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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF WASCO

In the Matter of:  
CITY OF THE DALLES, an Oregon  
municipal corporation,  
  
Plaintiff,  
  
vs.  
MICHAEL ROGOWAY and ADVANCE  
LOCAL MEDIA LLC (dba "Oregonian  
Media Group")  
  
Defendants.

No. 21CV42306  
**STIPULATED GENERAL JUDGMENT OF  
DISMISSAL**

Based upon the stipulation of the parties in this case, and as evidenced by the signatures  
of their attorneys set forth below and the settlement agreement attached to this Judgment as  
Exhibit A, and the court being fully advised,

IT IS HEREBY ORDERED AND ADJUDGED that this case is dismissed with prejudice  
and without costs, disbursements, or attorney fees to any party.

SUBMITTED BY:  
s/ Nathan D. Sramek  
Nathan D. Sramek, OSB #140173  
Email: nsramek@schwabe.com  
SCHWABE WILLIAMSON & WYATT, P.C.  
*Of Attorneys for Plaintiff city of The Dalles*

AND BY:  
s/Ellen Osoinach  
Ellen Osoinach, OSB# 024985  
E-Mail: [eosinach@rcfp.org](mailto:eosinach@rcfp.org)  
*Attorneys for Defendants*

1 **CERTIFICATE OF READINESS**

2 **(UTCR 5.100(2))**

3 This proposed order or judgment is ready for judicial signature because:

4  Each opposing party affected by this order or judgment has stipulated to the order  
5 or judgment, as shown by each opposing party's signature on the document being  
6 submitted.

7  Each opposing party affected by this order or judgment has approved the order or  
8 judgment, as shown by signature on the document being submitted or by written  
9 confirmation of approval sent to me.

10  I have served a copy of this order or judgment on all parties entitled to service,  
11 and:

12  No objection has been served on me.

13  I received objections that I could not resolve with the opposing party  
14 despite reasonable efforts to do so. I have filed a copy of the objections I  
15 received and indicated which objections remain unresolved.

16  After conferring about objections, [role and name of opposing party]  
17 agreed to independently file any remaining objection.

18  The relief sought is against an opposing party who has been found in default.

19  An order of default is being requested with this proposed judgment.

20  Service is not required pursuant to subsection (3) of this rule, or by statute, rule,  
21 or otherwise.

22  This is a proposed judgment that includes an award of punitive damages and  
23 notice has been served on the Director of the Crime Victims' Assistance Section as  
24 required by subsection (4) of this rule.

25 DATE: December 14, 2022

26 *s/ Nathan D. Sramek*

Nathan D. Sramek, OSB #140173

## SETTLEMENT AGREEMENT

This Settlement Agreement (“**Agreement**”) is entered into this 13th day of December, 2022, regardless of the date signed (the “**Effective Date**”), by and between the City of The Dalles, an Oregon municipal corporation (the “**City**”), and Advance Local Medial LLC, a New York limited liability company, doing business as the Oregonian Media Group (“**ALM**”).

**WHEREAS**, on September 24, 2021, ALM submitted a public records request (the “**Request**”) to the City under the Oregon Public Records Law, ORS 192.311 to ORS 192.478 (the “**OPRL**”), seeking disclosure of the annual amount of water the City distributed to Design LLC, an industrial water user, in 2020. The City denied the Request.

**WHEREAS**, the City and ALM are parties to a lawsuit captioned *City of The Dalles v. Advance Local Medial LLC*, in the Circuit Court of the State of Oregon for the County of Wasco, Case No. 21CV42306 (the “**Lawsuit**”), in which the City and ALM each sought injunctive and declaratory relief related to the City’s denial of the Request;

**WHEREAS**, the parties, without admitting fault or liability in any way, wish to resolve the Lawsuit to avoid the continuing expense, inconvenience, and distraction of litigation;

**WHEREAS**, following negotiations in which both parties have been represented by its own counsel, the parties have agreed to settle, compromise, and resolve the Action on the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Disclosure of Annual Water Usage.

1.1 Definition of Annual Water Usage. As used in this Agreement, “**Annual Water Usage**” shall mean the amount the aggregate total of all water meter readings for utility accounts associated with Design LLC in a calendar year and disclosed as a single, aggregate number.

1.2 Disclosure of Historical Data. At any time prior to the Effective Date but no later than one day after the Effective Date of this Agreement, the City will disclose to ALM the total Annual Water Usage for each of the following calendar years: 2012 through 2021.

