

## **MUTUAL RELEASE AND SETTLEMENT AGREEMENT**

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

**Background.** The Plaintiffs commenced a lawsuit against the Defendant and others in Dane County Case No. 22-CV-1178 (“Lawsuit”), asserting various claims related to the meeting of nominated and/or replacement presidential electors for the Republican Party in Wisconsin on December 14, 2020, and the subsequent transmission of electoral votes to those statutorily designated to receive them in advance of the January 6, 2021 Joint Session of Congress. The Defendant disputes the claims in the lawsuit (“Dispute”). The Lawsuit is also the subject of several pending appeals and cross-appeals, Appeal No. 2023AP1985, Appeal No. 2024AP307-LV, and Appeal No. 2024AP308-W (collectively “Appeals”). The Parties participated in settlement discussions and reached an understanding as set forth in this Agreement. 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, 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.

1. **Agreement of the Parties Related to Certain Activities.** In consideration and fulfillment of the promises exchanged, the Defendant agrees to the following:
  - a. The Defendant agrees not to participate in the execution or transmission of any document that purports, without a clear and express contingency provision, to be a certificate of electoral votes of the duly elected presidential electors if, at the time of the execution or transmission, the persons voting have not been certified as the persons elected as presidential electors under state law. This provision shall not be interpreted to be a restriction on the right to practice law consistent with all applicable civil and criminal statutes and rules of professional responsibility.
  - b. In the event that a court determines that Defendant has breached paragraph 1.a. of this Agreement, Defendant agrees to compensate Plaintiffs the stipulated amount of [REDACTED] which represents the costs Plaintiffs incurred in bringing this action, along with all costs and fees Plaintiffs incur in the action for breach of this agreement and collection of sums due under this Paragraph.
  - c. Within 2 days of the date of the last signature date on the Agreement, the Defendant will supplement his discovery responses by providing to the Plaintiffs all documents identified as “Tranche A” in Exhibit I of Dkt. 372 of the Lawsuit, excepting only certain documents the Parties have mutually agreed would not be provided, while redacting the handles but not the domains of e-mail addresses and redacting phone numbers. The Defendant agrees that these documents are not covered by any prior non-disclosure agreement and that he will not assert confidentiality as to the documents provided under the terms of this Paragraph. The Plaintiffs understand that the Defendant is providing these documents for purposes of his own defense under WI SCR 20:1.6(c)(4), and that production of

these documents does not constitute a general waiver of attorney-client privilege or attorney work-product.

- d. Within 2 days of the date of the last signature date on the Agreement, the Defendant will supplement his discovery responses by providing to the Plaintiffs all documents identified in Attachment 1 to this Agreement, while redacting the handles but not the domains of e-mail addresses and redacting phone numbers. The Defendant agrees that these documents are not covered by any prior non-disclosure agreement and that he will not assert confidentiality as to the documents provided under the terms of this Paragraph. The Plaintiffs understand that the Defendant is providing these documents for purposes of his own defense under WI SCR 20:1.6(c)(4), and that production of these documents does not constitute a general waiver of attorney-client privilege or attorney work-product.
- e. The Parties agree to withdraw by stipulation all motions to seal and ask the Court to remove the temporary seal placed on the underlying documents, except that the Parties agree to file a stipulation reflecting their shared view that Exhibits C, E, I, and J to Dkt. 372 should remain under seal.
- f. Within 2 days of the last signature date on the Agreement, the Defendant agrees to provide the Plaintiffs with a Redacted Privilege Log, which redacts certain names and the handles but not the domains of e-mail addresses from the original Privilege Log filed under seal as Exhibit E to Dkt. 372. The Defendant agrees that the Redacted Privilege Log is not covered by any prior non-disclosure agreement and that he will not assert confidentiality as to the Redacted Privilege Log.
- g. The Parties agree that, other than filing the stipulations provided for in this Agreement, they will not take any steps to further prosecute any pending motions or to enforce pending subpoenas or deposition notices after the date of the last signature date on this Agreement.

