

## SETTLEMENT AGREEMENT

This Settlement Agreement (“**Agreement**”) is entered into this 12th day of January 2023 (the “**Effective Date**”), by and between [REDACTED], an individual, any affiliates of [REDACTED], and any companies in which [REDACTED] owns a majority stake (“[REDACTED]”), and, jointly, Eve Rickert, an individual, any affiliates of Rickert, and any companies in which Rickert owns a majority stake (“**Rickert**”), Thorntree Press, LLC, an Oregon Limited Liability Entity (“**Thorntree Press**”), and Talk Science to Me Communications Inc., dba Thornapple Press (“**Thornapple Press**”). Together, Rickert, Thorntree Press, Thornapple Press, and [REDACTED] shall be considered the “Parties,” and individually each a “Party.”

### RECITALS

A. WHEREAS [REDACTED] and Rickert co-wrote several creative works together according to a co-author agreement executed on May 9, 2013, later amended by a co-author agreement dated May 21, 2018 (together, the original agreement and the amendment are the “**MTT Co-Author Agreement**”) whereby they jointly hold the copyright to the creative work *More than Two*, later renamed *More Than Two: A Practical Guide to Ethical Polyamory*;

1. On or around June 19, 2018, and with an effective date of January 1, 2018, [REDACTED] and Rickert, individually and simultaneously, entered into exclusive publishing agreements (the “[REDACTED] **MTT Publishing Agreement**” and the “**Rickert MTT Publishing Agreement**,” respectively) with Thorntree to publish *More than Two: A Practical Guide to Ethical Polyamory*;

2. According to a co-author agreement executed on May 21, 2018 (the “**P&J Co-Author Agreement**”), [REDACTED] and Rickert co-authored and jointly hold the copyright to the creative work *Polyamory and Jealousy: A More Than Two Essentials Guide*;

3. On or around June 18, 2018, and with an effective date of January 16, 2016, [REDACTED] and Rickert, individually and simultaneously, entered into exclusive publishing agreements (the “[REDACTED] **P&J Publishing Agreement**” and the “**Rickert P&J Publishing Agreement**,” respectively) with Thorntree to publish *Polyamory and Jealousy: A More Than Two Essentials Guide*;

4. According to a co-author agreement executed on May 21, 2018 (the “**Black Iron Co-Author Agreement**”), [REDACTED] and Rickert co-authored and jointly hold the copyright to the novel, *Black Iron: A Novel*;

5. On August 13, 2018, [REDACTED] and Rickert, individually and simultaneously, entered into exclusive publishing agreements (the “[REDACTED] **Black Iron Publishing Agreement**” and the “**Rickert Black Iron Publishing Agreement**,” respectively) with Thorntree;

6. The [REDACTED] Black Iron Publishing Agreement and the Rickert Black Iron Publishing Agreement were terminated on August 29, 2022;

7. According to a co-author agreement executed on May 21, 2018 (the “**RBR Co-Author Agreement**”), [REDACTED] and Rickert co-authored and jointly hold the copyright to the creative work, *The Relationship Bill of Rights*;

8. On or around June 19, 2018, [REDACTED] and Rickert, individually and simultaneously, entered into exclusive publishing agreements (the “[REDACTED] **RBR Publishing Agreement**” and the “**Rickert RBR Publishing Agreement**,” respectively) with Thorntree to publish the creative work *The Relationship Bill of Rights*;

9. On August 13, 2018, [REDACTED] individually entered into an exclusive publishing agreement (the “[REDACTED] **Game Changer Publishing Agreement**”) with Thorntree for the publication of the work *The Game Changer: A Memoir of Disruptive Love*;

