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June 8, 2018

Mr. Jeff S. Jordan, Assistant General Counsel  
Attn: Kathryn Ross, Paralegal  
Office of Complaints Examination and Legal Administration  
Federal Election Commission  
1050 First Street, NE  
Washington, D.C. 20463

**Re: Matter Under Review 7332 (American Media, Inc., et al.)**

Dear Mr. Jordan:

On May 9, 2018, Free Speech for People (“FSFP”) filed an amended complaint with the Federal Election Commission (“FEC” or “Commission”) in Matter Under Review (“MUR”) 7332. The Commission extended the deadline for responding to this submission until today.

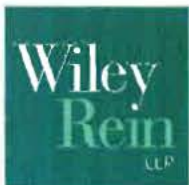
In large part, the amended complaint treads familiar ground in re-alleging that American Media, Inc. (“AMI”) – a leading publisher of health and fitness magazines, investigative journalism and celebrity news – made a prohibited contribution to Donald Trump’s presidential campaign. Accordingly, this second submission adopts and incorporates AMI’s existing, April 13 response to the original complaint as part of this letter and will not repeat those same facts and arguments again here.

Instead, this submission provides further factual and legal information to rebut the handful of new items in FSFP’s amended complaint and to amplify a few points made in the prior submission. But even with this new round of briefing, the outcome of this case remains clear: the Commission has no basis to find “reason to believe” that AMI’s exercise of basic journalistic practices and First Amendment freedoms violated the Federal Election Campaign Act of 1971, as amended (“FECA” or the “Act”).

### **Introduction**

The main overall theories behind the amended complaint are that AMI made a corporate contribution to the Trump campaign because (1) the Press Exemption

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does not apply because AMI did not *intend* to publish the story;<sup>1</sup> (2) AMI's payment to Karen McDougal was made "for the purpose of influencing" the presidential election,<sup>2</sup> and (3) AMI "coordinated" the payment with an "agent" of Trump.<sup>3</sup>

In support of these legal theories, the amended complaint adds two new sources of information: Karen McDougal's unverified complaint in *McDougal v. American Media, Inc.*, filed in the Superior Court of Los Angeles County, California (Case No. BC 698956), and Karen McDougal's unsworn interview on CNN which aired on March 22, 2018.<sup>4</sup> These materials are addressed, as appropriate, in the following sections.

The amended complaint's principal new factual allegation, however, is worth addressing at the outset, as it actually *undercuts* the core of FSFP's argument. Ms. McDougal now claims that she sold her story and other services to AMI because AMI had a pro-Trump editorial bias, she did not want to tell her story publicly, her lawyer advised that AMI would not publish the story, and she wanted to appear on magazine covers and publish health and fitness articles instead of telling her story.<sup>5</sup> Accepting for the moment that these claims are true, it seems legally impossible for AMI to have made a contribution to the Trump campaign when it purchased the rights to a story Ms. McDougal did not want AMI to publish, that she declined to tell to ABC News, and that she would have declined to tell publicly in any event.<sup>6</sup>

<sup>1</sup> FSFP Amended Complaint ¶ 56.

<sup>2</sup> *Id.* ¶ 55.

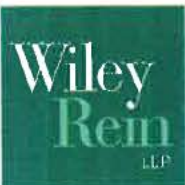
<sup>3</sup> *Id.* ¶¶ 48, 49.

<sup>4</sup> *Id.* ¶ 13 & nn.1, 2.

<sup>5</sup> *Id.* ¶¶ 25, 26, 27.

<sup>6</sup> *Id.* ¶¶ 23, 25, 26, 27 ("Ms. McDougal had become concerned about the public scrutiny that would result from sharing her story."), citing Complaint at ¶¶ 46, 47, *McDougal v. American Media, Inc.*, No. BC 698956, 2018 WL 1400360 (Ca. Super. Ct. Mar. 20, 2018) ("But as a publishing deal neared, and the reality of what it would mean to speak out set in, Ms. McDougal again became concerned about revealing the details of her story . . . . She had cold feet . . . . Mr. Davidson [her attorney] told her [AMI] would buy the story *not* to publish it, because Mr. Pecker (AMI's CEO) was a close friend of Mr. Trump. Ms. McDougal thought (naively) that such a deal could give her the best of all worlds—her private story could stay private, she could make some money, *and* she





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For all of these reasons, and also for those that follow below, FSFP's addition of new facts, allegations, and materials simply fails to establish any violation of the Act.

**I. AMI's Purchase of a Story Right and Decision Not to Publish the Story Is Protected by the FECA's Press Exemption and the First Amendment.**

AMI's decision – including its intent – to publish, not to publish, to publish at a later time, or even to sell the story in the future are an inherent part of its editorial freedom under the Press Exemption and the First Amendment.<sup>7</sup> Indeed, the Commission found that Sinclair Broadcasting, Inc.'s decision to purchase the rights to a documentary film about John Kerry and its decision – and intent – not to air the film was (a) not an expenditure and (b) was exempt under the Press Exemption.<sup>8</sup>

The acquisition, ownership, and sale of story rights is a common practice in journalism, particularly tabloid journalism, and throughout the media and entertainment industry.<sup>9</sup> It is the subject of many legal treatises.<sup>10</sup> The *National*

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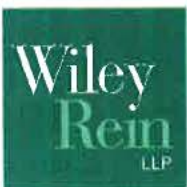
could revitalize her career.”). Although AMI does not concede as true or accurate these allegations and characterizations in the amended complaint or Ms. McDougal's unverified state complaint, it recounts these allegations for purposes of responding to the allegations.

<sup>7</sup> *Miami Herald Publ'g Co. v. Tornillo*, 418 U.S. 241 (1974) (holding the First Amendment protects a publisher's decision not to publish content); Statement of Comm'r Ellen L. Weintraub, Matter Under Review 5540 (CBS Broadcasting, Inc.) (July 12, 2005) (dismissing complaint because under the Press Exemption no “inquiry may be addressed to sources of information, research, motivation, [or] connection with the campaign” and even “investigating such allegations would intrude upon Constitutional guarantees of freedom of the press.”).

<sup>8</sup> See generally Matter Under Review 5562 (Sinclair Broadcast Group, Inc.).

<sup>9</sup> See, e.g., April 13, 2018 Submission of AMI at 4 & nn.14-19.

<sup>10</sup> See, e.g., Kelli L. Sager, *First Amendment Issues in the O.J. Simpson Trial*, Comm. Law., WINTER 1995, at 3, 6; Scott C. Pugh, *Checkbook Journalism, Free Speech, and Fair Trials*, 143 U. Pa. L. Rev. 1739 (1995); Donald Farber (ed.), *Entertainment Industry Contracts: Negotiating and Drafting Guide* (LEXIS/NEXUS Matthew Bender (ed. 1986)); Mark Litwak, *Dealmaking in the Film & TV Industry* (4th ed. 2016); Mark Litwak, *Contracts for the Film & Television Industry* (Silman-James Press 2012); Mark Litwak, *Dealmaking in the Film & Television Industry, from Negotiations to Final Contracts* (4th ed. 2017).



