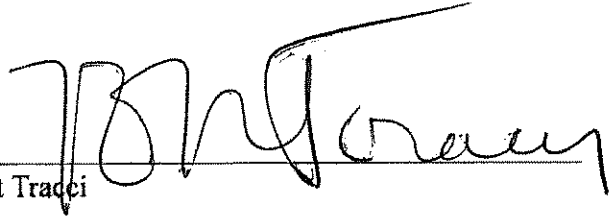


Robert Tracci

A handwritten signature in black ink, appearing to read "Robert Tracci", written over a horizontal line. The signature is stylized and cursive.

~~Robert Tracci, Esq.~~
Robert Tracci, Esq.

Albemarle Commonwealth's Attorney

410 East High Street

Charlottesville, VA 22902

EXHIBIT A
Settlement Agreement

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND

Tyler Picon,)	
)	
Petitioner,)	
)	
v.)	Case No. CL15004495-00
)	
Robert Tracci,)	
)	
Respondent.)	

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is entered into by and between Tyler Picon (“Petitioner”) and Robert Tracci, the Albemarle County Commonwealth’s Attorney and authorized representative of the Albemarle County Commonwealth’s Attorney’s Office (“Respondent”) (hereinafter all referred to collectively as the “Parties”).

RECITALS:

- A. A dispute has arisen between Tyler Picon and the Albemarle Commonwealth’s Attorney’s Office, relating to its response to a Virginia Freedom of Information Act request submitted by the Petitioner on October 21, 2016. The Albemarle Commonwealth’s Attorney’s Office initially demanded \$3199 to process Mr. Picon’s request.
- B. On October 29, 2015, the Petitioner filed an action in the Richmond City Circuit Court regarding the dispute. See Picon v. Lunsford et al., Case No. CL15004495-00.
- C. The Parties now desire to settle, adjust and compromise the dispute upon the following terms and conditions:

AGREEMENT:

NOW, THEREFORE, the Parties hereby agree as follows:

1. **PAYMENT.** Upon execution of this agreement, as soon as practicable, the Commonwealth Attorney will inform the Albemarle County Finance Department, and other appropriate officials in Albemarle County, that the December 8, 2015 fee demand is withdrawn. The Commonwealth Attorney's Office will take no effort to collect payment from Mr. Pieron for its response to the October 29, 2015 fee request. Similarly, Mr. Pieron will make no effort to collect his attorney's fees from the Albemarle Commonwealth's Attorney's Office pursuant to Va. Code § 2.2-3713 (D).
2. **DISMISSAL OF CLAIMS.** Upon execution of this agreement, as soon as practicable, counsel for the parties shall file this agreement with the City of Richmond Circuit Court, together with an agreed order disposing of all claims relating to the Dispute.
3. **WAIVER OF CLAIMS.** In consideration of: (1) the Commonwealth's Attorney's agreement not to attempt to collect payment on the December 8, 2015 fee demand, and (2) the Commonwealth's Attorney's agreement to inform the County of Albemarle Finance Department that the fee demand has been withdrawn, and (3) Mr. Pieron's agreement not to seek further relief against the Commonwealth's Attorney, including additional documents arising from the October 29, 2015 request, or monetary damages, or attorney's fees, and (4) all the other

mutual promises contained herein, Petitioner forever waives any right, claim or demand to payment relating to the Dispute, whether known or unknown.

4. **USE OF DOCUMENTS.** Mr. Pieron's use of documents obtained from the former Commonwealth's Attorney is unaffected by this agreement.
5. **NO THIRD PARTY RIGHTS.** The parties do not intend that this Agreement shall confer on any third party any right, remedy or benefit, nor that any third party shall have any right to enforce any provision of this Agreement.
6. **JOINTLY DRAFTED.** The Parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
7. **BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, affiliates and assigns and shall be respected by all officers and representatives thereof.
8. **NOTICES.** Any notices required hereunder, or any allegations of any breach hereof, shall be made via U. S. Mail, return receipt requested, delivered as follows:

If to the Commonwealth's Attorney's Office:

Robert Tracci, Commonwealth's Attorney
410 East High Street
Charlottesville, Virginia 22902

If to Petitioner:

