

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into this 23rd day of October, 2023 by and among Ryan Fattman, the Ryan Fattman Committee ("RFC"), Donald Fattman, the Commonwealth of Massachusetts Office of Campaign and Political Finance ("OCPF"), William C. Campbell in his capacity as the Director of OCPF ("Director"), and the Attorney General's Office (collectively "the Parties").

WHEREAS, OCPF and the Director allege that Ryan Fattman, through the RFC, and Donald Fattman, as he was Treasurer of the RFC, in connection with the election of Stephanie Fattman for Register of Probate for Worcester County in 2020, 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, Ryan Fattman, the RFC, and Donald Fattman deny these allegations, as they contend these contributions were consistent with state law, including 970 CMR 1.04(12) and 970 CMR 1.04(13); 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. **No Admission of Liability.** Liability is expressly denied by Ryan Fattman, RFC, and Donald Fattman. By entering into this Agreement, they do not admit that they have violated any law or other legal obligation with respect to any and all matters now pending before the Attorney General.

2. **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 and 970 CMR in any and all matters now pending before the Attorney General, Ryan Fattman/RFC shall pay the sum of fifty-five thousand dollars (\$55,000) to the Commonwealth, and Donald Fattman shall pay the sum of ten thousand dollars (\$10,000) to the Commonwealth. Payments of both amounts may be made from any combination of personal funds, RFC funds, or funds from a legal defense fund established by Ryan Fattman or RFC. Twenty-five percent of each amount (\$13,750 and \$2,500, respectively) shall be due upon the execution of this Agreement. Thereafter, twenty-five percent of each amount shall be due on or before December 7, 2023, January 22, 2024, and March 6, 2024, respectively.

3. **Retention of Professional Compliance Agent.** The RFC agrees to retain a professional compliance agent for purposes of monitoring the RFC's compliance with G.L. c. 55

within thirty days from the date of this Agreement until the conclusion of the 2026 primary and general elections.

4. **Release of Claims.** In consideration of the signing of this Agreement and the Settlement Payment referenced 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 Ryan Fattman, the RFC, and Donald Fattman, by reason of any actual or alleged act, omission, transaction, practice, conduct or occurrence arising out of or relating in any way to any and all matters now pending before the Attorney General. In addition, the Attorney General's Office agrees to and hereby waives, releases and discharges any claims, demands, or causes of action against Ryan Fattman, the RFC, and Donald Fattman, by reason of any actual or alleged act, omission, transaction, practice, conduct or occurrence, arising out of or relating in any way to any and all matters now pending before the Attorney General. These releases do 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.

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

6. **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 all Parties.

7. **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.

8. **Multiple Copies.** Multiple copies of this Agreement with separate signatures shall serve as one merged document. Each Party shall, upon signing this Agreement, provide a copy of this Agreement as signed by them to each other Party.

9. **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.

Ryan Fattman



Donald Fattman

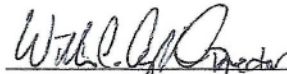


Ryan Fattman Committee
By:



Ryan Fattman

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

Office of the Attorney General
By:



Anne Sterman
Assistant Attorney General