

## SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into by and between Richard Carrier, Ph.D. (“Carrier”), on the one hand, and Amy Elizabeth Frank (“Frank”) and Paul Z. Myers, Ph.D., on the other hand. For purposes of this Agreement, when referred to collectively, Carrier, Frank, and Myers may be referred to as the Parties and may be referred to individually as a “Party.” This Agreement is effective as of the date it has been signed by all parties (the “Effective Date”).

**WHEREAS**, on or about September 20, 2016, Carrier filed suit against Frank and Myers, as well as against Freethoughtblogs Network, The Orbit, Stephanie Zvan, Scepticon, Inc., and Lauren Lane, in the United States District Court for the Southern District of Ohio (Case No. 2:16-cv-00906) (the “Ohio Case”);

**WHEREAS**, the Ohio Case was dismissed without prejudice on or about November 14, 2018;

**WHEREAS**, on or about April 29, 2019, Carrier filed suit against Myers alone in the United States District Court for the District of Minnesota (Case No. 0:19-cv-01152) (the “Minnesota Case”), and a motion to dismiss by Myers remains pending therein;

**WHEREAS**, on or about April 29, 2019, Carrier filed suit against Scepticon, Inc., and Lauren Lane alone in the United States District Court for the Eastern District of Missouri (Case No. 4:19-cv-01059) (the “Missouri Case”), which was dismissed with prejudice on September 30, 2019;

**WHEREAS**, on or about April 29, 2019, Carrier filed suit against Frank alone in the United States District Court for the District of Arizona (Case No. 0:19-cv-01152) (the “Arizona Case”);

**WHEREAS**, on or about May 24, 2019, Frank filed counterclaims against Carrier in the Arizona Case;

**WHEREAS**, the Ohio Case, the Missouri Case, the Arizona Case, and the Minnesota Case involved substantially similar and/or related factual allegations and claims for relief;

**WHEREAS**, the Parties are desirous to amicably resolve all legal claims and liabilities arising out of the four said cases;

**THEREFORE**, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

**1. Dismissal.**

- a. Within 3 days of the Effective Date of this Agreement, Carrier and Frank shall file a Stipulation of Dismissal in the Arizona Case, dismissing all claims asserted by Carrier against Frank with prejudice and all claims asserted by Frank against Carrier with prejudice. Such stipulation shall be substantially in the form appended hereto as **Exhibit A**.

- b. Within 3 days of the Effective Date, Carrier and Myers shall file a Stipulation of Dismissal in the Minnesota case, dismissing all claims asserted by Carrier against Myers with prejudice. Such stipulation shall be substantially in the form appended hereto as **Exhibit B**. In the event the Court in the Minnesota case issues an order on the pending motion to dismiss before the date the Parties are to file such a stipulation, dismissing the case with prejudice, the obligation in this paragraph shall be moot and no such stipulation will be filed. In such event, however, Myers agrees to not file a Bill of Costs in the Minnesota Case, and Carrier agrees to not file any appeal of any order or judgment in the Minnesota Case.