1.3 Disclosure of Future Data. Subject to and without waiving its obligation to comply with the OPRL, if the City receives a request for public records related to Annual Water Usage in future calendar years, the City will disclose the Annual Water Usage for the calendar year covered by the request. Notwithstanding the disclosure contemplated by this paragraph, the City may identify and assert any exemption from disclosure under the OPRL that applies to public records otherwise responsive to the request, specifically including any public records exempt from disclosure as trade secrets under ORS 192.345(2) and ORS 192.355(9)(a).

## 2. Resolution of Lawsuit.

2.1 Dismissal. Contemporaneously with the execution of this Agreement, the City and ALM shall file the Agreement as an attachment to a Stipulated Judgment of Dismissal with Prejudice, dismissing the Litigation with prejudice and without attorney fees or costs to either party.

2.2 Payment of Attorney Fees. No later than 30 days from the Effective Date, the City shall pay ALM the total sum of \$53,173 representing ALM's attorney fees and costs incurred in this matter, to which ALM would be entitled under the OPRL. Payment of this amount shall be made to Reporters Committee for Freedom of the Press and sent to 1156 15<sup>th</sup> St. NW, Ste. 1020, Washington, D.C., 20005.

2.3 Release of Claims. In exchange for the promises set forth in this Agreement, including the payment contemplated in Paragraph 2.2, ALM agrees to waive, release, and discharge the City from any claims or liability related to the Request, the City's response to the Request, and/or the Lawsuit, specifically including any claim for costs, disbursements, or attorney fees under ORS 192.431(3).

2.4 No Admission of Wrongdoing. This Agreement is intended to resolve disputed claims and shall not be construed as an admission of any violation of the OPRL or any other wrongdoing on the part of either party, or as a concession by either party as to the validity or applicability of any exemption for public records related to Annual Water Usage asserted by the City in its response to the Request or in the Lawsuit. Nothing in this agreement prohibits ALM from making future requests for any public records related to Annual Water Usage, including disaggregated data for Design LLC water usage information such as individual meter readings, or limits the City's ability to identify and assert any exemption from disclosure under the OPRL that applies to any future request for public records.

## 3. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Oregon, and any dispute arising out of this Agreement shall be heard by the Circuit Court of the State of Oregon for the County of Wasco. Notwithstanding the disclosure described in Paragraph 1.3, nothing in this agreement shall be construed to limit or modify the City's obligation to comply with the OPRL, specifically including its obligation to comply with ORS 192.345 and ORS 192.355.

## 4. Miscellaneous.

4.1 Legally Binding Agreement. The parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them.

4.2 Assignment. The benefits, covenant, and rights granted in this Agreement shall not be assigned or transferred by either party without the prior written consent of the other party.

4.3 Entire Agreement. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by a representative of each of the parties hereto.

4.4 Authority to Execute Agreement. By signing below, each party warrants and represents that (i) the Person(s) signing this Agreement on each party's behalf has authority to bind that party; and (ii) its execution of this Agreement is not in violation of any by-law, covenants, and/or other restrictions placed upon it.

4.5 Reliance on Own Counsel. In entering into this Agreement, the parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other party. The parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other party or by that other party's agents, representatives, or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

4.6 Counterparts. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4.7 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**City of The Dalles**

By Jonathan M. Kara



Date: December 14, 2022

Name: Jonathan M. Kara

Title: City Attorney

**Advance Local Media**

By Therese Bottomly

Date: December 13, 2022

Name: Therese Bottomly

Title: Editor and Vice President of Content, Oregonian Media Group

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 14th day of December, 2022, I caused to be served the  
3 foregoing **STIPULATED GENERAL JUDGMENT OF DISMISSAL** on the following  
4 parties at the following address:

5 Ellen Osoinach, OSB# 024985  
6 1221 SW 4th Ave  
7 Portland, OR 97204  
8 E-Mail: [eosoinach@rcfp.org](mailto:eosoinach@rcfp.org)  
9 [lzycherman@rcfp.org](mailto:lzycherman@rcfp.org)  
10 [twong@rcfp.org](mailto:twong@rcfp.org)  
11 [gsingh@rcfp.org](mailto:gsingh@rcfp.org)

12 *Attorneys for Defendants*

13 Jonathan M. Kara  
14 City Attorney  
15 City of The Dalles  
16 313 Court Street  
17 The Dalles, OR 97058  
18 E-Mail: [jkara@ci.the-dalles.or.us](mailto:jkara@ci.the-dalles.or.us)

19 *Co-Counsel for Plaintiff*

20 by:

- 21  U.S. Postal Service, ordinary first class mail
- 22  U.S. Postal Service, certified or registered mail, return receipt requested
- 23  hand delivery
- 24  facsimile
- 25  **electronic service (per agreement)**
- 26  other (specify) \_\_\_\_\_

27 *s/ Nathan D. Sramek*  
28 Nathan D. Sramek, OSB #140173