10. The [REDACTED] **Game Changer Publishing Agreement** was terminated on August 6, 2022.

- B.** WHEREAS on February 15, 2021, [REDACTED] and Rickert agreed to enter into a settlement agreement to determine the disposition of several legal claims, including but not limited to (i) the ownership of Thorntree and another Company, Tacit Pleasures, Inc., a Canadian Corporation formed in 2014, and (ii) to modify the foregoing agreements, and (iii) to create a trust to hold the copyrights to *More Than Two: A Practical Guide to Ethical Polyamory*, *Polyamory and Jealousy: A More Than Two Essentials Guide*, *Black Iron: A Novel*; and *The Relationship Bill of Rights* (the “**First Settlement Agreement**”);
- C.** WHEREAS as a result of the **First Settlement Agreement**, Rickert transferred all of her interest in Tacit Pleasures Inc. (the “**Rickert Interest**”) to [REDACTED];
- D.** WHEREAS as a result of the **First Settlement Agreement**, [REDACTED] transferred his entire twenty-five percent (25%) interest in Thorntree (the “[REDACTED] **Interest**”) to Rickert, making Rickert the sole shareholder;
- E.** WHEREAS the formation of a copyright trust specified in the **First Settlement Agreement** was not executed according to its agreed-upon terms;
- F.** WHEREAS Rickert filed a lawsuit in Multnomah Circuit Court under case number 22CV09374, and [REDACTED] filed a counterclaim against Rickert and third-party claim against Thorntree and the lawsuit was later dismissed without prejudice on October 24, 2022;
- G.** WHEREAS in order to resolve the ownership of and publication rights to the foregoing works and to completely sever any remaining relationship, ownership, or shared rights between the Parties, and resolve all the claims, counterclaims and third-party claims

included in the Multnomah Circuit Court case number 22CV09374, the Parties now enter into this **Agreement**.

## **AGREEMENT**

Now, therefore, in consideration of the mutual promises and covenants contained in this **Agreement**, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1 Cash Payment; Assignments, and Modifications.**

**1.1 Cash Payment.** Rickert will pay [REDACTED] the sum of US \$89,000.00 (Eighty-Nine Thousand US Dollars and 00/100). Payment will be made by a cashier's check, ACH payment, or wire transfer made out to The DuBoff Law Group PC Trust Account. The tax identification number is 90-1036734. The payment shall be made within sixty-five (65) days of the execution of this Agreement.

**1.2 Modification of The First Settlement Agreement.** In order to effectuate the intent of the Parties, the First Settlement Agreement, attached hereto as Exhibit A, is effectively modified as follows:

- a) Paragraphs 3(i) and (ii) are stricken;
- b) Paragraph 4 is stricken in its entirety;
- c) Paragraph 17 is stricken in its entirety; and
- d) All other terms of the First Settlement remain effective and enforceable.

In the event of any direct conflict between the provisions of this Agreement and any provision of the First Settlement Agreement, the terms and provisions of this Agreement shall govern and control.

**1.3 Termination of Black Iron Agreements.** The [REDACTED] Black Iron Publishing Agreement and the Rickert Black Iron Publishing Agreement were terminated on or about August 30, 2022. The Black Iron Co-Author Agreement is hereby terminated. [REDACTED] shall not distribute, sell, or publish any material bearing any Thorntree Press brand, logo, wordmark, CIP data, barcode, ISBN, or any other mark that would imply association with or ownership by Thorntree Press. Rickert shall provide [REDACTED] with one case (24 copies) of the Thorntree Press first edition Black Iron for personal use, which shall not be distributed through the book trade or resold through any trade channel. Thorntree, Rickert and Thornapple will provide [REDACTED] with any physical or electronic files for Black Iron in their possession, including but not limited to InDesign files, eBook files, and cover artwork within thirty (30) days of the execution of this Settlement Agreement. Thorntree, Rickert and Thornapple shall then (i) destroy all remaining copies of the physical or electronic files in their possession, and (ii) provide [REDACTED] with a signed written statement certifying that they have complied with the foregoing obligations.