## 2. Releases.

- a. On the Effective Date, Carrier, for himself, his heirs, his executors, and/or his assigns, hereby unconditionally, knowingly, and voluntarily releases and forever discharges Frank, Myers, Freethoughtblogs Network, The Orbit, Stephanie Zvan, Skepticon, Inc., Lauren Lane, Cara Zelaya, and Jason Thibeault, and their heirs, successors, insurers, attorneys, subsidiaries, affiliates, predecessors, successors and/or assigns together with their respective past, present or future officers, directors, owners, members, Staff, shareholders, employees and agents (collectively “Released Parties”) from any and all actions (direct or derivative), suits, causes of actions, demands, rights, liabilities, claims, counterclaims, debts, damages (including compensatory, punitive and/or exemplary), injuries, losses, costs, fees (including attorneys’ fees) and expenses, of any nature, kind and character, in law or in equity, civil or criminal, under the common law, state law, federal law or otherwise, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, fixed or contingent, and/or actual or potential, which Carrier had, has or may later discover arising from, connected or in any way related to, or based upon the facts and circumstances that were alleged, or could have been alleged, in the Ohio Case, the Missouri Case, the Minnesota Case, and/or the Arizona Case.
- b. On the Effective Date, Myers, for himself, his heirs, his executors, and/or his assigns, hereby unconditionally, knowingly, and voluntarily releases and forever discharges Carrier and his heirs, successors, insurers, attorneys, subsidiaries, affiliates, predecessors, successors and/or assigns together with his respective employees and agents (collectively “Carrier Parties”) from any and all actions (direct or derivative), suits, causes of actions, demands, rights, liabilities, claims, counterclaims, debts, damages (including compensatory, punitive and/or exemplary), injuries, losses, costs, fees (including attorneys’ fees) and expenses, of any nature, kind and character, in law or in equity, civil or criminal, under the common law, state law, federal law or otherwise, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, fixed or contingent, and/or actual or potential, which Myers had, has or may later discover arising from, connected or in any way related to, or based upon the facts and circumstances that were alleged, or could have been alleged, in the Ohio Case, the Missouri Case, the Minnesota Case, and/or the Arizona Case.

- c. On the Effective Date, Frank, for herself, her heirs, her executors, and/or her assigns, hereby unconditionally, knowingly, and voluntarily releases and forever discharges the Carrier Parties from any and all actions (direct or derivative), suits, causes of actions, demands, rights, liabilities, claims, counterclaims, debts, damages (including compensatory, punitive and/or exemplary), injuries, losses, costs, fees (including attorneys' fees) and expenses, of any nature, kind and character, in law or in equity, civil or criminal, under the common law, state law, federal law or otherwise, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, fixed or contingent, and/or actual or potential, which Frank had, has or may later discover arising from, connected or in any way related to, or based upon the facts and circumstances that were alleged, or could have been alleged, in the Ohio Case, the Missouri Case, the Minnesota Case, and/or the Arizona Case.
- d. Section 1542 Waiver: Each of the parties to this Agreement expressly waives the protection of Section 1542 of the California Civil Code, and expressly waives and releases any rights or benefits arising thereunder. Section 1542 of the California Civil Code states:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

The Parties acknowledge that each is aware that he/she may hereafter discover facts different from, or in addition to, those which they or their attorneys now know or believe to be true with respect to the matters released above, and agree that the releases so given above shall be and remain in effect as full and complete releases of the respective claims, notwithstanding any such different or additional facts.

- e. It is the intent of this Agreement to provide the broadest release and discharge possible under the law, and the release herein shall bar all claims arising out of any events, actions, or facts that took place or occurred prior to the Effective Date of this Agreement. This general release is binding upon and for the benefit of each of the Parties and all persons acting on behalf of, through, or in concert with them.
  - f. The Parties are aware and acknowledge that they may discover facts different from or in addition to the facts that they now know or believe to be true with respect to the claims asserted in the Ohio Case, the Missouri Case, the Arizona Case, and the Minnesota Case; it is nevertheless their intention to settle finally any and all claims that now exist or may hereinafter exist among them.
- 3. **Payment and Attorney's Fees.** No Party shall provide payment to the other Parties pursuant to this Agreement, and the Parties shall bear their own attorney's fees and costs.
  - 4. **Covenant Not to Sue.** In exchange for the mutual promises, releases, and consideration in this Agreement, a) Carrier hereby covenants that he shall not commence or maintain

any suit against the Released Parties, whether at law or in equity, on any claim released by him in this Agreement and b) Frank and Myers hereby covenants that they shall not commence or maintain any suit against the Carrier Parties, whether at law or in equity, on any claim released by them in this Agreement. These covenants shall be binding upon and inure to the benefit of the Parties, their successors, assigns, executors, administrators, personal representatives, and heirs, as well as to the benefit of the Released Parties and the Carrier Parties.

