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THE HONORABLE WILLIAM DOWNING  
*Ex Parte*

KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

LANDIS+GYR TECHNOLOGY, INC., a  
Delaware corporation, SENSUS USA INC., a  
Delaware corporation, and TRILLIANT  
NETWORKS, INC., a Delaware corporation,

Plaintiffs,

v.

CITY OF SEATTLE, a Washington municipal  
corporation, SEATTLE CITY LIGHT, a  
department of the City of Seattle, PHIL  
MOCEK, an individual, and  
MUCKROCK.COM, a website registered to  
MICHAEL MORISY, an individual,

Defendants.

NO. 16-2-12149-7 SEA

STIPULATION AND ORDER REGARDING  
SETTLEMENT BETWEEN PLAINTIFFS  
AND PHIL MOCEK, MUCKROCK.COM,  
AND MICHAEL MORISY

**STIPULATION AND ORDER OF SETTLEMENT**

Plaintiffs Landis+Gyr Technology, Inc. ("Landis+Gyr"), Sensus USA Inc. ("Sensus"),  
and Trilliant Networks, Inc. ("Trilliant") (collectively, "Plaintiffs"), and Defendants Phil Mocek  
("Mocek") and MuckRock.com, have agreed to resolve their dispute without additional litigation.  
In settlement of this dispute, Landis+Gyr, Sensus, Trilliant, Mocek and MuckRock.com,  
(collectively, the "Parties"), hereby agree as follows:

STIPULATION AND ORDER REGARDING  
SETTLEMENT BETWEEN PLAINTIFFS AND PHIL  
MOCEK, MUCKROCK.COM, AND MICHAEL MORISY

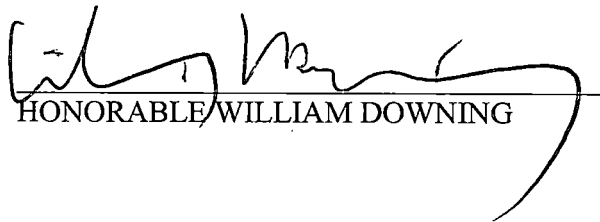
CAIRNCROSS & HEMPELMANN, P.S.  
ATTORNEYS AT LAW  
524 Second Avenue, Suite 500  
Seattle, Washington 98104-2323  
office 206 587 0700 fax 206 587 230

1 1. The Parties have agreed that, in accordance with the terms of the Mutual Release  
2 and Settlement Agreement, which is attached hereto and incorporated herein by reference, to settle  
3 their dispute and, having satisfied the terms of the Mutual Release and Settlement Agreement,  
4 agree to dismiss this action with prejudice.

5 2. This Court will retain jurisdiction of this matter after dismissal for purposes of  
6 enforcing this Stipulation and the attached Mutual Release and Settlement Agreement.

7 3. The above-captioned action shall be dismissed with prejudice for all other purposes.

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9 **DONE IN OPEN COURT** this 24 day of August, 2016.

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12 HONORABLE WILLIAM DOWNING  
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14 Presented by:

15  
16 CAIRNCROSS & HEMPELMANN, P.S.

FOCAL PLLC

17  
18 /s/ Eric Christensen

19 Eric Christensen, WSBA # 27934

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21 Seattle, WA 98104

22 Telephone: 206-587-0700

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25 ATTORNEY FOR PLAINTIFFS

26 /s/ Venkat Balasubramani

Venkat Balasubramani

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ATTORNEY FOR DEFENDANTS

MUCKROCK.COM AND MICHAEL

MORISY

STIPULATION AND ORDER REGARDING  
SETTLEMENT BETWEEN PLAINTIFFS AND PHIL  
MOCEK, MUCKROCK.COM, AND MICHAEL MORISY

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1 DAVIS WRIGHT TREMAINE LLP

2  
3 /s/ Eric Stahl

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10 ATTORNEY FOR DEFENDANT PHIL  
11 MOCEK  
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STIPULATION AND ORDER REGARDING  
SETTLEMENT BETWEEN PLAINTIFFS AND PHIL  
MOCEK, MUCKROCK.COM, AND MICHAEL MORISY

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# **APPENDIX A**

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (“Agreement”) is executed by Landis+Gyr Technology, Inc. (“Landis+Gyr”), Sensus USA Inc. (“Sensus”), and Trilliant Networks, Inc. (“Trilliant”), Phil Mocek (“Mocek”), MuckRock.com, and Michael Morisy (“Morisy”). Landis+Gyr, Sensus, and Trilliant are referred to collectively as the “Plaintiffs.” The Plaintiffs and Defendants Mocek, MuckRock.com, and Morisy are sometimes referred to individually as a “Party” and collectively as the “Parties.”

