SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into by and among **Daniel Suhr** ("Suhr" or "Plaintiff") and **Dan D. Gartzke**, **Steven J. Krueger**, **Martina Rae Gast**, and **Larry Martin**, in their official capacities as officers of the State Bar of Wisconsin (the "State Bar") ("Defendants") (collectively with Plaintiff, the "Parties").

RECITALS

A. On or about December 19, 2023, Plaintiff initiated a lawsuit originally captioned *Daniel Suhr v. Dean R. Dietrich et al.* in the federal District Court for the Eastern District of Wisconsin, Case No. 2:23-cv-01697-SCD (the "Lawsuit").

B. In Plaintiff's Complaint (the "Complaint"), he asserted claims pursuant to 42 U.S.C. § 1983 alleging that Defendants violated his free speech and free association rights under the First Amendment to the Constitution of the United States by requiring him to be a member of the State Bar and by using Plaintiff's mandatory dues to fund State Bar activities that are non-germane to a constitutionally permissible purpose of the State Bar (the "Allegations").

C. Effective April 2, 2024, the Parties entered into a settlement of all claims in the Complaint relating to the State Bar's Diversity Clerkship Program (the "Diversity Clerkship Program") based on allegations that the Diversity Clerkship Program violates law students' rights under the First and Fourteenth Amendments to the Constitution of the United States. Plaintiff's claims relating to the Diversity Clerkship Program were dismissed by stipulation of the Parties on April 5, 2024.

D. Plaintiff filed an Amended Complaint (the "Amended Complaint") on April 30, 2024. Plaintiff's claims in the Amended Complaint were dismissed in part on August 19, 2024, dismissing claims against the President-Elect, Immediate Past-President, and Chairperson of the Bar Board of Governors, and further dismissing Plaintiff's claims for money damages.

E. Plaintiff maintains that the Allegations in the Amended Complaint are accurate. Defendants deny the Allegations in the Amended Complaint in their entirety.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, and for valuable and mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows to avoid the costs and uncertainties of litigation:

1. Recitals. The foregoing recitals are confirmed as true and correct by the Parties and are incorporated herein by reference. The recitals are a contractual and substantive part of this Agreement.

3. State Bar Policies. Defendants will cause the State Bar to implement the following changes to its policies and activities:

(a) The State Bar will not alter the definition of "diversity" adopted by the State Bar Board of Governors in April 2025 to include any consideration of race, ethnicity, color, or national origin unless such change is permitted by a change in law.

(b) The State Bar will remove (and will not add back unless such change is permitted by a change in law) references to immutable characteristics on its nomination form for the Leadership Development Summit and will remove the following sentence from the second question on the form: "This event is designed to attract a variety of legal professionals with diverse geographic, ethnic, gender, political and practice backgrounds."

(c) The State Bar will remove (and will not add back unless such change is permitted by a change in law) references to immutable characteristics on its application form for the Leadership Academy and will remove the following sentence from the first question on the form: "Factors to incorporate in your comments below may include, but are not limited to, your race, ethnicity and national origin, religion, sexual preference, gender, foreign language or travel, family situation, military service, athletic or academic interests, socio-economic background, urban or rural focus, and any honors or awards you have received."

(d) The State Bar will not provide information to anyone selecting participants for the Leadership Development Summit or Leadership Academy concerning any candidate's race, ethnicity, national origin, religion, sexual preference, disability, gender or gender identity, or military service, unless such information is permitted by a change in law. Nominators and applicants will not be prohibited from disclosing such information in their written submissions but will not be advised or asked to do so. For the avoidance of doubt, providing information concerning an applicant's membership in an organization or other credentials shall not violate this subsection if included in an applicant's or nominator's written submission.

(e) Beginning in Fiscal Year 2027, the State Bar will publish annually a chart of chargeable activities concurrently with its *Keller* dues reduction notice unless or until a change in law permits it to omit such disclosures. The chart of chargeable activities will be in a form substantially similar to Exhibit B hereto.