**1.4 Intellectual Property Assignment and Transfer to [REDACTED]** Rickert hereby transfers and assigns any and all right, title, and interest in and to the creative work of authorship *Black Iron: A Novel* and its universe throughout the world, including but not limited to copyrights, trademark rights, or any other rights in and to the work to [REDACTED], in any medium

now known or later developed, and any extensions related thereto. Further, Rickert waives in favor of [REDACTED] her moral rights in *Black Iron: A Novel*. Rickert agrees to take all actions necessary and required to transfer all right, title, and interest in and to *Black Iron: A Novel* to [REDACTED].

**1.5 Termination of the MTT, P&J, and RBR Agreements.** The (i) MTT Co-Author Agreement, the [REDACTED] MTT Publishing Agreement, and the Rickert MTT Publishing Agreement; (ii) P&J Co-Author Agreement, the [REDACTED] P&J Publishing Agreement, and the Rickert P&J Publishing Agreement; and (iii) RBR Co-Author Agreement, the [REDACTED] RBR Publishing Agreement, and the Rickert RBR Publishing Agreement, each referenced above at Recitals A.1, A.2, A.6, and A.7, are hereby terminated. [REDACTED] will provide Thorntree with any physical or electronic files for the MTT Works (defined below) in his possession, including but not limited to InDesign files, eBook files, and cover artwork within thirty (30) days of the execution of this Settlement Agreement. [REDACTED] shall then (i) destroy all remaining copies of the physical or electronic files in his possession, and (ii) provide Thorntree with a signed written statement certifying that he has complied with the foregoing obligations.

**1.6 Intellectual Property Assignment and Transfer to Rickert.** [REDACTED] hereby transfers and assigns any and all right, title, and interest in and to the creative works of authorship titled (i) “The Relationship Bill of Rights”, (ii) *MORE THAN TWO: A Practical Guide to Ethical Polyamory*, and (iii) *Polyamory and Jealousy: A MORE THAN TWO Essentials Guide* (collectively, “MTT Works”) throughout the world, in any form now known or later developed, to Rickert. These rights include but are not limited to:

- a) Any and all registered or unregistered copyrights in the MTT Works, or any writings, notes, drawings, or other materials created in connection with the MTT Works, and any extensions thereof;
- b) Access and ownership of any and all of the following related social media accounts:
  - i. the Facebook account located at the address [www.facebook.com/MoreThanTwoBook](http://www.facebook.com/MoreThanTwoBook),
  - ii. the Instagram account with the username @MTTbook,
  - iii. the YouTube account under the name @MoreThanTwoBook,
  - iv. the Twitter account with the username @MTTbook, and
  - v. any other social accounts now in existence or later created on behalf of the MTT Works; and
- c) Any and all remaining rights whatsoever to the MTT Works, including a full waiver of moral rights.

To the extent not already addressed in this Section 1.6, [REDACTED] hereby abandons and disclaims any and all ongoing right, title, or interest in or to the MTT Works in all mediums now known or later developed. Further, [REDACTED] hereby waives in favor of Rickert his moral rights in the MTT Works. [REDACTED] agrees to take all actions necessary and required to transfer all right, title, and interest to the MTT Works to Rickert.

### **1.7 Trademark.**

The parties agree that, as between [REDACTED] and Thorntree Press, Inc., Thornapple Press, Inc., and Eve Rickert (“Thorntree”), Thorntree is the holder of the trademark “MORE THAN TWO” for

print, eBooks, and audiobooks (the “Mark” or “Marks”) and has the exclusive right to use the Marks throughout the world in connection with print books, eBooks, and audiobooks (“the Thorntree Goods and Services”). [REDACTED] will refrain from taking any action or proceeding, legal or otherwise, that would hinder Thorntree in its free and unfettered use and registration of the Marks in connection with the Thorntree Goods and Services. [REDACTED], his subsidiaries, divisions and affiliates will not challenge or contest in any manner Thorntree’s mark or the registration or ownership of the Marks by Thorntree with the Thorntree Goods and Services, including but not limited to trademark application numbers 97205444, 97205611, and 97205671.