### I. RECITALS:

A. On April 12, 2016, Mocek submitted a request to Seattle City Light and City of Seattle (“the City”) under the Washington Public Records Act (“PRA”), RCW Chapter 42.56, seeking: “Plans for, schedules of, policies dictating the performance of, requests for proposals to, contracts for, discussion of, and results of all security audits performed of ‘smart meter’ devices (remotely-addressable electrical meters sometimes referred to as ‘advanced metering infrastructure’), along with metadata.”

B. The City thereafter notified each of the Plaintiffs of Mocek’s PRA request; stated that responses the Plaintiffs submitted in January 2015 to the City’s November 12, 2014, Request for Proposal for Advanced Metering Infrastructure (“AMI”) (each an “RFP Response”) were responsive to the PRA request; and indicated that the City would release unredacted versions of the RFP Responses absent a court order enjoining that release.

C. Plaintiffs filed a lawsuit in King County Superior Court on May 23, 2016, against Defendants Mocek, MuckRock.com, and Morisy and the City, seeking injunctive relief and asserting misappropriation claims under the Uniform Trade Secrets Act, RCW Chapter 19.108 (“UTSA”). The lawsuit is captioned *Landis+Gyr Technology, Inc. et al. v. Mocek et al.*, King County Superior Court Docket No. 16-2-12149-7 SEA.

D. The Court on May 25, 2016, entered a Temporary Restraining Order (“TRO”) that 1) prevented the City from releasing to Defendants Mocek, MuckRock.com, and Morisy unredacted public records responsive to Mocek’s PRA request; 2) enjoined Defendants Mocek, MuckRock.com, and Morisy from obtaining Plaintiff’s trade secret, proprietary, network security, and individually-identifiable private information and disseminating that information; 3) required Mocek, MuckRock.com, and Morisy to remove from the Internet public records provided by the City; and 4) prohibited Mocek, MuckRock.com, and Morisy from posting those public records on any website or sharing them in any other forum.

E. Plaintiffs thereafter filed a motion for preliminary injunction seeking protection of the same information.

F. Following hearing, on June 8, 2016, the Court issued an order granting in part Plaintiffs’ motion for preliminary injunction to prevent release of the unredacted RFP Responses by the City and denying the motion in part with respect to public records previously released by

the City to MuckRock.com on behalf of Mocek and automatically published on MuckRock.com. The Court further required Plaintiffs to file the RFP Responses with revised redactions by June 17, 2016.

G. On June 17, 2016, Plaintiffs filed the RFP Responses with revised redactions and moved to extend the preliminary injunction until conclusion of proceedings in this case.

H. On July 5, 2016, the Court granted Plaintiffs' motion to extend the preliminary injunction but required Plaintiff Landis+Gyr either to release certain information related to response times specified for addressing certain conditions on Landis+Gyr's proposed AMI system or to present further argument why redacting such information was justified.

I. On July 8, 2016, Plaintiff Landis+Gyr filed a letter with the Court agreeing to release the information related to response times and attaching two documents removing the redactions that previously had blocked disclosure of this information.

J. The Parties have reached agreement to avoid the costs of further litigation and to permanently settle Plaintiffs' claims under the PRA and UTSA with respect to Mocek, MuckRock.com, and Morisy.

Based on the above Recitals, and for good and valuable consideration, the parties hereby agree as follows:

## II. AGREEMENT

### A. Dismissal of Claims.

(1) *No Appeal of PRA Orders.* Defendants Mocek, MuckRock.com, and Morisy agree not to appeal the trial court's orders referenced in the Recitals above, and agree to entry of a judgment of dismissal in this matter. Plaintiffs agree to dismissal with prejudice of all claims against Mocek, MuckRock.com, and Morisy in this action.

(2) *Stipulation of Dismissal.* As soon as practicable after execution of this Agreement, a Stipulation of Dismissal substantially in the form set forth in Appendix A will be filed with the King County Superior Court in Docket No. 16-2-12149-7 SEA.

B. Prospective Relief. Plaintiffs agree that they will take no further action against Defendants Mocek, Muckrock.com, and Morisy with respect to two public records previously released by the City to MuckRock.com on behalf of Mocek and automatically published on MuckRock.com.

