice Services*, No. CL24-3925 (“Petition”), arising from the March 9, 2023 request and DCJS’s responses to that request. References to the Petition include Petitioners’ memorandum in support of the Petition and all other pleadings and documents Petitioners filed in support of the Petition. The Petition is still pending.

3. In October of 2025, the parties reached an agreement to resolve the Petition and its underlying request, the terms of which appear in the following Parts.

5. As used herein, the term “Released Parties” includes the Commonwealth of Virginia (“Commonwealth”), DCJS and all current and former employees of DCJS, and all of the Commonwealth’s political subdivisions, agencies, agents, departments, instrumentalities, insurers, current and former officers, current and former employees, contractors, and any other person or entity for which the Commonwealth may be liable for any claim related to the allegations made by Petitioners in the Petition.

6. Petitioners and Respondent desire to enter into this Agreement to settle and fully and finally resolve any and all claims that Petitioners asserted in the Petition or that Petitioners could have asserted against Respondent relating to their Virginia Freedom of Information Act request of March 9, 2023 for records, subject to the terms and conditions set forth herein. This Agreement neither restricts nor inhibits Petitioners from submitting, or litigating claims related to, any future VFOIA requests as described in Part II. 2, below.

II. Specified Terms and Conditions

1. It is understood by Petitioners that the terms, including the payment, set forth in the Agreement are not an admission of liability or an admission that the records in dispute were subject to mandatory disclosure under the Virginia Freedom of Information Act. Respondent expressly maintains that criminal justice professionals’ dates of birth, birth years, employment history, certification and training information, and city and/or zip code of residence may properly be withheld pursuant to Virginia Code § 2.2-3705.1(1)’s personnel exemption. Additionally, Respondent expressly denies any liability and denies any wrongdoing or negligence of any kind whatsoever in connection with any and all of the allegations set forth in the Petition. This settlement is of a disputed claim, solely to avoid the cost and risk of litigation.

2. It is understood by the Petitioners and Respondent that the Agreement shall not be construed to limit Petitioners' right to make requests pursuant to VFOIA to DCJS, or any other of the Released Parties, in the future, nor does the Agreement limit Petitioners' ability to litigate claims related to such future requests, including requests for the same information or categories of information sought in the request underlying the Petition. This agreement shall not constitute a waiver of any of Petitioners' future rights under VFOIA.

3. DCJS shall provide to Petitioners the previously withheld names of criminal justice professionals for Hanover County and Chesterfield County once and if there are final appellate decisions regarding *Minium v. Hines*, No. CL23-3560-00 (Hanover Cnty. Cir. Ct.) and *Minium v. Chesterfield County*, No. CL23W-2798 (Chesterfield Cnty. Cir. Ct.) that are consistent with the release of the names and the appeal rights of those entities have expired. DCJS shall provide these names within 30 days of receiving notice that the appellate rights of Hanover County and/or Chesterfield County have expired.

4. DCJS will produce to Petitioners, through their counsel, certain prior employment history information of active and inactive criminal justice professionals in addition to the information provided to Petitioners in the spreadsheets produced on April 30, 2025, and May 14, 2025. Specifically, to the extent that such information is in DCJS's TRACER database, DCJS will provide Petitioners with current information regarding prior employing agencies, including position(s) held and dates of employment, and the hire dates for the current employing agencies. 14 days after the parties have fully executed the Agreement, DCJS will produce to Petitioners the updated spreadsheet with the prior employment history for the active criminal justice professionals. 28 days after the parties have fully executed the Agreement, DCJS will produce to Petitioners the updated spreadsheet with the prior employment history for the inactive criminal

justice professionals. These spreadsheets will contain information from the TRACER database that is current as of the full execution of this Agreement.

5. It is understood by Petitioners and Respondent that DCJS will not be producing any other information requested by Petitioners in the Petition or in the request underlying the Petition as part of the Agreement, including but not limited to criminal justice professionals' dates of birth, birth years, certification and training information, and city and/or zip code of residence.