Thorntree, Thornapple, and Eve Rickert consent to the use of the Marks by [REDACTED] in connection with [REDACTED]’s website, morethantwo.com (the “[REDACTED] Goods and Services”) so long as that use does not include print books, eBooks, or audiobooks, and will refrain from taking any action or proceeding, legal or otherwise, that would hinder [REDACTED] in its free and unfettered use of the Marks in connection with the [REDACTED] Goods and Services.

The Parties agree that Thorntree, Thornapple, and Ms. Rickert will not directly or indirectly challenge or interfere with, through WIPO or otherwise, Mr. [REDACTED]’s (i) right to own the “morethantwo.com” URL and domain, and the “more-than-two.com” URL and domain, and (ii) right to own and maintain the More Than Two website housed at the domain morethantwo.com. Mr. [REDACTED] will have the right to continue use “More Than Two” to identify the downloadable article/essay “Making Relationships Suck” under the condition that the forgoing article bear the text, in a font size no smaller than size 10 and in black ink, the language “This essay is not associated with or sponsored by the book series MORE THAN TWO.” So long as the foregoing language is included with all copies of the article/essay, in all media now known or later developed, Thorntree, Thornapple, and Ms. Rickert will not directly or indirectly challenge or interfere with the use of “More Than Two” in connection with this article/essay.

The parties acknowledge and agree that with the limitations on use set forth herein, and in view of the differences between the parties’ respective goods and channels of trade, confusion between the parties’ respective goods, services and business is unlikely. The parties further acknowledge and agree that if either party receives a direct inquiry related to the goods and/or services of the other authorized hereunder, the party receiving such inquiry will use its best reasonable efforts to direct that inquiry to the appropriate party and both parties will take reasonable mutually acceptable steps to prevent further instances of misdirected inquiries or confusion.

**1.8 The Relationship Bill of Rights.** The Parties agree to release The Relationship Bill of Rights into the public domain.

**1.9 Additional Content belongs to authors.** The Parties agree that any independently written content not falling under Pars. 1.3 through 1.8 shall be the sole property of the author of the work, and no Party shall challenge the author’s ownership thereof.

**1.10 Further Assurances.** From time to time, at the request of another Party and without further consideration, each Party will execute and deliver to the other such documents and take such other action as may be reasonably requested in order to consummate more effectively the



transactions contemplated hereby, including but not limited to copyright assignments, trademark assignments, proof of coexistence agreements or any other reasonably sought documentation.

**1.11 No disparagement in MORE THAN TWO.** The parties will not defame, disparage, or otherwise impugn the reputation of any other party in any MTT work, the website morethantwo.com, or as part of any other property bearing the name "More Than Two." "Disparage," as used in this Agreement, means to make any statement, written or oral, that casts another party in a negative light of any kind, or implies or attributes any negative quality to any party, including, but not limited to, any statements that disparage another party's character, integrity, credibility, competence, or skills. Critique or analysis of any party's published writings or of any general ideas or practices in polyamory shall not be a violation of this clause.

## **2. Mutual Removals.**

**2.1 Removal of Comments by Rickert.** Rickert will remove all comments, remarks, posts and the like ("Comments") made on or after March 15, 2018, through the **Effective Date** of this **Agreement**, about [REDACTED], whether or not by name, by Rickert or by any third party on any website or social media site (or a group or page on such site, regardless of whether made to a restricted audience) where the site or content was owned or controlled by Rickert on or after September 13, 2022, including but not limited to Comments listed in Appendix A. Rickert will request removal of all Comments made on or after March 15, 2018, through the **Effective Date** of this **Agreement**, about [REDACTED] by Rickert on any website or social media site (or a group or page on such site, regardless of whether made to a restricted audience) where the site or content was not owned or controlled by Rickert on or after September 13, 2022. Rickert will use DMCA takedown requests or other formal mechanisms to request removal of Comments to which Rickert holds copyright on sites Rickert does not directly control, such as the Wayback Machine and other similar internet archives or mirrors. Rickert shall not be liable for the non-removal of any Comments by the owner or holder of content not within Rickert's ownership or control, and such non-removal will not be a breach of this Agreement.