**5. Communications.** All notices, requests, consents, and other communications required or permitted to be given hereunder shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, or via email as follows:

- a. If to Richard Carrier, care of:  
Richard Carrier, Ph.D.  
134 W. Tulane Rd. Apt. B  
Columbus, OH 43202  
<richard.carrier@icloud.com>
- b. If to Amy Frank or to Paul Z. Myers, Ph.D, care of:  
Marc J. Randazza and/or Ronald D. Green  
RANDAZZA LEGAL GROUP, PLLC  
2764 Lake Sahara Drive, Suite 109  
Las Vegas, NV 89117  
<mjr@randazza.com>; <rdg@randazza.com>; <ecf@randazza.com>

**6. Miscellaneous.**

- a. This Agreement may be supplemented, amended, modified, or terminated only by the mutual written agreement of the Parties. No supplement, amendment, modification, or termination of this Agreement shall be binding unless it is in writing and signed by each Party herein. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth in this Agreement.
- b. This Agreement is a compromise of disputed claims, and nothing contained herein shall be deemed or construed to be an admission or acknowledgement of liability by any Party.
- c. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

- d. This Agreement may be executed in any number of counterparts by hand or electronic signature each of which shall be an original, but all of which together shall constitute one instrument.
- e. Governing Law, Venue, and Agreement to Arbitrate This Agreement is made, and shall be construed, in accordance with the laws of the State of Nevada. The Parties agree that any and all disputes or claims that may arise between them, including as to the enforcement of this Agreement, shall be resolved exclusively through final and binding arbitration, rather than in court, except that the Parties may invoke the jurisdiction of the courts in which the Minnesota Case and/or the Arizona Case are pending to enforce the requirement of the filing of stipulations of dismissal therein. The Parties agree that any litigation to compel arbitration or to confirm or vacate an arbitration award shall be resolved in the courts of Clark County, Nevada. The Parties hereby consent to personal jurisdiction and venue in the State of Nevada for such arbitration and/or litigation. This Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

The Parties agree that the arbitrator shall not be a retired judge unless both parties otherwise agree. The Parties both agree that they will not use the services of JAMS or AAA for the arbitration, and any arbitration filed under either of those companies' auspices is immediately vacatable, unenforceable, and non-confirmable. Any such arbitration must meet the following conditions:

- i. The Arbitrator must swear or affirm that they have not presided over a case involving either party or either party's counsel for the prior five years.
  - ii. The Arbitrator shall agree to apply Nevada law.
  - iii. The Arbitrator must agree to not take on any matter involving either party or either party's counsel for five years after the arbitration, with any violation of this requiring the disgorgement of any arbitration fees earned. Any arbitration conducted by an arbitrator who does not so agree shall be unconfirmable.
  - iv. The Parties shall equally share the arbitrator's fees and expenses.
  - v. The arbitration decision may be re-submitted to a new arbitrator in the event of clear error of law or fact. The party submitting the matter to a new arbitrator shall pay the second arbitrator's fees and expenses. However, if that second arbitrator finds that there was a material error of law or fact in the decision that affected the outcome of the first arbitration, the other party shall reimburse the re-submitting party for half the second arbitrator's fees and expenses.
  - vi. If the second arbitrator does not find that there was a material error of law or fact in the decision that affected the outcome of the first arbitration, then the party re-submitting it shall pay the other party's attorneys' fees and expenses expended in the second arbitrator.
- f. Each of the Parties represents that they had a full and fair opportunity to participate in the drafting of this Agreement and this Agreement shall be construed as if jointly written by the Parties. The Parties, and specifically Carrier, hereby acknowledges that

they have had a full and fair opportunity to consult with counsel of their choosing regarding this Agreement and the terms thereof and have entered into this Agreement following such opportunity. PS  
RC PS  
AF PS  
PEM [initials]

**IN WITNESS WHEREOF**, the Parties hereto have affixed their respective authorized signatures and the dates of said affixation.