4. Release by Plaintiff. From and after the execution of this Agreement, and with the exception of obligations under this Agreement, Plaintiff hereby releases and forever discharges, on his behalf and on behalf of his heirs, assigns, successors, agents, and legal representatives, Defendants and each of their respective heirs, assigns, agents, legal representatives, predecessors to office, insurers, and successors to office from any and all claims, demands, and causes of action of any sort and all damages, in equity or contract, whether known or unknown, liquidated or unliquidated, contingent or non-contingent, that he has arising at any time prior to the date of this Agreement, including without limitation claims made or that could have been made in connection

with or relating to the Lawsuit, Allegations, Complaint, and Amended Complaint. The Parties understand that this Release is personal to the Plaintiff and that Plaintiff has no ability to release or waive any claims by other members of the State Bar or any other third party. Nothing in this paragraph shall absolve Defendants from their performance obligations under this Agreement.

5. Settlement Not an Admission. Defendants expressly deny all Allegations in the Lawsuit. This Agreement, and any negotiations or proceedings connected with it, shall not in any event constitute or be construed as, or be deemed or suggested to be evidence of, an admission of or concession of any wrongdoing by any party hereto.

6. Representations. The Plaintiff represents and warrants that he has not sold, transferred, conveyed, assigned, or otherwise disposed of any right, title, or interest in any of the Released Matters herein to any person or entity. The Parties further affirm that the Parties are each fully capable of executing this Agreement and understand its contents and further, that the Parties have legal counsel of their own choice or had an opportunity to obtain such legal counsel to explain the legal effect of signing this Agreement.

7. Confidentiality. [redacted]

8. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and may not be modified or amended except in a written instrument executed by all of the Parties or, as applicable, their respective successors or authorized representatives.

9. Validity of Agreement. Should any clause, sentence, paragraph, or other part of this Agreement be finally adjudged by any court of competent jurisdiction to be unconstitutional, invalid, or in any way unenforceable, such adjudication shall not affect, impair, invalidate, or nullify the remainder of the Agreement, but shall affect only the clause, sentence, paragraph, or other parts so adjudged. The Parties each acknowledge that they have read and understand this Agreement, and that they have had the benefit of advice and counsel from attorneys of their own choosing.

[redacted]

11. Successors in Interest. This Agreement is binding upon and shall inure to the benefit of any and all executors, administrators, personal representatives, heirs, assigns, and other successors in interest of each Party.

12. Signing in Counterparts. This Agreement may be signed in Counterparts, each of which shall be deemed an original, but all of which together constitute one and the same Agreement. A facsimile or e-mail (in .pdf or similar format) of any party's signature to this Agreement shall be treated as an original signature for all purposes of this Agreement and shall be fully effective to bind such party to the terms of this Agreement. For the avoidance of doubt, a party may sign this Agreement electronically (i.e., DocuSign or similar program) and such signature shall be treated as an original signature for all purposes of this Agreement and shall be fully effective to bind such party to the terms of this Agreement. From and after the execution of this Agreement, Plaintiff agrees to take no further action to prosecute the claims raised against Defendants in the Lawsuit, nor any of the Released Matters.

IN WITNESS WHEREOF, the Parties hereto evidence their agreement and have executed this Agreement as of the day and year first below written.

Signatures On Next Page

Date Executed: July 15, 2025

Daniel Suhr

Date Executed: 7/16/2025, 2025

Signed by:
Dan Gartzke
D6605D239E1F49A...

Dan D. Gartzke

Date Executed: 7/16/2025, 2025

DocuSigned by:
Steven Krueger
6B89F0837CB54F0...

Steven J. Krueger

Date Executed: 7/16/2025, 2025

Signed by:
80751FDB5CA54CB...

Martina Rae Gast

Date Executed: 7/16/2025, 2025

Signed by:
Larry Martin
D0442F12BB96458...

Larry Martin