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*Enquirer* has engaged in the practice for over 70 years.<sup>11</sup> It is analogous to the costs incurred by mainstream media to produce stories or purchase license rights to content, many of which never air for various editorial reasons. The Press Exemption prohibits the government from investigating a press organization's subjective intent every time it spends money to produce a story or gather news and content, and that necessarily must include the purchase of exclusive story rights.

**II. In Any Event, AMI's Purchase of the Story Right Did Not Constitute An "Expenditure" Under the Act.**

**A. Past Commission Precedent Does Not Consider a Payment to Refrain from Speaking to Be a Contribution or Expenditure.**

As an empirical matter, the Commission appears to have no precedent involving a payment to a potential source of a rumor and only two cases involving the issue of third party payments to candidate paramours. The first was the John Ensign matter, where the Commission decided the issue based upon the purpose of the payment.<sup>12</sup> The second was the John Edwards audit, where the Commission issued an Audit Report making no finding that third-party payments to Riehle Hunter and John Edwards' child constituted an unlawful contribution received by the Edwards campaign.<sup>13</sup> At the time, Commissioner Donald F. McGahn III even called attention to the Commission's decision not to make such a finding, remarking that "it's odd for me to say that the transaction is a campaign transaction."<sup>14</sup> Although the Department of Justice took a different position and attempted to prosecute John Edwards for receiving unlawful campaign contributions under a

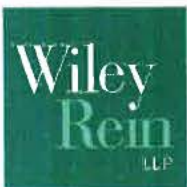
<sup>11</sup> Indeed, the amended complaint admits that AMI followed its well-established editorial practices. First, the amended complaint quotes a former AMI senior editor, Jerry George, admitting that AMI publications did not publish negative information about Donald Trump over decades before he became a presidential candidate. FSFP Amended Complaint ¶ 28. Second, the amended complaint admits that what it pejoratively characterizes as "catch and kill" journalism – AMI does not accept the pejorative, but acknowledges it has secured stories that it did not publish – is a regular "practice" of AMI. *Id.* ¶ 34.

<sup>12</sup> See *infra* at 6 & nn.21-22 (discussing the John Ensign matter in greater detail).

<sup>13</sup> See generally Final Audit Report of the Commission on John Edwards for President, available at <https://transition.fec.gov/audits/2008/FinalAuditReportoftheCommission1184208.pdf>.

<sup>14</sup> *John Edwards Defense: Justice Department Flip-flopped*, Politico, May 15, 2012, at <https://www.politico.com/blogs/under-the-radar/2012/05/john-edwards-defense-justice-department-flip-flopped-123580>.





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vague theory, the government did not win that case at trial,<sup>15</sup> and the Department of Justice did not prosecute the third parties who paid Riehle Hunter's living expenses. Thus, to the extent the Edwards case provides any guidance, it suggests that a third party's payment to a candidate's former paramour is *not* a campaign "contribution."

**B. Silence Is Not a Cognizable "Thing of Value" Under the Act.**

Complainants' efforts to stretch the concept of "anything of value" in 52 U.S.C. §§ 30101(8)(A) & (9)(A) to include *silence* renders the definition vague and overbroad such that any person who fails to speak out against a candidate with valuable information in his or her possession is violating the law. Indeed, the amended complaint makes clear that at the time Ms. McDougal entered into an agreement with AMI, she desired to remain silent about her story and did not plan to tell her story publicly.<sup>16</sup>

AMI's purchase of a story the teller did not intend to tell publicly is a highly nebulous "thing of value" to now declare can and should be regulated as an in-kind contribution. Citizens are invariably aware of information about politicians that they choose not to say publicly, and nobody has suggested valuing such stories and treating their silence as regulated contributions. The Commission should not begin embarking on that path now.<sup>17</sup>

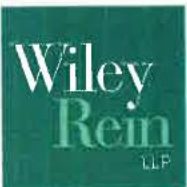
**C. AMI's Payment Was for the Purpose of Procuring Legitimate And Valuable Journalistic and Business Assets.**

Even if Ms. McDougal's silence were a "thing of value," for AMI's payment to constitute an "expenditure" or "contribution" regulated by the Commission it also must have been made "for the purpose of influencing an

<sup>15</sup> See, e.g., *Indictment in United States v. Johnny Reid Edwards*, Case No. 1:11-cr-161-1 (M.D.N.C. filed on June 3, 2011), available at <https://www.justice.gov/sites/default/files/opa/legacy/2011/06/03/edwards-indictment.pdf>; Kim Severson and John Schwartz, *Edwards Not Guilty on One Count; Mistrial on Five Others*, N.Y. Times (May 31, 2012).

<sup>16</sup> See *supra* note 6.

<sup>17</sup> See also Bradley A. Smith, *Stormy Weather for Campaign-Finance Laws*, Wall St. J. (Apr. 10, 2018).



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election.”<sup>18</sup> Where the purpose of a payment is demonstrably for commercial value, rather than to offset a financial obligation of a campaign, there is no “contribution.” And where non-election purposes are apparent, the fact that the expense incidentally benefits a candidate or campaign does not transform the disbursement’s purpose to “influencing an election.”<sup>19</sup>

These general principles have played themselves out before the Commission in several relevant settings. For example, where magazine publishers spent money to feature political candidates favorably and unfavorably in advertisements promoting their magazines, the Commission and federal courts have ruled the requisite purpose to influence the election is not present and the advertising costs do not constitute “contributions” or “expenditures.”<sup>20</sup> Likewise, payments to individuals for bona fide non-commercial purposes have been readily distinguishable from campaign contributions. For example, the Commission concluded that a *gift* by a candidate’s family to the candidate’s former mistress lacked the requisite purpose and was not a “contribution.”<sup>21</sup> Only when the Commission was presented evidence showing that the payment was in fact a *severance* payment did the Commission conclude the payment was “for the purpose of influencing an election,” because it covered a financial obligation of the campaign committee.<sup>22</sup>

Here, the agreement states the purpose of AMI’s payment to Ms. McDougal. In exchange for the payment, AMI has received written and photographic content

<sup>18</sup> 52 U.S.C. § 30101(8)(A), (9)(A).

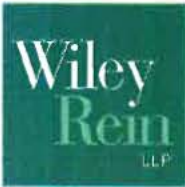
<sup>19</sup> *Orloski v. FEC*, 795 F.2d 156 (D.C. Cir. 1986).

