

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

DANIEL SUHR,

Plaintiff,

v.

Civil Action No. 2:23-CV-01697

DEAN R. DIETRICH, et al.,

Defendants.

**STIPULATION OF PARTIAL DISMISSAL AND
JOINT MOTION TO CONTINUE SCHEDULING CONFERENCE AND SET
DEADLINES**

IT IS HEREBY STIPULATED AND AGREED, by and between the parties, through their undersigned counsel, that the parties have settled some aspects of the claims in this case pursuant to the terms of their Settlement Agreement attached hereto as Exhibit A. Plaintiff will file an amended complaint, which will withdraw the allegations referencing the Diversity Clerkship Program. All claims, with respect to the Diversity Clerkship Program only, may be dismissed with prejudice and without costs. The remaining claims, with respect to other activities of the State Bar, will continue.

In light of the above partial dismissal of Plaintiff's Complaint, the parties, through their undersigned counsel, jointly move the Court to set deadlines in this matter as follows:

1. Plaintiff shall file an amended complaint no later than April 30, 2024.
2. Defendants shall file their response to Plaintiff's amended complaint no later than May 31, 2024.
3. The Rule 16 Scheduling Conference be continued to a date to be set by the Court on or after June 7, 2024.

4. The parties shall file their Discovery Plan no later than seven (7) days before the Scheduling Conference.

Dated this 4th day of April, 2024.

**WISCONSIN INSTITUTE FOR LAW
& LIBERTY, INC.**

/s/ Skylar Croy

Rick Esenberg (WI Bar No. 1005622)
Daniel P. Lennington (WI Bar No. 1088694)
Skylar Croy (WI Bar No. 1117831)
330 East Kilbourn Avenue, Suite 725
Milwaukee, WI 53202
Telephone: (414) 727-9455
Facsimile: (414) 727-6385
Rick@will-law.org
Dan@will-law.org
Skylar@will-law.org

Attorneys for Plaintiff

FOLEY & LARDNER LLP

/s/ Roberta F. Howell

Roberta F. Howell, WI Bar No. 1000275
Daniel A. Kaplan, WI Bar No. 1018122
Andrew C. Gresik, WI Bar No. 1104650
150 East Gilman Street, Suite 5000
Madison, WI 53703-1482
608.258.4273 (RFH)
608.258.4231 (DAK)
608.258.4235 (ACG)
608.258.4258 Facsimile
rhowell@foley.com
dkaplan@foley.com
agresik@foley.com

Attorneys for Defendants

PARTIAL SETTLEMENT AGREEMENT AND RELEASE

THIS PARTIAL SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is entered into by and among **Daniel Suhr** (“Suhr” or “Plaintiff”) and **Dean R. Dietrich, Jane Ellen Bucher, Margaret Wrenn Hickey, Anna Frances Coyer Munoz, Deanne M. Koll, Joseph M. Cardamone III, and Larry Martin**, in their official capacities as officers of the State Bar of Wisconsin (the “State Bar”) (“Defendants”) (collectively, the “Parties”).

RECITALS

A. On or about December 19, 2023, Plaintiff initiated a lawsuit captioned *Daniel Suhr v. Dean R. Dietrich et al.* in the federal District Court for the Eastern District of Wisconsin, Case No. 2:23-cv-01697-SCD (the “Lawsuit”).

B. In Plaintiff’s Complaint (the “Complaint”), he asserted claims pursuant to 42 U.S.C. § 1983 alleging that Defendants violated his free speech and free association rights under the First Amendment to the Constitution of the United States by requiring him to be a member of the State Bar and by using Plaintiff’s mandatory dues to fund State Bar activities that are non-germane to a constitutionally permissible purpose of the State Bar (the “Allegations”).

C. Among the State Bar’s alleged non-germane activities, Plaintiff alleged that the State Bar’s Diversity Clerkship Program (the “Diversity Clerkship Program”) violates law students’ rights under the First and Fourteenth Amendments to the Constitution of the United States.

D. Plaintiff maintains that the Allegations are accurate. Defendants deny the Allegations in their entirety.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, and for valuable and mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows to avoid the costs and uncertainties of litigation:

1. Recitals. The foregoing recitals are confirmed as true and correct by the Parties and are incorporated herein by reference. The recitals are a contractual and substantive part of this Agreement.

