

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release (“Agreement”) is made and entered into this 19th day of October, 2023 by and among Stephanie Fattman, the Stephanie Fattman Committee (“SFC”), 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 Stephanie Fattman and the Stephanie Fattman Committee, in connection with Stephanie Fattman’s election for Register of Probate for Worcester County in 2020, received, 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**, Stephanie Fattman and the SFC 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 Stephanie Fattman and the SFC. 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 and any and all matters now pending before the Attorney General, Stephanie Fattman/SFC shall pay the sum of one hundred thirty-seven thousand dollars (\$137,000) to the Commonwealth from SFC funds. Twenty-nine thousand dollars (\$29,000) shall be due upon the execution of this Agreement, followed by four payments of twenty-seven thousand dollars (\$27,000) each, due on or before October 31 of each succeeding year, with the final payment due no later than October 31, 2027. If Stephanie Fattman/SFC fails to pay the amounts set forth herein on or before the respective due dates, the entire balance then remaining shall be immediately due and payable.

3. **Retention of Professional Compliance Agent.** The SFC agrees to retain a professional compliance agent for purposes of monitoring the SFC'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 Stephanie Fattman and the SFC 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 Stephanie Fattman and the SFC 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.

Stephanie Fattman

Stephanie K. Fattman

Stephanie Fattman Committee

By:

Stephanie K. Fattman

Stephanie 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

William C. Campbell  
Director

Office of the Attorney General

By:

*Anne Sti*

Anne Sterman  
Assistant Attorney General

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