

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into this 27th day of September, 2023 by and among the Massachusetts Republican State Committee ("MassGOP"), the Commonwealth of Massachusetts, Office of Campaign and Political Finance ("OCPF"), and William C. Campbell in his capacity as the Director of OCPF ("Director") (collectively "the Parties").

WHEREAS, OCPF and the Director allege that MassGOP received impermissible contributions totaling \$137,045.35 from the Ryan Fattman Committee, directed to be used for the benefit of the Stephanie Fattman Committee in connection with the nomination or reelection of Stephanie Fattman as Register of Probate for Worcester County in 2020, and structured to appear as contributions to MassGOP to avoid the \$100 committee-to-committee contribution limit, and expended or disbursed, or promised to expend or disburse money or its equivalent, in violation of G.L. c. 55, §§ 7 and 10, as well as 970 CMR 1.04(8), for the purpose of aiding or promoting the success of Stephanie Fattman in the 2020 election; and

WHEREAS, MassGOP admits no liability relating to these allegations; and

WHEREAS, the Parties wish by this Agreement to fully and finally resolve these claims to avoid the expense and uncertainty of litigation, upon the terms and conditions more fully set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby mutually agree as follows:

1. **Settlement Payment.** As consideration for this Agreement, and in full and complete settlement and release of OCPF and the Director's claims for violations of G.L. c. 55 in connection with Stephanie Fattman's 2020 campaign for re-election as Register of Probate for Worcester County, MassGOP shall pay the sum of fifteen thousand dollars (\$15,000) to the Commonwealth. Payment may be made in three monthly installments of five thousand dollars (\$5,000) each, with the first payment due by October 1, 2023, the second payment due by November 1, 2023, and the third and final payment due by December 1, 2023.

2. **Release of Claims.** In consideration of the signing of this Agreement and the Settlement Payment referenced in Paragraph 1 above, OCPF and the Director, on behalf of himself, his agents, representatives, assigns, heirs, successors, executors and administrators, agree to and hereby do waive, release and discharge all claims, demands, causes of action, fees, liabilities and expenses of any kind whatsoever, whether known or unknown, and whether or not previously asserted against MassGOP, by reason of any actual or alleged act, omission, transaction, practice, conduct or occurrence, arising out of or relating in any way to Stephanie Fattman's 2020 campaign for re-election as Register of Probate for Worcester County. This release does not apply to any claims that arise after the date this Agreement is executed, including any claims for breach of or enforcement of this Agreement, or any claims that may not be released as a matter of law.

3. **No Admission.** Liability is expressly denied by MassGOP. By entering into this Agreement, MassGOP does not admit that it has violated any law or other legal obligation with respect to Stephanie Fattman's 2020 campaign for re-election as Register of Probate in any way.

4. **Document Disclosure.** This Agreement may be subject to public disclosure pursuant to M.G.L. c. 66.

5. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the Parties. No modification or termination of this Agreement, in whole or in part, shall be valid or binding unless in writing and signed by both Parties.

6. **Enforceability.** If any provision in this Agreement shall, for any reason, be held invalid or unenforceable in any respect, it shall not affect any other provisions in this Agreement, but shall be construed by limiting it so as to be enforceable to the maximum extent compatible with applicable law, so long as such construction does not materially alter the rights or obligations of the Parties or deprive the other Parties of consideration for the undertakings and promises described herein.

7. **Multiple Copies.** Multiple copies of this Agreement with separate signatures shall serve as one merged document.

8. **Prior Agreements.** The Parties agree that upon execution, this Agreement will supersede any prior agreements between the Parties.

WHEREFORE, the Parties have completely read the above Agreement and attest that they fully understand its terms and knowingly and voluntarily accept its provisions in their entirety without reservation.

Massachusetts Republican State Committee

By:



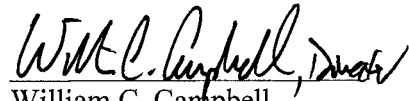
Amy Carnevale
Chair

September 27, 2023

Date

Commonwealth of Massachusetts, Office of Campaign and Political Finance
William C. Campbell, in his official capacity as Director of OCPF

By:



William C. Campbell
Director

September 27, 2023
Date