

RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (“Agreement”) is entered into as of November 2, 2022, by and between Joseph Clark (“Clark”), and Erin Decker (“Decker”) (each individually a “Party,” and collectively, “the Parties”).

RECITALS

A. On May 8, 2020, Clark filed a summons and complaint against Decker and several other Defendants in the case captioned Kenosha County Case No. 2020CV445 (the “Action”). The Action was based on a Post made by Decker on April 28, 2020 on the Republican Party of Kenosha County Facebook page (the “Post”).

B. The other Defendants were subsequently dismissed from the Action.

C. The Parties engaged in face-to-face mediation on November 2, 2022, and have independently determined that it is in their best interests to settle and resolve all issues related to the Action.

D. This Agreement is intended to embody all of the settlement terms and conditions and shall constitute the complete agreement between the Parties.

AGREEMENT

NOW, THEREFORE, in exchange for mutual consideration, the receipt and sufficiency of which are hereby acknowledged by all Parties to this Agreement, they agree as follows:

1. The above recitals are acknowledged as true and correct and incorporated in this Agreement. The Parties acknowledge that this Agreement is entered into to avoid the uncertainties of litigation and constitutes the full compromise and settlement of disputed claims. Neither this Agreement nor any documents relating to the subject matter hereof shall be construed as an admission of liability by any Party with respect to the allegations in the Action, or in any

other matter. This Agreement is a compromise, and all communications (whether oral or in writing) between or among the Parties, their counsel, or their respective representatives relating to, concerning or in connection with this Agreement and related matters, shall be governed and protected to the fullest extent permitted by law. The Parties agree that this Agreement shall not be used against any Party to the Agreement in any action except to enforce the terms hereof.

2. Decker will pay to Clark a total of \$10,000.00 as follows:

a. Decker will make her first \$5,000.00 payment to Clark on or before December 1, 2022.

b. Decker will make her second \$5,000.00 payment to Clark on or before January 3, 2023.

3. Decker shall make the checks out to “Joseph Clark” and ensure they are mailed to Clark at 8035 22nd Avenue, Kenosha, WI 53143, on or before the date of when each respective payment is due.

4. In the event that Decker fails to make any one of the settlement payments within five (5) business days following the delivery of a written notice of default by Clark to Decker that Clark has not received the settlement payment, Decker shall be considered in default of this Agreement (hereinafter “Default”).

5. Decker has removed the Post from the Kenosha County Republican Party Facebook page and Clark acknowledges the removal.

6. Subject to the obligations of this Agreement, Clark and his heirs, successors, assigns, affiliates, and agents hereby release and forever discharge Decker and her respective heirs, successors, assigns, affiliates, and agents from any and all claims, demands, and causes of action that were alleged or could have been alleged, arising out of the Action.

7. Within ten (10) calendar days after Decker makes the second settlement payment, the Parties, through their respective counsel, shall execute a Stipulation of Dismissal with prejudice, which shall provide that the Parties voluntarily agree to dismiss the action with prejudice and without fees or costs to either Party.

8. There are no third-party beneficiaries to this Agreement.

9. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the Parties. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives, or attorneys regarding this Agreement, except to the extent such representations are expressly set forth herein.

10. The Parties represent, warrant, and certify that they have secured independent legal advice and consultation in connection with this Agreement, and any rights they may be relinquishing hereby, and that in entering into this Agreement, they have not relied upon any representations or statements made by any other Party hereto, or by counsel for any other Party hereto, other than as stated herein expressly.

11. All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made by either (i) hand delivery; (ii) certified mail, return receipt requested; or (iii) overnight mail, addressed to the Party to be notified at the addresses below, or to such other address as such Party shall specify by like notice hereunder. In addition, the Parties listed below shall be simultaneously notified by e-mail at the e-mail addresses provided below.

If to Clark:

Atty. Todd Terry
Attorney Todd A. Terry
Terry & Nudo, LLC
4003 80th St Ste 101
Kenosha WI 53142-4995
todd@lawmidwest.com

If to Decker:

Atty. Matthew M. Fernholz
Cramer, Multhauf & Hammes, LLP
1601 East Racine Avenue
Suite 200
Waukesha, WI 53186
mmf@cmhlaw.com

12. This Agreement shall be governed by the laws of the State of Wisconsin, without reference to the conflicts of law rules of Wisconsin or any other jurisdiction.

13. Should litigation arise for any dispute stemming from this Agreement, the action shall be venued in the Circuit Court for Kenosha County, Wisconsin, to whose jurisdiction each Party irrevocably consents, but only for the purposes of enforcing this Agreement and for no other cause of action, claim, or any type of proceeding.

14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Executed signature pages may be removed from partially executed counterparts and attached to one or more other counterparts in order to produce fully executed counterparts of this Agreement. This Agreement may be executed by facsimile copy or electronic transmission in portable document format (or equivalent document-scanning format) ("PDF"), and each signature (whether counterpart, facsimile or PDF) thereto shall be and constitute an original signature with the same force and effect, and together shall make this an effective, binding agreement by each of

the Parties, again as if all Parties had executed a single original document. Each of the Parties represents and warrants that neither they, nor their agents, representatives, officers, employees or attorneys has assigned, transferred, pledged, or purported to assign, transfer or pledge any actual or alleged claims, obligations or liabilities that are the subject of this Agreement or that are released in this Agreement.

15. By entering into this Agreement, the Parties do not intend to make, nor shall they be deemed to have made, any admission of liability or non-liability of any kind. The Parties specifically deny any and all liability to each other. This Agreement is the product of informed and arms-length negotiations and compromises of previously stated positions. Nothing contained in this agreement shall be constituted as an admission by any Party as to the merit or lack of merit of any particular theory relating to the subject matter addressed herein. The Parties have participated in the good faith negotiation and drafting of this Agreement, and any rule of contractual interpretation that any ambiguity be construed against the drafter shall not apply.

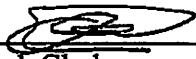
16. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

17. The effective date of this Agreement shall be November 2, 2022, and all terms shall be deemed to have been in force and effect from that date forward.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date set forth above.

DATE: 11/28/22

DATE: _____



Joseph Clark

Erin Decker



DATE: _____

DATE: 11/28/2022

Joseph Clark

Erin Decker

Erin Decker