

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into by and between, on one hand, Khary Penebaker, Mary Arnold, and Bonnie Joseph (collectively “Plaintiffs”) and, on the other hand, Kenneth Chesebro (“Defendant”). Plaintiffs and Defendant shall be collectively referred to as the “Parties” and each, individually, as a “Party” to this Agreement.

1. Background. The Plaintiffs commenced a lawsuit in Dane County Case No. 22-CV-1178 (“Lawsuit”) against the Defendant and others alleging and asserting various claims related to the meeting of Republican-nominated and/or named presidential electors on December 14, 2020. The Parties wish to forgo the time and expense of litigating these matters and wish to settle any and all claims the Parties may have against each other. The Parties participated in settlement discussions and have reached an understanding as set forth in this Agreement. The Parties, in consideration of the mutual promises set forth in this Agreement and for other good and valuable consideration, which is acknowledged, agree to the terms herein and to comply with the same.

2. Disclosure of Certain Documents Produced. The Defendant agrees to disclose to counsel for Plaintiffs, no later than 8 p.m. Eastern Standard Time on Monday, February 26, 2024, through Robert L. Langford of Las Vegas, Nevada, his attorney, the following electronic files that Langford produced to the staff of the Attorney General of Wisconsin in December, 2023:

(a) 282 PDF documents consisting of e-mails and other materials, arranged in chronological order (file title, “**2023-12-09 CONFIDENTIAL Chesebro proffer files.ZIP**,” dated 12/8/2023, 11:51 p.m., 73,757 KB) (1,144 pages in total);

(b) eleven of the e-mails in native format, thus including all attachments to them (file title, “**Chesebro 11 e-mails in native format.ZIP**,” dated 12/21/2023, 11:14 p.m., 7,433 KB);

(c) all text messages between the Defendant and James R. Troupis between November 3, 2020, and February 22, 2021 (file title, “**Chesebro-Troupis.PDF**,” dated 12/21/2023, 9:42 p.m., 39,325 KB) (100 pages in total);

(d) seven photographs taken by the Defendant at the alternate elector meeting in Madison on December 14, 2020 (file title, “**2020-12-14 – photos at WI capitol of Trump electors voting.ZIP**,” 12/21/2023, 9:56 p.m., 17,442 KB); and

(e) one video taken by the Defendant at the alternate elector meeting in Madison on December 14, 2020 (file title, “**2020-12-14 – WI Trump-Pence electors meeting.MOV**,” 950,197 KB).

Defendant also agrees to provide a sworn declaration from Mr. Langford, executed under penalty of perjury, attesting that the electronic copies of the above-mentioned documents in the five above-mentioned files are true, correct, and complete copies (without alteration of any kind) of the above-listed items, exactly as they were produced to the staff of the Attorney General of Wisconsin, received from the Defendant as part of his cooperation with the investigation by the Attorney General.

3. Confidentiality Restrictions Applicable to the Documents. The Defendant agrees to disclose these documents without redactions or alterations of any kind. The Plaintiffs understand that the Defendant is disclosing these documents solely for the purpose of aiding the Plaintiffs in the litigation of this lawsuit, which he believes he is free to do under the applicable rules of ethics (e.g., the Defendant currently practices law, while residing in Puerto Rico, relying on his Texas law license, and Rule 1.05(c)(6) of the Texas Disciplinary Rules of Professional Conduct provides in relevant party that “[a] lawyer may reveal confidential information . . . [t]o establish a defense to a criminal charge, civil claim or disciplinary complaint against the lawyer or the lawyer’s associates based upon conduct involving the client or the representation of the client.”).

4. Dismissal of Claims in Lawsuit. Subject to the terms and conditions of this Agreement, the Plaintiffs agree that upon the Defendant’s disclosure of the documents set forth in ¶ 2, the Parties will within five (5) business days electronically sign and file the stipulation of dismissal, attached as **Addendum A** to this Agreement.

5. Mutual Release of All Claims. Subject to the fulfillment of all other obligations set forth in this Agreement, each Party to this Agreement hereby releases the other Parties to this Agreement from any and all claims, actions, and demands whatsoever, that now exist or may hereafter accrue, for all losses, damages, injury, reimbursement, or otherwise that are based on the allegations and/or claims asserted, or that could have been asserted, in the Lawsuit.

Notwithstanding the foregoing, this Section and the release herein do not include any claims stemming from or relating to a failure by a Party to comply with the obligations in this Agreement, which may be brought in the event that any Party breaches this Agreement.

7. Costs. The Parties will bear their own attorney’s fees, costs, and expenses.

8. No Admission of Liability. The Plaintiffs acknowledge and agree that, by entering into this settlement, the Defendant is not admitting any liability or culpability.

9. No Additional Rights. The Parties agree that they have entered into this Agreement for the purpose of resolving the Lawsuit and for the benefit of the Parties. This Agreement is not intended to, and does not, give or create any rights other than those expressly stated herein and does not grant or create any rights to any third parties. The Parties further represent that they have not assigned or transferred any claims against the other Parties, or any rights they may have had to assert claims on behalf of the Parties.

10. Defendant's Agreement Regarding Future Conduct. Defendant agrees that he will not in the future assist any presidential campaign in the preparation of alternate electoral votes that lack an express contingency provision which makes clear that the votes are not being cast by persons who, as of the date signed, were the persons certified by the relevant state official(s) as the persons who had been duly elected as presidential electors in that state. This provision shall not be interpreted to constitute a restriction on the practice of law consistent with all applicable civil and criminal statutes and rules of professional responsibility.