<sup>20</sup> *Epstein v. FEC*, 684 F.2d 1032 (D.C. Cir. 1982) *affirming Epstein v. FEC*, Memorandum Opinion, Civ. A. No. 81-033 (D.D.C. Sept. 24, 1981) (dismissing claim that *Readers Digest* made a “contribution” by running advertisements featuring candidates because “they have a purpose distinct from political assistance of candidates” and an “advertisement intended to sell magazines will not ordinarily be denounced under 2 U.S.C. § 441b even though it may also have political aspects”); Letter of FEC General Counsel to Penthouse Magazine, MUR 296 (Penthouse Magazine) (July 14, 1977) (dismissing complaint against Penthouse Magazine for running ad comparing Jimmy Carter to Richard Nixon because the “ad is most logically construed as an effort, albeit suggestive, to promote a commercial venture”).

<sup>21</sup> Statement of Reasons of Chairman Petersen, Vice-Chair Bauerly, Comm’rs Hunter, McGahn, Weintraub, MUR 6200 (Ensign) (Nov. 17, 2010).

<sup>22</sup> Factual and Legal Analysis, MUR 6718 (Ensign) (Feb. 6, 2013).





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for at least six AMI publications (*Men's Journal*, *Men's Fitness*, *Muscle & Fitness Her's*, *Star*, *OK*, and *Radar Online*). Additionally, AMI obtained a valuable story right. To date, AMI has received approximately 38 health and fitness articles or columns across all of its publications, one magazine cover in 2017, an upcoming magazine cover in September 2018, and video and photographic content for *Muscle & Fitness Her's*. Thus, AMI's "purpose" in entering into the agreement is reflected in the purchase and publishing of extensive journalistic content for its publications.

**D. The Complaint Does Not Present Any Evidence Establishing That AMI "Coordinated" Its Editorial Decision to Purchase Ms. McDougal's Story Right with an Agent of the Trump Campaign.**

Even if AMI's payment to Ms. McDougal were deemed an "expenditure" made "for the purpose of influencing and election," the complaint provides no evidence that it was "coordinated" with the Trump campaign as that term is defined in Commission regulations.

The amended complaint alleges that AMI coordinated the purchase of the story right, presumably with Michael Cohen.<sup>23</sup> The complainant has no personal knowledge of actual coordination and presents no actual evidence of coordination. The amended complaint relies solely upon the unsworn and undocumented report of Jeffrey Toobin in an article published in *The New Yorker*.<sup>24</sup> This is an inadequate basis for a Commission "reason to believe" finding of actual coordination.<sup>25</sup>

<sup>23</sup> FSFP Amended Complaint ¶¶ 33, 48, 49.

<sup>24</sup> *Id.* ¶ 33, citing Jeffrey Toobin, *The National Enquirer's Fervor for Trump*, *The New Yorker* (July 3, 2017).

<sup>25</sup> See Statement of Reasons of Comm'rs Mason, Sandstrom, Smith, Thomas at 3, MUR 4960 (Hillary Rodham Clinton for U.S. Exploratory Committee, Inc.) (Dec. 21, 2000) (dismissing complaint because "[a]bsent personal knowledge, the Complainant, at a minimum, should have made a sufficiently specific allegation . . ."); Factual & Legal Analysis at 4, MUR 5866 (Conrad Burns) (June 27, 2007) (dismissing complaint because "[i]t does not provide any support for corporate facilitation through coercion other than the aforementioned [press] article, which does not identify the source or any other sources . . . In short, the corporate facilitation theory rests wholly on speculation."); Statement of Reasons of Chairman Petersen, Comm'rs Hunter and Goodman at 21, MUR 6661 (Robert Murray et al.) (June 2, 2016) ("the unsworn, anonymous, hearsay statements recounted in the *New Republic* article, even if credited, were too vague to support a reason to believe



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In order to substantiate an allegation that AMI made an in-kind contribution to the Trump campaign by “coordinating” the expenditure under 11 C.F.R. § 109.20, the complainant would have to present sound evidence that AMI coordinated its payment to Ms. McDougal with an “agent” of the Trump campaign. The definition of “agent” is set forth in 11 C.F.R. § 109.3(b).<sup>26</sup> That regulation requires that the person alleged to be the “agent” have “actual authority” over specific campaign communications strategy:

For the purposes of 11 CFR part 109 only, agent means any person who has actual authority, either express or implied, to engage in any of the following activities on behalf of the specified persons:

\* \* \*

(b) In the case of an individual who is a Federal candidate or an individual holding Federal office, any one or more of the activities listed in paragraphs (b)(1) through (b)(6) of this section:

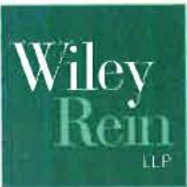
- (1) To request or suggest that a communication be created, produced, or distributed.
- (2) To make or authorize a communication that meets one or more of the content standards set forth in 11 C.F.R. § 109.21(c).
- (3) To request or suggest that any other person create, produce, or distribute any communication.
- (4) To be materially involved in decisions regarding:
  - (i) The content of the communication;
  - (ii) The intended audience for the communication;
  - (iii) The means or mode of the communication;
  - (iv) The specific media outlet used for the communication;
  - (v) The timing or frequency of the communication;

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finding and an investigation, particularly in light of the responses—supported by a sworn statement made by a company official with personal knowledge”).

<sup>26</sup> The amended complaint mistakenly cites 11 C.F.R. § 300.2(b). That regulation has no relevance to coordination.





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- (vi) The size or prominence of a printed communication, or duration of a communication by means of broadcast, cable, or satellite.
- (5) To provide material or information to assist another person in the creation, production, or distribution of any communication.
- (6) To make or direct a communication that is created, produced, or distributed with the use of material or information derived from a substantial discussion about the communication with a different candidate.<sup>27</sup>

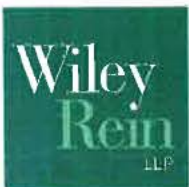
But here, the amended complaint provides no evidence or allegation that Mr. Cohen had the necessary “actual authority” over communications strategy for the Trump campaign required by 11 C.F.R. § 109.3(b). The only allegation FSFP offers is that “Mr. Davidson [Karen McDougal’s attorney, not AMI] emailed Michael Cohen (Mr. Trump’s personal ‘fixer’) asking Mr. Cohen to call him. He [Davidson] then told Mr. Cohen on the phone that the deal was done.”<sup>28</sup> That is the sum total of the amended complaint’s allegation about coordination. It does not allege that AMI coordinated the purchase with Mr. Cohen before entering into the agreement with Ms. McDougal. It does not allege that Mr. Cohen had actual authority over communications strategy to meet the definition of “agent” under 11 C.F.R. § 109.3.