**2.2 Removal of Comments by [REDACTED].** [REDACTED] will remove all Comments made on or after March 15, 2018, through the **Effective Date** of this **Agreement**, about Rickert, whether or not by name, by [REDACTED] or by any third party on a website or social media site (or a group or page on such site) where the site or content was owned or controlled by [REDACTED] on or after September 13, 2022. [REDACTED] will request removal all Comments made on or after March 15, 2018, through the **Effective Date** of this **Agreement**, about Rickert by [REDACTED] on any website or social media site (or a group or page on such site) where the site or content was not owned or controlled by [REDACTED] on or after September 13, 2022, including but not limited to Comments listed in Appendix B. [REDACTED] will use DMCA takedown requests or other formal mechanisms to request removal of Comments to which [REDACTED] holds copyright on sites [REDACTED] does not directly control, including the Wayback Machine and other similar internet archives or mirrors. [REDACTED] shall not be liable for the non-removal of any Comments by the owner or holder of content not within [REDACTED]'s ownership or control, and such non-removal will not be a breach of this agreement.

**2.3 Removal of names.** [REDACTED] and Rickert will each remove each and every mention of each other's name, no matter when posted, from any website or page controlled by [REDACTED] or



Rickert, and from any social media content controlled by [REDACTED] or Rickert. This includes links, URLs, hashtags, metadata, image names, or any other location, but does not include direct citation or advertisement of one of the Works.

**2.4 Removal of images.** [REDACTED] and Rickert will each remove each and every photograph of the other party, no matter when posted, from any website or page controlled by [REDACTED] or Rickert, and from any social media content controlled by [REDACTED] or Rickert, and will use DMCA takedown requests or other formal mechanisms to request removal of photographs to which the Party holds copyright on sites the Party does not directly control.

### **3. Mutual Release.**

**3.1 Release.** Each Party, on behalf of themselves and, as applicable, their agents, employees, representatives, directors, officers, assigns, stockholders, members, partners, and parent, affiliate, and subsidiary entities (including entities under common ownership or control), hereby releases, cancels, acquits and discharges the other Party hereto, from any and all claims, rights, demands, damages, debts, liabilities, controversies or causes of action, known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, fixed or contingent, of any nature whatsoever including but not limited to (i) Rickert Interest, and the [REDACTED] Interest; (ii) the [REDACTED] MTT Publishing Agreement, the Rickert MTT Publishing Agreement, the [REDACTED] P&J Publishing Agreement, the Rickert P&J Publishing Agreement, the [REDACTED] Black Iron Publishing Agreement, the Rickert Black Iron Publishing Agreement, the [REDACTED] RBR Publishing Agreement, the Rickert RBR Publishing Agreement, which shall be terminated by the execution of this Agreement; (iii) the MTT Co-Author Agreement, the P&J Co-Author Agreement, the Black Iron Co-Author Agreement, the RBR Co-Author Agreement; and (iv) the Game Changer Publication Agreement; (v) the First Settlement; (vi) the Mutual Removals; and (vii) any other subjects addressed under this Agreement.

**3.2 Complete Settlement.** The Parties acknowledge that they may discover facts in addition to or different from those they now know and/or believe to be true with respect to the subject matter of this Agreement. In furtherance of such intention, the Parties hereby acknowledge that the release herein given will be and remain in effect as a full and complete general release of claims.

**3.3 Voluntary Acceptance.** The Parties hereto declare and represent that they fully understand the terms of this **Agreement** and voluntarily accept any and all terms of this Agreement.

**4. Legal Fees.** Each party will be responsible for the payment of their own attorneys' fees, expenses, and costs arising from the disputes giving rise to this **Agreement** up to the **Effective Date** hereof.