11. Review of Agreement. The Parties acknowledge that they are entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance. The Parties, including their undersigned representatives, further represent and warrant that they are fully competent to enter into this Agreement, and that they have not received any advice or opinion from any health care provider or other professional that there are any legal or medical impediments to their competency to enter into this Agreement. The Parties further acknowledge that this Agreement was drafted mutually by the Parties and that, where the Parties are represented by legal counsel, their respective counsel have reviewed and approved the terms of this Agreement. Furthermore, in making this Agreement, it is understood and agreed that the Parties rely wholly upon their own or their counsel's judgment, belief, and knowledge of the Lawsuit, and information set forth herein, and this Agreement is made without reliance upon any other statement or representation by a Party or any other representative of a Party, and, except for the express obligations herein, the Parties make no other representations or warranties concerning or relating to any term in this Agreement.

12. Governing Law; Disputes. The Parties acknowledge that this Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims, are governed by the laws of Wisconsin, without giving effect to any conflict-of-laws provisions thereof that would result in the application of the laws of a different jurisdiction. The Parties agree that any dispute arising under this Agreement shall be resolved exclusively by an action filed in the Circuit Court of Dane County, Wisconsin.

13. Entire Agreement. This Agreement is fully integrated, contains all of the terms and conditions of the Agreement, and is the complete, final, and only understanding between the Parties with respect to its subject matter. This Agreement supersedes any and all prior agreements, negotiations, or understandings among the Parties, and all prior understandings, contracts, and/or agreements shall be void and unenforceable. No change or modification to this Agreement shall be binding on the Parties unless it is in writing and executed by all Parties.


14. Enforceability. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and in any event, the validity and enforceability of all other provisions of this Agreement shall not be affected.

15. Assignment. The Parties shall not assign any of their rights or delegate any of their obligations under this Agreement without the prior written consent of all other Parties. Any purported assignment or delegation in violation of this Section is null and void.

16. Execution in Counterparts; Effective Date. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

17. Acknowledgment. The undersigned signors of this Agreement acknowledge as follows: that they have read and understand this Agreement and have fully agreed to each and every provision herein; that, where the Parties are represented by legal counsel, they have consulted with their respective counsel; and that the undersigned individuals have authority to enter into this Agreement.

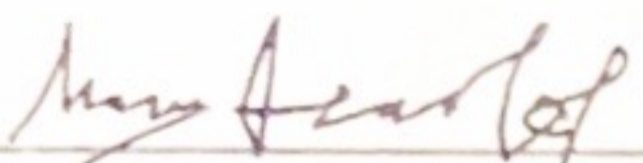
[Signatures to follow]


Khary Pennebaker (Feb 25, 2024 13:37 CST)

Khary Pennebaker

Feb 25, 2024

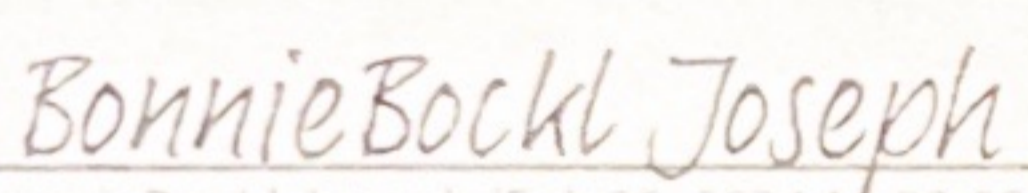
Date


Mary Arnold (Feb 25, 2024 12:45 CST)

Mary Arnold

Feb 25, 2024

Date


Bonnie Bockl Joseph (Feb 25, 2024 14:20 CST)

Bonnie Joseph

Feb 25, 2024

Date


Kenneth Chesebro

Feb. 25, 2024

Date

Addendum A

STATE OF WISCONSIN CIRCUIT COURT DANE COUNTY
BRANCH 8

KHARY PENEBAKER, et al.,

Plaintiffs,

v.

ANDREW HITT, et al.,

Defendants.

Case No. 22CV001178

Case Code: 30106; 30701; 30956

STIPULATION OF DISMISSAL WITH PREJUDICE

The Plaintiffs and Defendant Kenneth Chesebro (“Defendant”) in the above-captioned matter hereby agree and stipulate that all claims against the Defendant be dismissed with prejudice and on the merits, without costs, fees, or expenses to any party. However, in signing and agreeing to the submission of this stipulation, the Defendant does not waive any defense he may presently have to the exercise of jurisdiction over him in connection with the subject matter of this lawsuit.

The parties further stipulate that the Court may make all necessary orders consistent with this stipulation.


[Signatures to follow]


Khary Penenbaker (Feb 25, 2024 11:00 CST)

Khary Penenbaker

Feb 25, 2024


Date


Mary Arnold (Feb 25, 2024 12:45 CST)

Mary Arnold

Feb 25, 2024

Date


Bonnie Bockl Joseph (Feb 25, 2024 1:20 CST)

Bonnie Joseph

Feb 25, 2024

Date



Kenneth Chesebro

Feb. 25, 2024

Date

STATE OF WISCONSIN CIRCUIT COURT DANE COUNTY
BRANCH 8

KHARY PENEBAKER, et al.,

Plaintiffs,

v.

ANDREW HITT, et al.,

Defendants.

Case No. 22CV001178

Case Code: 30106; 30701; 30956

ORDER FOR DISMISSAL WITH PREJUDICE

Based upon the Stipulation of Dismissal with Prejudice entered into by the Plaintiffs and Defendant Kenneth Chesebro (“Defendant”), and the record and proceedings herein, and the Court being fully advised in the premises;

IT IS HEREBY ORDERED that the claims against the Defendant are dismissed with prejudice and without costs, fees, or expenses to any party.