Thus, as a matter of law, the amended complaint is woefully inadequate to substantiate a finding of actual coordination that could give rise to an in-kind “contribution” by AMI. And any speculation beyond the evidence asserted in the sworn amended complaint would be improper.<sup>29</sup>

<sup>27</sup> 11 C.F.R. § 109.3(b). In promulgating this definition of “agent” for purpose of applying the “coordination” doctrine, the Commission acted conscientiously to restrict “coordination” to only those campaign representatives with a specific role in communications strategy.

<sup>28</sup> FSFP Amended Complaint ¶ 33.

<sup>29</sup> Statement of Reasons of Chairman David M. Mason, Vice Chairman Karl J. Sandstrom, Commissioners Danny L. McDonald, Bradley A. Smith, Scott E. Thomas and Daryl Wold, at 2, Matter Under Review 5141 (Moran for Congress)(Mar. 11, 2002) (“unwarranted legal conclusions from asserted facts [or mere speculation] will not be accepted as true.”).



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### III. AMI's Settlement With Karen McDougal Novated The Original Agreement and Preserved AMI's Right to Publish the Story.

Finally, the amended complaint notes that AMI settled its lawsuit with Ms. McDougal in April 2018.<sup>30</sup> The fact that Ms. McDougal got precisely what she bargained for at the time, but later changed her mind and desired to tell her story, keep the money she received from AMI, and re-sell her story for (potentially) a higher price does not affect the legality of her original agreement under the Act. And her self-serving allegations for financial gain should not alter the Commission's legal analysis.

For this reason, AMI recently settled Ms. McDougal's civil action. A copy of AMI's Settlement Agreement and General Release and its new Agreement with Ms. McDougal are attached hereto as Exhibit A. To summarize the relevant terms:

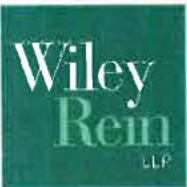
- (i) AMI and Ms. McDougal novated and amended their original 2016 agreement. The effect of a novation is to ratify the original agreement. Although Ms. McDougal sued AMI to void her original agreement, her attorneys insisted on novating the prior agreement.<sup>31</sup>
- (ii) Neither party paid the other any additional compensation under the novated Agreement.
- (iii) Ms. McDougal agreed to complete performance of her responsibilities under the original agreement by bylining five additional columns between April and August 2018. Under the original agreement her columns were to end in August 2018, so the parties agreed to five additional columns to complete her performance.<sup>32</sup>
- (iv) Ms. McDougal agreed to appear on the cover of *Men's Journal*. Pursuant to the original agreement, she was to appear on the cover of

<sup>30</sup> FSFP Amended Complaint ¶ 43.

<sup>31</sup> Novated Agreement (Apr. 18, 2018) Introduction ("The Agreement is a novation of a Name and Rights License Agreement entered into by and between AMI and McDougal as of August 5, 2016, and amended on November 29, 2016 . . .").

<sup>32</sup> *Id.* ¶ 2.





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two magazines. She had appeared on the cover of *Muscle & Fitness Her's* in 2017. She would not cooperate when AMI tried to place her on the cover of *Men's Journal* in the winter or spring of 2018. Under the novated Agreement, she agreed to appear on the cover of *Men's Journal* to complete her modeling obligations.<sup>33</sup>

- (v) AMI retained all intellectual property and “results” from Ms. McDougal’s prior services and work for AMI. This includes the content and information Ms. McDougal provided to AMI about her story.<sup>34</sup>
- (vi) AMI has the right to publish any news and information related to Ms. McDougal in its publications. This includes Ms. McDougal’s story.<sup>35</sup>
- (vii) AMI returned to Ms. McDougal the story right it had originally purchased from her.<sup>36</sup>
- (viii) AMI shall receive \$10% of the proceeds of any re-sale of the story right up to \$75,000 for one year after the novation agreement.<sup>37</sup>

Importantly, as this summary reflects, AMI retained the information and intellectual property rights in the information Ms. McDougal provided to AMI as well as the right to publish the story – if or when AMI decides to do so in the future, in the exercise of its editorial discretion.

What AMI effectively returned to Ms. McDougal is the right to re-sell the story. Because Ms. McDougal had exploited her right under the original agreement to respond to legitimate press inquiries by telling the essential elements of her story on CNN on March 22, 2018, the story was no longer an exclusive story and it had

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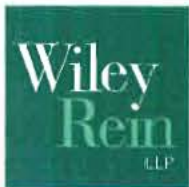
<sup>33</sup> *Id.* ¶ 3.

<sup>34</sup> *Id.* ¶ 6.

<sup>35</sup> *Id.* ¶ 8; *see also* Settlement Agreement and General Release ¶ 3.10 (“Nothing herein is intended to prohibit the parties from issuing subsequent statements or limiting their speech about the Action or any other matter.”).

<sup>36</sup> *Id.* ¶ 4.

<sup>37</sup> *Id.*



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lost its value as an exclusive. Therefore, as a practical matter, AMI did not give up exclusivity in the novated Agreement. The only right AMI gave back to Ms. McDougal was the right to re-sell the now non-exclusive story to someone else. And AMI preserved a financial interest in a re-sale for what AMI believes is a reasonable shelf life of the story.

Pursuant to the novated Agreement, AMI has published two additional columns bylined by Ms. McDougal, with each column published across six or seven AMI publications, for a total of 13 columns. *See* Exhibit B. Ms. McDougal will appear on the cover of the September 2018 issue of *Men's Journal*, which will appear on newsstands in August. And AMI retains the right to publish Karen McDougal's personal story, as told to AMI, if or when AMI makes an editorial decision to do so. Emphatically, AMI's continuing editorial decision not to publish the story is not a continuing contribution to President Trump.

#### CONCLUSION

Neither the original complaint nor the amended complaint substantiates a violation of the Act. Therefore, the Commission should find "no reason to believe" that AMI violated the law and dismiss these matters expeditiously.

Sincerely,

A handwritten signature in blue ink that reads "Andrew G. Woodson".

Andrew G. Woodson

Enclosures



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# Exhibit A

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

For valuable consideration as hereinafter set forth, this Settlement Agreement and General Release ("Agreement") is entered into by and between Karen McDougal ("McDougal"), on the one hand, and American Media, Inc. ("AMI"), on the other hand, to memorialize their agreement with reference to the Recitals set forth herein. McDougal and AMI are collectively referred to herein as the "Parties," and any one of them is sometimes referred to herein as a "Party." This Agreement is made effective as of the date of the last of the Parties' signatures below (the "Effective Date").

**RECITALS**

WHEREAS, McDougal is the plaintiff and AMI is the defendant in an action entitled *Karen McDougal v. American Media, Inc., et al.*, Superior Court for the State of California, for the County of Los Angeles (the "Court"), Case No. BC 698956 (the "Action"), which contains a single cause of action for declaratory relief.