2. **Confidentiality.** The Parties agree that the dollar amount of the settlement payment in Paragraph 6 and the dollar amount in Paragraph 1.b. of this Agreement are confidential and shall not be disclosed to any third party (other than the Parties' spouses, affiliates, attorneys, accountants, and/or other advisors or regulatory agencies) except as required by law or pursuant to a subpoena, discovery request, or other legitimate litigation mechanism (including, but not limited to, the filing of this Agreement in any suit or proceeding that involves the enforcement of any provision of this Agreement). The remainder of this Agreement is otherwise not confidential.

3. **Mutual No Contact.** The Defendant agrees not to intentionally contact, directly or indirectly, any of the Plaintiffs. Conversely, the Plaintiffs agree not to intentionally contact, directly or indirectly, the Defendant. Nothing in this paragraph will preclude communications among the Parties' respective counsel when necessary or appropriate.

4. **Dismissal of Claims in Lawsuit.** Subject to the terms and conditions of this Agreement, including Paragraph 1.b., above, within 2 days of the date of the last signature date on the Agreement the Plaintiffs agree to dismiss the claims asserted against the Defendant in the Lawsuit with prejudice and without payment of costs at the time of the dismissal. Plaintiffs will not compensate or otherwise reimburse Defendant for costs. Furthermore, the Parties authorize their respective attorneys to electronically sign and file the stipulation to dismiss and to vacate the judgment against Plaintiff Bonnie Joseph, attached as **Addendum A** to this Agreement.

Defendant further agrees to file a motion to withdraw the lien in Milwaukee County (docketed as Milwaukee County Case No. 2024TJ000073) in the form attached as **Addendum D**, within 2 days of the date of the Dane County Circuit Court signing the order for dismissal with prejudice and vacatur of judgment in **Addendum A**. Likewise, the Parties agree to file a stipulation, attached as **Addendum B** to this Agreement, to the effect that all motions to seal are withdrawn and asking the Court to remove the temporary seal placed on the underlying documents, except that the Parties agree to file a stipulation reflecting their shared view that Exhibits C, E, I, and J to Dkt. 372 should remain under seal. Furthermore, the Parties agree to dismiss all pending Appeals (including cross-appeals) with prejudice and without costs to either party within 2 days after the Lawsuit is dismissed by the Dane County Circuit Court and, furthermore the Parties authorize their respective attorneys to electronically sign and file the stipulations attached as **Addendum C** to this Agreement.

5. **Mutual Release of All Claims**. In exchange for the consideration set forth herein and 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, along with the other Parties' respective agents, contractors, representatives, assigns, heirs, executors, administrators, personal representatives, employees, insurers, attorneys, and/or affiliates, and anyone else who might be liable, 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.

6. **Settlement Payment**. Troupis will pay to Plaintiffs a total of [REDACTED] on or before March 1, 2024. Troupis, through his counsel, shall wire this payment to the Trust Account of Stafford Rosenbaum LLP.

7. **Costs**. Other than as provided in Paragraphs 1.b. and 6 of this Agreement, the Parties otherwise agree to dismiss the Lawsuit without costs or fees awarded to any Party.

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 Dispute among the Parties 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. Likewise, the Parties represent that they have no present knowledge of any other individual, entity, or agency bringing claims against any Party concerning the Dispute or related to any claims asserted in the Lawsuit.

10. **Review of Agreement**. The Parties acknowledge that they are entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance. The Parties

represent, and their undersigned representatives further represent and warrant, that the Parties 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 their respective legal 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 Dispute, 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.

11. **Governing Law.** 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 venued exclusively in the Circuit Court for Dane County, Wisconsin.

12. **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.

13. **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.

14. **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.

15. **Execution in Counterparts.** 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.

16. **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 they have consulted with their respective legal counsel; and that the undersigned individuals have authority to enter into this Agreement.

*[Signatures to follow]*