**RICHARD CARRIER, PH.D.**

DocuSigned by:  
Richard C. Carrier DATE: 11/25/2019  
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**AMY ELIZABETH FRANK**

DocuSigned by:  
Amy Frank DATE: 11/25/2019  
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**PAUL Z. MYERS, PH.D.**

DocuSigned by:  
Paul Z. Myers DATE: 11/25/2019  
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# EXHIBIT A

**RANDAZZA** | LEGAL GROUP

1 **RANDAZZA LEGAL GROUP, PLLC**  
 2 Marc J. Randazza, AZ Bar No. 027861  
 3 2764 Lake Sahara Drive, Suite 109  
 4 Las Vegas, Nevada 89117  
 5 Tel: 702-420-2001  
 6 ecf@randazza.com  
 7 *Attorney for Defendant*  
 8 Amy Frank

7 **UNITED STATES DISTRICT COURT**  
 8 **DISTRICT OF ARIZONA**  
 9 **PHOENIX DIVISION**

9 Richard C. Carrier, Ph.D.,  
 10 an individual,

Case No.: 2:19-CV-02719-JJT

11 Plaintiff,

**STIPULATION OF DISMISSAL**

12 v.

13 Amy Elizabeth Frank,  
 14 an individual,

15 Defendant.

17 Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), Plaintiff and Defendant  
 18 hereby stipulate that a) Plaintiff's claims against Defendant and b)  
 19 Defendant's counterclaims against Plaintiff are and shall be dismissed with  
 20 prejudice, with each party responsible for its own costs and attorneys'  
 21 fees.

23 Dated: November XX, 2019

Respectfully submitted,

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/s/

Marc J. Randazza,  
AZ Bar No. 027861  
RANDAZZA LEGAL GROUP, PLLC  
2764 Lake Sahara Drive, Suite 109  
Las Vegas, Nevada 89117  
Tel: 702-420-2001  
ecf@randazza.com

*Attorney for Defendant*  
Amy Elizabeth Frank

/s/

Richard C. Carrier, *pro se*  
134 W. Tulane Rd. Apt. B  
Columbus, Ohio 43202-1943  
(510) 932-9536  
richard.carrier@icloud.com

Case No. 2:19-cv-02719-JJT

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on November XX, 2019, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I further certify that a true and correct copy of the foregoing document is being served via transmission of Notices of Electronic Filing generated by CM/ECF.

Respectfully Submitted,

/s/ \_\_\_\_\_

RANDAZZA | LEGAL GROUP

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# EXHIBIT B

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

RICHARD C. CARRIER, Ph.D.,  
an individual,

Plaintiff,

v.

PAUL Z. MYERS, Ph.D.,  
an individual,

Defendant.

Case No.: 0:19-CV-01152-PJS-LIB

**STIPULATION OF DISMISSAL**

Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), Plaintiff and Defendant hereby stipulate that Plaintiff's claims against Defendant are and shall be dismissed with prejudice, with each party responsible for his own costs and attorneys' fees.

Dated November \_\_, 2019    Respectfully Submitted,

RANDAZZA LEGAL GROUP, PLLC

/s/

Marc J. Randazza (*pro hac vice*)  
Ronald D. Green (*pro hac vice*)  
**RANDAZZA LEGAL GROUP, PLLC**  
2764 Lake Sahara Drive, Suite 109  
Las Vegas, Nevada 89117  
Telephone: 702-420-2001  
ecf@randazza.com

Troy Hutchinson  
(MN License No. 0320420)  
**ROCK HUTCHINSON**  
120 South Sixth Street, Suite 2050  
Minneapolis, MN 55402  
Telephone: 612-743-3164  
thutchinson@rockhutchinson.com

*Attorneys for Defendant*

*Paul Z. Myers*

/s/

Richard C. Carrier, *pro se*  
134 W. Tulane Rd. Apt. B  
Columbus, Ohio 43202-1943  
(510) 932-9536  
richard.carrier@icloud.com

Case No. 0:19-cv-01152-PJS-LIB

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on November \_\_, 2019, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I further certify that a true and correct copy of the foregoing document is being served via transmission of Notices of Electronic Filing generated by CM/ECF.

Respectfully Submitted,

/s/

\_\_\_\_\_  
Marc J. Randazza