WHEREAS, AMI has filed a Special Motion to Strike the Complaint in the Action pursuant to California's anti-SLAPP statute, Code of Civil Procedure § 425.16, and has requested that the Court award attorney's fees and costs against McDougal.

WHEREAS, the Parties each deny any and all wrongdoing and liability.

WHEREAS, the Parties wish to fully, finally and completely conclude the Action, together with all existing and potential claims, damages, and causes of action between them. And, as part of such resolution, the Parties wish to enter into a novated Agreement, which is attached as Exhibit A to this Agreement ("Exhibit A").

NOW THEREFORE, in consideration of the following covenants, obligations, undertakings and consideration, the sufficiency of which is acknowledged, the Parties expressly, knowingly, voluntarily and mutually agree as follows:

**AGREEMENT**

**1. Consideration.** The Parties each agree that the terms, promises, covenants, releases and obligations set forth in the body of this Agreement constitute valuable and mutually sufficient consideration. The Parties further agree that Exhibit A to this Agreement: will be executed concurrently with this Agreement; will have the same Effective Date as this Agreement; and constitutes further consideration for this Agreement. As additional consideration, within two (2) court days of the Effective Date, McDougal shall file with the Court a request for voluntary dismissal of the Action, in its entirety, with prejudice.



## 2. Mutual General Releases And Covenants Not To Sue.

**2.1. Releases of AMI.** McDougal, for herself and for her agents, representatives, attorneys, affiliates, partners, joint venturers, co-venturerers, heirs, assigns, licensees, and trustees and all persons acting by, through, under, or in concert with them (collectively the "McDougal Releasing Parties"), hereby promise and covenant not to sue, and fully and forever release and discharge AMI, and AMI's employees, agents, officers, directors, shareholders, trustees, attorneys, representatives, independent contractors, subsidiaries, affiliates, partners, joint venturers, co-venturers, insurers, investors, assignees, licensees, predecessors and successors in interest, heirs and trustees, and all persons acting by, through, under, or in concert with them (collectively, the "AMI Released Parties"), from any and all claims, demands, complaints, damages, suits, debts, dues, sums, controversies, liens, accounts, obligations, costs, expenses, accounts, promises, indemnifications, causes of action or actions, losses, and liabilities of every kind and nature whatsoever, whether at law or in equity, whether now known or unknown, liquidated or unliquidated, direct or indirect, due or to become due, contingent or otherwise, suspected or unsuspected, which they now have or hold, or at any time heretofore ever had or held, that were raised or could have been raised in connection with or concurrently with the Action or under or in connection with the Agreement entered into between them dated as of August 5, 2016, and amended on November 29, 2016 (the "Original Agreement, as amended"), prior to its novation in accordance with the terms of Exhibit A hereto on the Effective Date (collectively, the "Claims"). It is understood and agreed that the AMI Released Parties may plead and invoke the releases provided in this Agreement as a complete defense and bar to any Claims brought by the McDougal Releasing Parties. For the avoidance of doubt, neither Keith Davidson nor Michael Cohen is an AMI Released Party. Nothing in this Agreement releases any claim that any McDougal Releasing Party has or may have against Keith Davidson and/or Michael Cohen.

**2.2. Releases of McDougal.** AMI, for itself and for its agents, representatives, attorneys, affiliates, partners, joint venturers, co-venturerers, assigns, licensees, and trustees and all persons acting by, through, under, or in concert with them (collectively the "AMI Releasing Parties"), hereby promise and covenant not to sue, and fully and forever release and discharge McDougal, and McDougal's employees, agents, attorneys, representatives, independent contractors, affiliates, partners, joint venturers, co-venturers, insurers, assignees, licensees, predecessors and successors in interest, heirs and trustees, and all persons acting by, through, under, or in concert with them (collectively, the "McDougal Released Parties"), from any and all Claims (as defined in Section 2.1 above). It is understood and agreed that the McDougal Released Parties may plead and invoke the releases provided in this Agreement as a complete defense and bar to any Claims brought by the AMI Releasing Parties.

**2.3. Section 1542 Waiver.** It is the express intention of each Party in executing this Agreement that it shall be effective as a bar to each and every one of the Claims released in this Agreement. In furtherance of this intention, each Party hereby expressly waives any and all rights and benefits conferred upon it or her by the provisions of Section 1542 of the California Civil Code and expressly consents that this Agreement, and the

releases specified in this Agreement, shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action hereinabove specified.

Section 1542 provides:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

It is understood and agreed that the facts upon which this Agreement are based may hereafter turn out to be other or different than the facts now known by any of the McDougal Releasing Parties and/or the AMI Releasing Parties, or believed by any of them to be true. The McDougal Releasing Parties and the AMI Releasing Parties each expressly accept and assume the risk of the facts turning out to be different, and agree that the present Agreement shall be in all respects effective and not subject to termination, rescission or modification by reason of any such change in, or understanding of, the facts. Having been so apprised, the McDougal Releasing Parties and the AMI Releasing Parties, and all of them respectively, nevertheless hereby voluntarily elects to and do grant the releases as specified in this Agreement and, consistent with the releases in this Agreement, waive the rights described in California Civil Code Section 1542 and voluntarily elect to waive all claims, demands and causes of action that now exist in their favor whether known, unknown, suspected or unsuspected, as set forth in this Agreement.

### **3. Miscellaneous Provisions.**

**3.1. No Admission of Liability.** Nothing herein shall constitute or be construed as an admission of any liability whatsoever by any Party. The Parties each deny any and all wrongdoing and liability.

**3.2. Attorneys' Fees and Costs To Date.** The Parties, and each of them, shall bear their own costs and attorneys' fees incurred up to and including the Effective Date.

**3.3. Construction of Agreement.** The language of this Agreement shall not be construed for or against either Party. The Parties acknowledge that they have both participated in the drafting of this Agreement, and the language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and the Parties further agree that the rule of construction of contracts resolving ambiguities against the drafting Party shall be inapplicable to this Agreement. The headings used herein are for reference only and shall not affect the construction or interpretation of the Agreement.

**3.4. Sole Agreement.** This Agreement, together with the fully executed Exhibit A (collectively, the "Settlement Documents"), represent the sole and entire agreement between the Parties and supersede all prior agreements, negotiations and discussions between the Parties hereto and/or their respective counsel. The Settlement Documents are



intended to be final and binding between the Parties hereto, and the Parties warrant and represent to one another that no promises, inducements, representations or warranties, oral or written, which are not expressly set forth in the Settlement Documents, have been, or will be claimed to have been relied upon in entering into the Settlement Documents, or in making the settlement, releases or agreements provided for herein. This Agreement, together with the fully executed Exhibit A, is an integrated document.

**3.5. Counterparts.** This Agreement must be in writing and signed by duly authorized representatives of the Parties, and may be executed in counterparts and signatures exchanged electronically or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same document.