**5. Time Is of the Essence.** Time is of the essence with regard to the obligations under this Agreement.

6. **No Admission of Liability.** This Agreement has been entered into for the purpose of compromising disputed claims. This **Agreement** and payments made pursuant to it do not constitute an admission of liability or responsibility on the part of any Party.
7. **Binding Agreement.** The terms and conditions of this **Agreement** will be binding upon and inure to the benefit of the Parties.
8. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this **Agreement**.
9. **Merger/Modification.** This **Agreement** constitutes the entire agreement between the Parties relating to the subject matter herein. This **Agreement** supersedes all other prior agreements, understandings, and proposals (whether written or oral) in respect to the matters specified. No alteration, modification, amendment, addition, deletion or change to this **Agreement** will be effective or binding unless and until such alterations, modifications, amendments, additions, deletions, or changes are properly executed in writing by all Parties.
10. **Headings.** All headings used in this **Agreement** are for reference purposes only and do not limit or affect, in any way, the meaning or interpretation of any of the terms and provisions of this **Agreement**.
11. **Waiver.** No waiver by any Party of any breach or default hereunder will be deemed a waiver of any repetition of such breach or default or in any way affect any of the other terms and conditions hereof.
12. **Severability.** If any provision of this **Agreement** is declared to be invalid, unenforceable or void, such decision will not invalidate or void the remainder of this **Agreement**, and the part(s) of this **Agreement** so held to be invalid, unenforceable or void will be deemed stricken, and the **Agreement** will be reformed to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision. The remainder of this **Agreement** will have the same force and effect as if such part or parts had never been included.
13. **Effective Date.** This **Agreement** is effective as of the date all Parties hereto have executed this Agreement.
14. **Counterparts.** This **Agreement** may be executed in two (2) or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same **Agreement**.
15. **Legal Representation.** The Parties have each had the opportunity to confer with counsel regarding the **Agreement**. Each Party's counsel has had the opportunity to participate and cooperate in the drafting of this **Agreement**. It is, therefore, expressly agreed by the Parties that the rule of construction that a document should be more strictly interpreted against the person who drafted it will not apply to any provision.



[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the Parties or their duly authorized representatives have executed this Agreement as of the Effective Date.

DocuSigned by:  
[Redacted]  
[Redacted]

Dated: January 12, 2023

\_\_\_\_\_  
**Eve Rickert**

Dated: January 12, 2023

**Thorntree Press, LLC**

\_\_\_\_\_  
**By: Eve Rickert**  
Title: Sole Member and Manager

Dated: January 12, 2023

**Talk Science to Me Communications Inc.,  
dba Thornapple Press**

\_\_\_\_\_  
**By: Eve Rickert**  
Title: Principal

Dated: January 12, 2023

**REVIEWED AND APPROVED AS TO FORM**

DocuSigned by:  
*Leonard DuBoff*  
[Redacted]

By: Leonard D. DuBoff

Law Firm: The DuBoff Law Group

Date: 1/13/2023

DocuSigned by:  
*Tania Manners*  
[Redacted]

By: Tania Manners

Law Firm: Larkins Vacura Kayser

Date: 1/13/2023

IN WITNESS WHEREOF, the Parties or their duly authorized representatives have executed this Agreement as of the Effective Date.

[Redacted Signature]

Dated: January 12, 2023

*Eve Rickert*

Dated: January 12, 2023

Eve Rickert

Thorntree Press, LLC

*Eve Rickert*

Dated: January 12, 2023

By: Eve Rickert

Title: Sole Member and Manager

Talk Science to Me Communications Inc.,  
dba Thornapple Press

*Eve Rickert*

Dated: January 12, 2023

By: Eve Rickert

Title: Principal

REVIEWED AND APPROVED AS TO FORM

By: Leonard D. DuBoff

By: Tania Manners

Law Firm: The DuBoff Law Group

Law Firm: Larkins Vacura Kayser

Date: \_\_\_\_\_

Date: \_\_\_\_\_