### C. Mutual Releases.

1. Each Plaintiff agrees, upon execution of this Agreement, on behalf of itself, its owners, members and managers, and its agents and assigns, to forever and irrevocably release Mocek, MuckRock.com, Morisy, and each of the their respective officers, board members,

representatives, successors, assigns, heirs and attorneys, from any and all damages, claims, complaints, liabilities, obligations, promises, agreements, controversies, causes of action, suits, and demands of any nature whatsoever (including those for attorneys' fees or any other damages), whether known or unknown, suspected or unsuspected, which the Plaintiffs now have or claim to have, may have asserted or hereafter may assert against these parties, which in any way relate to or arise out of the actions alleged in the Complaint or to Mocek's PRA request of April 12, 2016, including any follow-up requests arising out of the April 12, 2016, request and any alleged misappropriation related thereto. This release shall in no way be construed as a release of any third party or a waiver of any right any Plaintiff may have against any third party under the PRA, the Uniform Trade Secrets Act, or otherwise.

2. Defendants Mocek, MuckRock.com, and Morisy agree, upon execution of this Agreement, on their own behalf and on behalf of any officers, board members, representatives, successors, assigns, or heirs, to forever and irrevocably release each Plaintiff and each of the agents, assigns, owners, officers, directors, shareholders, employees, representatives, attorneys, insurers, divisions, subsidiaries, affiliates, predecessors, and successors of each Plaintiff, or any of them, from any and all damages, claims, complaints, liabilities, obligations, promises, agreements, controversies, causes of action, suits, and demands of any nature whatsoever (including those for attorneys' fees or any other damages), which Defendants now have or claim to have or which they have asserted, or could assert, which in any way relate to or arise out of the actions alleged in the Complaint.

3. It is agreed and understood that no Party has waived or released claims arising out of a breach of this Settlement Agreement by any other Party.

D. No Admission of Liability. The undersigned agree that this Agreement and the giving of other consideration specified herein does not constitute an admission of liability by any Party under the PRA, the UTSA, or otherwise.

E. Binding Effect. This Agreement shall be binding upon the Parties and their respective agents, assigns, officers, directors, employees, executors, predecessors, representatives and successors.

F. Representation by Counsel. The undersigned warrant that they are each represented by independent attorneys with respect to this Agreement and all matters contained in it, that their respective attorneys have fully advised them concerning their rights with respect to its execution and effects and that they understand the same, and that their attorneys are authorized and directed, upon full performance of this Agreement to take all necessary action to dismiss with prejudice all pending claims, causes of action, and requests under the PRA, to the extent specified herein, each party shall bear its own fees and costs.

G. Headings. Section headings are used in this Agreement for convenience and reference only and shall not affect the meaning of any provision of this Agreement.

H. Entire Agreement; Amendments. This Agreement represents the final and entire settlement agreement and understanding between the parties, supersedes all prior agreements and

understandings between the parties, whether written or oral, and may be amended only by a writing duly executed by each party hereto.

I. Signed in Counterparts. This Agreement may be signed in counterparts, each of which shall (when the Agreement is or counterparts have been signed by all parties) be an original, to the same effect as if all signatures were on the same instrument. Facsimile or other electronic copies of signatures shall be sufficient to demonstrate a party's assent to this Agreement.

J. Governing Law and Forum; Attorneys' Fees. This Agreement shall in all respects be construed, enforced and governed under the laws of the State of Washington. Any action regarding this Agreement shall be subject to the exclusive jurisdiction and venue of the Superior Court of the State of Washington in King County. Each Party shall bear its own attorneys' fees and costs in any such action, including any appeal.

K. Authority to Sign. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

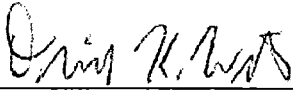


WE, THE UNDERSIGNED, HAVE COMPLETELY READ THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT AND FULLY UNDERSTAND AND VOLUNTARILY ACCEPT IT.

EXECUTED as of the date(s) written below.

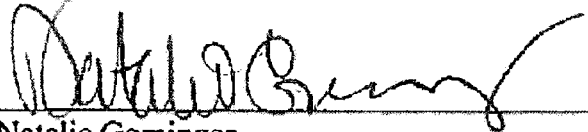
Date: August 23, 2016.

LANDIS+GYR TECHNOLOGY, INC.



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PHIL MOCEK



Phil Mocek, Defendant

ATTORNEY FOR DEFENDANTS  
MUCKROCK.COM AND MICHAEL  
MORISY

MICHAEL MORISY



Michael Morisy, Defendant