**3.6. Governing Law and Jurisdiction.** This Agreement is to be governed under and be construed pursuant to the laws of the State of California without giving effect to its conflict of laws provisions. Furthermore, the Parties agree that any action or proceeding brought to enforce or declare rights arising out of or relating to this Agreement will be brought exclusively in the State or Federal courts located in the County of Los Angeles, California. The Parties further consent to the jurisdiction of said courts and waive any claims of forum non conveniens or any other claims relating to venue.

**3.7. Authority; No Violation.** The undersigned individuals execute this Agreement on behalf of the respective Parties; and each of the Parties, and the undersigned individuals warrant and represent that the undersigned individuals are authorized to enter into and execute this Agreement on behalf of the respective Parties. Each of the Parties represents and warrants that it has all due authority to enter into this Agreement and that neither the entry into this Agreement nor the performance thereof violates any law or court order to which it is subject, any of its constitutive documents or any contract to which it is already a party.

**3.8. Successors and Assigns.** This Agreement will be binding upon the Parties' successors, assigns, heirs, executors, administrators, and other legal representatives.

**3.9. Warranty and Representation Re No Prior Actions Except The Action.** Each of the Parties, on behalf of themselves and each of their respective representatives, agents, employees and attorneys promises, represents, warrants and covenants that as of the time of signing this Agreement, that, with the exception of the Action, they have not filed any claims, complaints, lawsuits, arbitrations, or other actions or proceedings in any court, agency, arbitral body or other jurisdiction against any of the other Parties or their agents, representatives or employees.

**3.10. Initial Public Statement.** Upon McDougal's filing of the request for voluntary dismissal of this Action, the Parties understand and agree that McDougal will issue the first public statement, immediately following which AMI may issue its own statement. Nothing herein is intended to prohibit the parties from issuing subsequent statements or limiting their speech about the Action or any other matter.

3.11. Severability. If any provision of this Agreement is found to be void, voidable, illegal, invalid, or otherwise unenforceable, then the remainder of the Agreement nevertheless shall remain in full force and effect, and, to the extent reasonably possible, the parties shall replace the unenforceable provision with an enforceable provision that most closely approximates the intent of the unenforceable provision. The releases provided in this Agreement are effective immediately upon the Effective Date, and may not be revoked or rescinded by any alleged breach of Exhibit A to this Agreement.

3.12. Voluntary and Informed Agreement. The Parties acknowledge that they have been represented by independent counsel of their choice throughout all negotiations related to this Agreement and its execution. The Parties expressly acknowledge that they have neither received nor relied on the advice of any other Party to this Agreement or any of its agents, representatives or employees with regard to any federal and/or state tax consequences of this settlement. The Parties represent that they have read and have fully understood all of the provisions of this Agreement, that they have had sufficient and reasonable time and opportunity to discuss all aspects of this Agreement and Exhibit A with their counsel, and that they are entering into this Agreement voluntarily, freely and with full consent.

IN WITNESS THEREOF, the Parties have executed this Settlement Agreement and General Release on the dates indicated below effective as of the Effective Date.

Dated: \_\_\_\_\_  
\_\_\_\_\_ Karen McDougal

Dated: 4/18/18  
\_\_\_\_\_ David Jay Becker  
American Media, Inc.

By: DAVID JAY BECKER

Approved as to form by:

Dated: \_\_\_\_\_  
Peter K. Stris, Esq., Counsel for Karen McDougal

Dated: \_\_\_\_\_  
\_\_\_\_\_ Cameron Stracher, Esq., Counsel for American Media, Inc.

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# **EXHIBIT A**



This agreement (the "Agreement") is entered into by and between American Media, Inc. ("AMI") and Karen McDougal ("McDougal"), effective as of the date of the last party's signature below (the "Effective Date"). The Agreement is a novation of a Name and Rights License Agreement entered into by and between AMI and McDougal as of August 5, 2016, and amended on November 29, 2016 (the "Original Agreement, as amended"). For ease of reference, the Original Agreement, as amended, is attached hereto as Exhibit 1.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, AMI and McDougal agree as follows:

1. ***Accord & Satisfaction of Photography and Writing.*** AMI and McDougal hereby agree that McDougal's performance prior to the Effective Date constitutes a full accord and satisfaction of her responsibilities in the Original Agreement, as amended, with respect to photography and writing.

2. AMI shall have the right, but not the obligation, to create five columns on health and fitness for initial publication in *US Weekly*, *Men's Journal*, and *Muscle & Fitness Hers*, and their associated websites, under McDougal's name and likeness, using information and images previously provided by McDougal to AMI. McDougal shall have the right to approve, in good faith, any images that AMI chooses to include in any such publication.

3. AMI shall have the right, but not the obligation, to create a cover for *Men's Journal* magazine using images previously provided by McDougal to AMI, or from images previously taken of McDougal by AMI, along with an accompanying article about health and fitness in *Men's Journal* magazine using information and images previously provided to AMI by McDougal or previously taken of McDougal by AMI. McDougal shall have the right to approve, in good faith, any images that AMI chooses to include in any such cover and/or article.

4. ***Reversion of Limited Life Story Rights to McDougal.*** All rights in and to McDougal's "Limited Life Story Rights," as defined in the Original Agreement, as amended, shall immediately revert to McDougal on the Effective Date. Notwithstanding the above, if McDougal sells or licenses the "Limited Life Story Rights" to any third party within one [1] year of the Effective Date, AMI shall be entitled to 10 percent (10%) of all revenue actually received by McDougal from such sale or license, subject to a global cap of \$75,000 from all such sales or licenses (the "AMI Royalty"). AMI may elect to keep the AMI Royalty or donate such amounts to a charity of McDougal's choosing. For the avoidance of doubt, McDougal's "Life Story Rights" as used in connection with the term "Limited Life Story Rights" in the Original Agreement, as amended, shall mean only the rights to use McDougal's name, likeness, image, or voice in a fiction or non-fiction narrative movie, television or radio series, book, magazine, or theatrical production and subject to the custom and usage in the Entertainment Industry. For the avoidance of doubt, AMI shall not have any right to any revenue received by McDougal from any other source including, but not limited to, modeling, endorsements, or other public appearances, or publications not involving the sale or license of McDougal's "Limited Life Story Rights," nor shall any AMI

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Royalty be payable in connection with any sale or license of the Limited Life Story Rights after the first anniversary of the Effective Date.

5. Each party hereto represents and warrants that (a) it has the full right and authority to enter into this Agreement and to perform the services and obligations set forth hereunder and that it has not made or assumed any commitment, agreement, grant or obligation that will or might conflict with its obligations hereunder, (b) it will not hereafter make or assume any commitment, agreement, grant or obligation that will or might conflict with its obligations hereunder and (c) neither its entry into its obligations under this Agreement nor the performance of its obligations hereunder violates any law or court order applicable to it nor its obligations under any of its constituent documents or any contract to which it is already a party.