2. The Diversity Clerkship Program. Beginning in September 2024, Defendants will cause the State Bar to make clear that the Diversity Clerkship Program is open to all first-year law students attending either Marquette University Law School or the University of Wisconsin Law School who are in good standing. Defendants will also cause all promotional, explanatory, or other materials created by the State Bar to clearly state that all such students are eligible to participate in the Diversity Clerkship Program. Defendants will not permit the State Bar to state, suggest, or insinuate in its materials that only law students from diverse backgrounds, with backgrounds that

have been historically excluded from the legal field, or who have been socially disadvantaged are eligible. All State Bar materials regarding the Diversity Clerkship Program shall be consistent with the example drawn from the State Bar website and attached hereto as Exhibit A. Defendants will also cause the State Bar to use the following definition of “Diversity” in connection with the Diversity Clerkship Program:

“Diversity” means including people with differing characteristics, beliefs, experiences, interests, and viewpoints. Diversity promotes an environment in which all individuals are treated with dignity and respect, regardless of their differences and without regard to stereotypes, and helps to ensure a better understanding and consideration of the needs and viewpoints of others with whom we interact.

Defendants will cause this definition to be prominently displayed on the State Bar’s website on the main page for the Diversity Clerkship Program.

3. The Complaint. Plaintiff agrees to file an Amended Complaint that withdraws all allegations in the Complaint that refer to the Diversity Clerkship Program and which will not mention the Diversity Clerkship Program. The Parties agree that within five (5) days of the full execution of this Agreement by the Parties, Plaintiff’s counsel will file a joint stipulation of the Parties, in substantially a format that has been agreed to by the Parties, requesting that the Court enter an order dismissing with prejudice his claims with respect to the Diversity Clerkship Program only. From and after the execution of this Agreement, Plaintiff agrees to take no further action to prosecute any of the Released Matters, as that term is defined in paragraph 4 below. The Parties understand that Plaintiff will continue to prosecute the Lawsuit with respect to alleged non-germane activities other than the Diversity Clerkship Program.

4. Release by Plaintiff. From and after the execution of this Agreement, and with the exception of obligations under this Agreement, Plaintiff hereby releases and forever discharges, on his behalf and on behalf of his heirs, agents, and legal representatives, Defendants and each of their heirs, agents, legal representatives, and successors to office from any and all known or unknown claims, demands, and causes of action of any sort and all damages, in equity or contract, that Plaintiff has arising prior to the date of this Agreement and relating to or assertable in connection with the Diversity Clerkship Program (altogether, the “Released Matters”). The Parties understand that this Release is personal to the Plaintiff and that Plaintiff has no ability to release or waive any claims relating to the Diversity Clerkship Program by other members of the State Bar, law students (current or future), or any other third party.

5. Partial Settlement Not an Admission. Defendants expressly deny all Allegations relating to the Diversity Clerkship Program in the Lawsuit. This Agreement, and any negotiations or proceedings connected with it, shall not in any event constitute or be construed as, or be deemed or argued to be evidence of, an admission of or concession of any wrongdoing by any party hereto.

6. Representations. The Plaintiff represents and warrants that he has not sold, transferred, conveyed, assigned, or otherwise disposed of any right, title, or interest in any of the Released Matters herein to any person or entity. The Parties further affirm that the Parties are each

fully capable of executing this Agreement and understand its contents and further, that the Parties have legal counsel of their own choice or had an opportunity to obtain such legal counsel to explain the legal effect of signing this Agreement.

7. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and may not be modified or amended except in a signed writing.


8. Validity of Agreement. Should any clause, sentence, paragraph, or other part of this Agreement be finally adjudged by any court of competent jurisdiction to be unconstitutional, invalid, or in any way unenforceable, such adjudication shall not affect, impair, invalidate, or nullify the remainder of the Agreement, but shall affect only the clause, sentence, paragraph, or other parts so adjudged.

9. Signing in Counterparts. This Agreement may be signed in Counterparts, each of which shall be deemed an original, but all of which together constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto evidence their agreement and have executed this Agreement as of the day and year first below written.

Signatures On Next Page

Date Executed: April 2, 2024


Daniel Suhr

Date Executed: 4/2/2024, 2024

DocuSigned by:

F5C1663470E8450...
Dean R. Dietrich

Date Executed: 4/3/2024, 2024

DocuSigned by:

15E2042154254B7...
Jane Ellen Bucher

Date Executed: 4/3/2024, 2024

DocuSigned by:

18C6F7D4C6A3454...
Margaret Wrenn Hickey

Date Executed: 4/3/2024, 2024

DocuSigned by:

080B2E47C1C745C...
Anna Frances Coyer Munoz

Date Executed: 4/3/2024, 2024

DocuSigned by:

215EE2C431D046F...
Deanne M. Koll

Date Executed: 4/3/2024, 2024

DocuSigned by:

EDB3B32036CB484...
Joseph M. Cardamone III

Date Executed: 4/3/2024, 2024

DocuSigned by:

B0442FF2BB96458...
Larry Martin