Matthew Hardin
314 West Grace Street
Suite 304
Richmond, Virginia 23220

9. **MUTUAL SETTLEMENT AND COMPROMISE.** The Parties acknowledge that this Agreement is entered into as a mutual settlement and compromise of the Dispute, on a fair and equitable basis, taking into consideration the hazards of litigation. The Parties acknowledge that by entering into this Agreement, each intends only to reach a fair and equitable compromise and settlement of differences.
10. **ACCORD AND SATISFACTION.** The Parties intend that this Agreement shall be effective as a full and final accord and satisfaction and release of every released matter.
11. **COMPLETE DEFENSE.** This Agreement may be pleaded as a full and complete defense to any action, demand, claim, suit or other proceeding which may be instituted, prosecuted or attempted for, upon, or in respect of, any of the claims released hereby.
12. **VOLUNTARY ACCEPTANCE OR TERMS.** The Parties hereby acknowledge that the terms of this Agreement have been read completely and are fully understood by them with the aid and assistance of counsel of their selection,

and that they voluntarily accept same for purposes of making a full and fair compromise, adjustment and settlement of all claims settled herein.

13. **NO ADMISSION OF LIABILITY.** The Parties acknowledge that the consideration extended herein is made in resolution of disputed claims, and shall not be considered to be an admission of liability by either Party.
14. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral negotiations, agreements or understandings between the Parties concerning such subject matter.
15. **AMENDMENT.** This Agreement may not be amended or modified in any respect except by a written order of the Richmond Circuit Court.
16. **ASSUMPTION OF RISKS.** Each Party to this Agreement assumes the risk of any mistake of fact or law with regard to any aspect of this Agreement, the Dispute described herein, or any asserted rights, claims, demands and actions mutually released by this Agreement. The Parties acknowledge to one another that each understands the final and permanent effect of this Agreement.
17. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be an original, and that this Agreement is effective upon execution of at least one counterpart by each Party to this Agreement.
18. **COSTS AND EXPENSES.** Each Party shall bear its own costs and expenses incurred in prosecuting and defending the cases, matters and issues which are being resolved, compromised and settled by this Agreement.

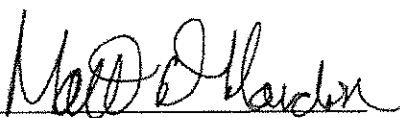
19. **APPLICABLE LAW.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of Virginia and enforceable only in the Circuit Court for the City of Richmond.
20. **SIGNATURES.** The Parties covenant, warrant and agree that the signatory representing each Party is duly authorized to sign this Agreement and to bind such Party by his or her action.
21. **CAPTIONS and SECTION REFERENCES.** Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to sections shall refer to sections of this Agreement unless the context clearly requires otherwise.
22. **NUMBER AND GENDER.** Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.
23. **SEVERABILITY.** If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other person, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

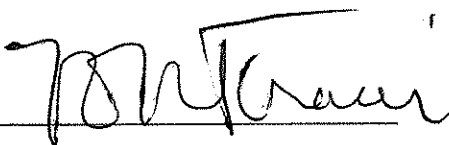
24. **EFFECTIVE DATE.** This Agreement shall become effective upon the date of the signatures below.

IN WITNESS WHEREOF, we the undersigned hereunto set our hands:

Tyler Pieron

Robert Tracci, Albemarle Commonwealth's Attorney

By: 

By: 

Title: Attorney

Title: Albemarle Commonwealth's Attorney

Date: Feb. 17, 2016

Date: 2/21/16

Exhibit B
Proposed Order

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND

Tyler Picon,)	
)	
Petitioner,)	
)	
v.)	Case No. CL15004495-00
)	
Robert Tracci,)	
)	
Respondent.)	

ORDER

On the joint motion of the parties, and for good cause shown, the court hereby finds as follows:

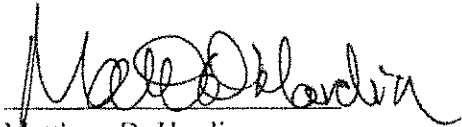
- (1) Each party will bear his own costs in this matter.
- (2) The clerk will remove this matter from the docket.
- (3) This matter is dismissed pursuant to the agreement of the parties and their joint motion.

SO ORDERED this the ____ day of February, 2016.

Circuit Court Judge

I ask for this:

I ask for this:



Matthew D. Hardin

VSB# 87482

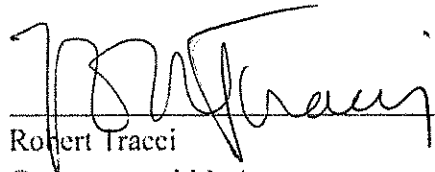
314 West Grace Street, Suite 304

Richmond, VA 23220

Telephone: 804-608-6456

Fax: 877-310-3847

Email: MatthewDHardin@gmail.com



Robert Tracci

Commonwealth's Attorney

410 East High Street

Charlottesville, VA 22902