6. McDougal acknowledges that all of the results and proceeds of the services provided by McDougal in connection with the Original Agreement, as amended (the "Services"), are a work-for-hire and that AMI owns all right, title and interest therein of every kind or nature, whether now known or hereafter devised, including without limitation, the entire copyright (including all extensions and renewals) therein throughout the universe in perpetuity. McDougal acknowledges and agrees that if any portion of the Services do not qualify as a "work for hire," then to the extent such intellectual property rights in the Services do not vest in AMI, McDougal hereby irrevocably grants, assigns, and transfers to AMI all of McDougal's rights, title and interest in and to the results and proceeds of the Services.

7. It is expressly understood, agreed and covenanted that the parties do not by this Agreement intend to form an employment relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, partnership or joint venture.

8. Nothing herein prohibits AMI from publishing any news and information related to McDougal in its publications as part of its regular course of business.

9. Each party hereby agrees to defend, and otherwise hold harmless the other party, its employees, successors and assigns, from and against any and all liabilities, claims, demands, charges, expenses and costs (including, without limitation, reasonable outside attorneys' fees) arising out of or resulting from any breach by the indemnifying party of any of the representations, warranties or agreements contained in this Agreement.

10. This Agreement sets forth the entire understanding of the parties regarding its subject matter and may not be amended except by a written instrument signed by both parties. This Agreement supersedes and replaces any and all prior agreements between the parties, whether written or oral, including the Original Agreement, as amended. This Agreement shall be construed in accordance with, and shall in all respects be governed by, the laws of the State of California. This Agreement may be executed in counterparts and signatures exchanged electronically or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same document.

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IN WITNESS WHEREOF, AMI and McDougal have executed this Agreement as of the Effective Date indicated above.

AMERICAN MEDIA, INC.

KAREN MCDUGAL

By: David Jay Lecker

\_\_\_\_\_

Its: Chief Executive Officer

Dated: \_\_\_\_\_

Dated: 4/18/18

\_\_\_\_\_

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# **EXHIBIT 1**





## NAME AND RIGHTS LICENSE AGREEMENT

This agreement (the "Agreement") is entered into as of August 5, 2016 (the "Effective Date") by and between American Media, Inc. ("AMI") and Karen McDougal ("McDougal"). For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. McDougal grants to AMI, for two years from the Effective Date, the right to identify McDougal as the author of, and use McDougal's name, likeness, and image in connection with, the following: (i) a monthly column on aging and fitness for *Star* magazine; (ii) a monthly column on aging and fitness for *Ok* magazine; (iii) four posts each month on aging and fitness for *Radar Online* (collectively, the "Columns"). AMI shall provide to McDougal a so-called *ghost-writer* or *ghost-writers* who will work with McDougal in the creation of her Columns. Notwithstanding anything else in this agreement, McDougal shall have the absolute right to approve any image of her which may appear on any AMI publication or property.

### 2. Magazine Covers.

2.1 McDougal further agrees to pose for and appear on the cover of *Men's Fitness* and *Muscle & Fitness Hers*, and to be interviewed for articles to appear in those magazines, at a time, date, and place to be determined by AMI in consultation with McDougal. AMI agrees to prominently feature McDougal on the covers discussed in this Paragraph within two years of the Effective Date.

2.2 McDougal further agrees that, in connection with the publication of her Columns, AMI may use her name and/or image on the covers of *Star* Magazine and/or *OK* Magazines, at AMI's discretion.

3. In addition, McDougal grants, assigns, and transfers to AMI, and AMI hereby acquires, McDougal's Limited Life Story Rights (as defined herein). The "Limited Life Story Rights" granted by McDougal are limited to any romantic, personal and/or physical relationship McDougal has ever had with any then-married man. The "Limited Life Story Rights" means all rights in and to the life story of McDougal regarding, (in the broadest possible way), any relationship she has ever had with a then-married man, and all themes, characters, events and incidents relating thereto, and all other material (whether written or oral) created, owned or controlled by McDougal in connection therewith. The grant of Limited Life Story Rights made hereby shall include all rights, title, interest and permission to use such rights in any and all media now known or hereafter known throughout the universe in perpetuity (the "Productions"). The grant of Limited Life Story Rights shall be complete, exclusive and without exception and McDougal reserves none of the Limited Life Story Rights hereby granted.

4. In connection with all the rights granted herein to AMI by McDougal, AMI shall pay McDougal the sum of \$150,000 (One Hundred and Fifty thousand dollars), payable within two business days following the execution of this Agreement.

5. Nothing herein shall obligate AMI to use the Life Rights in connection with any media. AMI's obligations to McDougal shall be the payment to McDougal of the sum set forth in paragraph 4 and the obligations set forth in paragraphs 1; 2.1; and 2.2.

6. All decisions whatsoever, whether of a creative or business nature, regarding any of the rights granted by McDougal to AMI herein, or any rights derived or ancillary thereto, shall be made by AMI in its sole discretion.

7. McDougal agrees that McDougal shall not grant the same or similar rights to any other party that McDougal has granted to AMI pursuant to this Agreement. In addition, McDougal shall not disclose, write about, nor cause to be disclosed or written about (including any posts on social media such as Facebook, Twitter, etc.), nor give interviews relating to, McDougal's Limited Life Story Rights granted herein at any time without the prior written consent of AMI, except as required by law. McDougal acknowledges and agrees that in the event McDougal violates the terms of this paragraph, AMI will suffer damages and other harm that will be significant but difficult to measure. Therefore, in addition to its other remedies in law or equity, AMI shall be entitled to liquidated damages in the amount of \$150,000 for any such breach.

8. Each party hereto represents and warrants that it has the full right and authority to enter into this Agreement and to perform the services and obligations set forth hereunder and that it/she has not made or assumed and will not hereafter make or assume any commitment, agreement, grant or obligation that will or might conflict with its obligations hereunder.

9. McDougal acknowledges that all of the results and proceeds of the services provided by McDougal in connection with this Agreement will be deemed a work-for-hire and that AMI shall own all right, title and interest therein of every kind or nature, whether now known or hereafter devised, including without limitation, the entire copyright (including all extensions and renewals) therein throughout the universe in perpetuity. McDougal shall have the right to re-post or link any AMI story about or concerning her on her personal and varying social media accounts and/or her web-site, KarenMcDougal.com.

10. McDougal's services are personal and unique in nature and McDougal may not assign this Agreement or any of McDougal's obligations. AMI may freely assign any and all rights and obligations under this Agreement in whole or in part to any other party.

11. It is expressly understood, agreed and covenanted that the parties do not by this Agreement intend to form an employment relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, partnership or joint venture.