6. Respondent will pay Petitioners' counsel the sum of two thousand six-hundred and three dollars (\$2,603.00) as described in Part IV below, which represents a compromise of Petitioners' claim for attorney fees and costs pursuant to Virginia Code § 2.2-3713(D) in connection with the Petition.

7. Petitioners and the Released Parties may release any information required to be released by operation of law or court order, including but not limited to the Virginia Freedom of Information Act and any tax or financial reporting laws.

8. Respondent represents that it has secured the requisite approvals required by Virginia Code § 2.2-514.

III. Full Release and Waiver of Claims

1. Contingent on and in consideration of the payment set forth in Part IV below and DCJS providing the additional information identified in Part II. 4. above, Petitioners hereby fully and finally release and forever discharge the Released Parties as defined above from any and all debts, claims, demands, damages, costs, losses, expenses, and actions, including actions arising under the Virginia Freedom of Information Act and claims for attorneys' fees, arising from the Virginia Freedom of Information Act request described in the Petition. This release neither restricts

nor inhibits Petitioners from submitting, or litigating claims related to, any future Virginia Freedom of Information Act requests as described in Part II. 2, above.

2. Petitioners, through counsel, agree that they will request the dismissal with prejudice of the Petition contingent upon the receipt of the payment set forth in Part IV below and the information set forth in Part II. 4. above.

IV. Payment

1. DCJS shall pay the Petitioners and their attorneys the total sum of two thousand six-hundred and three dollars (\$2,603.00) (the “Settlement Payment”) within forty-five (45) days following the complete execution of this Agreement by all parties and obtaining the approvals specified in Part II. 8. above. The Settlement Payment shall be delivered in one check to Petitioners’ counsel, Ian Kalish and Lin Weeks, at the Reporters Committee for Freedom of the Press, 1156 15th Street NW, Suite 1020, Washington, D.C. 20005. The check shall be made payable to “Reporters Committee for Freedom of the Press.” Petitioners’ counsel must complete a substitute Commonwealth of Virginia W-9 form and provide it to counsel for Respondent prior to the Settlement Payment check being issued. The Released Parties bear and assume no responsibility for disbursement of funds after delivery of the Settlement Payment check to Petitioners’ counsel.

2. All Petitioners’ costs, expenses, liens, and attorneys’ fees arising out of the Petition or the events alleged therein are to be paid by Petitioners or Petitioners’ counsel from the Settlement Payment. If money is owed to satisfy an outstanding cost, lien, litigation expense, or fee, the payment shall be made from the settlement proceeds before being distributed to Petitioners. The Released Parties, however, are responsible for payment of their own costs and attorneys’ fees, which shall not be deducted from the Settlement Payment. Petitioners expressly acknowledge and

agree that the Released Parties and all people and entities released herein shall bear no responsibility for any additional payments, fees, costs, or expenses.

3. The Released Parties shall under no circumstances be required to contribute more than the agreed upon \$2,603.00.

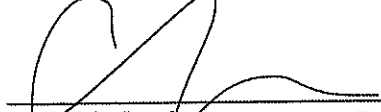
V. Entire Agreement

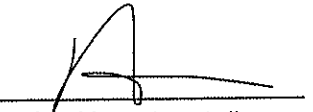
1. This document constitutes the entire agreement between Petitioners and Respondent.

2. Modifications to this Agreement shall only be made in writing signed by the parties or the parties' authorized agents.


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SIGNATURES OF PETITIONERS


Invisible Institute


Chaclyn Hunt, legal director

Date: 1/5/206


Tom Nash

Date: 1/3/26

SIGNATURE OF RESPONDENT

A handwritten signature in black ink that reads "Ashaki McNeil". The signature is written in a cursive style and is positioned above a horizontal line.

Ashaki McNeil, Director
Virginia Department of Criminal Justice Services
1100 Bank Street
Richmond, Virginia 23219

Date: 1-23-26