12. Each party hereby agrees to defend, indemnify and otherwise hold harmless the other party, its employees, successors and assigns, from and against any and all liabilities, claims, demands, charges, expenses and costs (including, without limitation, reasonable outside attorney's fees) arising out of or resulting from any breach by the indemnifying party of any of the representations, warranties or agreements contained in this Agreement.

13. In recognition of the mutual benefits to each party of a voluntary system of alternative dispute resolution which involves binding confidential arbitration of all disputes of any kind which may arise between them, the exclusive manner of resolution of any and all disputes, claims or controversies arising between them of any kind or nature whatsoever, including without limitation claims arising from or pertaining in any manner to breach of this Agreement, shall be resolved by mandatory BINDING confidential Arbitration. Arbitration shall take place before JAMS under the JAMS Comprehensive Arbitration Rules and Procedures (including Interim Measures) ("JAMS Rules") in New York, New York, and will be heard and decided by a sole, neutral arbitrator ("Arbitrator") selected either by mutual agreement of the Parties or selected under JAMS Rules. Whether a dispute is arbitrable, the arbitrator's

jurisdiction, and issues regarding enforceability of this Agreement shall be determined by the Arbitrator and not by any court. The Arbitrator shall have the right to impose any and all legal and equitable remedies that would be available to any Party before any governmental dispute resolution forum or court of competent jurisdiction. If a request for immediate provisional relief is filed by a Party and if no Arbitrator has been appointed, JAMS shall appoint an Arbitrator who shall determine the request as soon as possible. The Arbitrator so appointed shall be determined by JAMS in its discretion not to have any material disclosure as to any Party or counsel, and the Parties shall waive the right to formal disclosure and the right to disqualify the Arbitrator so appointed as otherwise permitted by New York law. The Parties understand that these waivers are intended to effectuate their agreed process of immediate determination of a request for provisional relief. The Arbitrator shall render a written opinion which contains his/her factual and legal reasoning. The Party who prevails in any Arbitration may seek to have the Arbitrator's award entered as a judgment in any court of competent jurisdiction. If the prevailing Party files a petition to confirm the Arbitrator's Award and/or if any Party seeks to vacate an Award, any documents containing Confidential Information filed with any court in connection with such court proceedings shall be filed under seal to the greatest extent permissible by law, and any party filing such documents containing Confidential Information shall seek to obtain a Court Order sealing such documents contained in the Court file in order to maintain confidentiality of Confidential Information, to the greatest extent permissible by law, with all Parties having stipulated to the factual and legal grounds for such sealing. BY AGREEING TO ARBITRATION, THE PARTIES ARE GIVING UP ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JUDGE OR JURY WITH REGARD TO THE MATIERS WHICH ARE REQUIRED TO BE SUBMITTED TO MANDATORY BINDING ARBITRATION. THE PARTIES UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THERE IS NO RIGHT TO AN APPEAL OR A REVIEW OF AN ARBITRATOR'S AWARD AS THERE WOULD BE OF A JUDGE OR JURY'S DECISION.

14. Without limiting any other provision in this Agreement, McDougal's remedy for any breach of this Agreement by AMI shall be limited to monetary damages, and in no event shall McDougal be entitled to rescind this Agreement or to seek injunctive or any other equitable relief.

15. This Agreement sets forth the entire understanding of the parties regarding its subject matter and may not be amended except by a written instrument signed by both parties. This Agreement shall be construed in accordance with, and shall in all respects be governed by, the laws of the State of New York. This Agreement may be executed in counterparts and signatures exchanged electronically or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, AMI and McDougal have executed this Agreement as of the Effective Date indicated above.

AMERICAN MEDIA, INC.

KAREN MCDUGAL

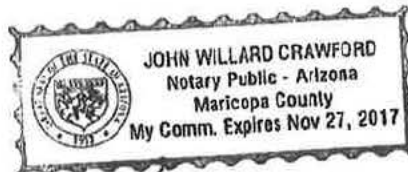
By:

Its:

*[Handwritten signature]*  
*Chief Content Counsel*

*[Handwritten signature]*

I, John Crawford, a Notary Public, do  
Certify that, on the 6 day of Aug, 2016,  
I personally made the above/attached copy of \_\_\_\_\_  
From the original, and it is a true, exact, complete, and  
unaltered copy



*[Handwritten signature]*





#### AMENDMENT TO NAME AND RIGHTS LICENSE AGREEMENT

Reference is made to the Name and Rights License Agreement (the "Agreement"), entered into as of August 5, 2016, by and between American Media, Inc. ("AMI") and Karen McDougal ("McDougal"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that Paragraph 7 of the Agreement shall be replaced and amended as follows:

7. McDougal agrees that McDougal shall not grant the same or similar rights to any other party that McDougal has granted to AMI pursuant to this Agreement with prior written approval of AMI. In addition, McDougal shall not disclose, write about, nor cause to be disclosed or written about (including any posts on social media such as Facebook, Twitter, etc.), nor give interviews relating to, McDougal's Limited Life Story Rights granted herein at any time without the prior written consent of AMI, except as required by law. McDougal acknowledges and agrees that in the event McDougal violates the terms of this paragraph, AMI will suffer damages and other harm that will be significant but difficult to measure. Therefore, in addition to its other remedies in law or equity, AMI shall be entitled to liquidated damages in the amount of \$150,000 for any such breach. Notwithstanding the above, McDougal may respond to legitimate press inquiries regarding the facts of her alleged relationship with Donald Trump. In connection therewith, AMI shall retain the services of Matthew Hiltzik at Hiltzik Strategies for a period of one month commencing on December 1, 2016, and Jon Hammond at Galvanized for a period of five months commencing on January 1, 2016, to provide PR and reputation management services and to coordinate any such response(s) in consultation with AMI.

Except as otherwise specifically set forth herein, all of the other terms and conditions of the Agreement are hereby ratified and confirmed.

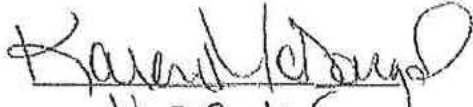
*[Signature page follows.]*

Please sign below to indicate your acceptance of the foregoing.

AMERICAN MEDIA, INC.

By:   
Dated: 12/7/16.

KAREN MCDOUGAL

  
Dated: 11-29-16

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

For valuable consideration as hereinafter set forth, this Settlement Agreement and General Release ("Agreement") is entered into by and between Karen McDougal ("McDougal"), on the one hand, and American Media, Inc. ("AMI"), on the other hand, to memorialize their agreement with reference to the Recitals set forth herein. McDougal and AMI are collectively referred to herein as the "Parties," and any one of them is sometimes referred to herein as a "Party." This Agreement is made effective as of the date of the last of the Parties' signatures below (the "Effective Date").

### RECITALS

WHEREAS, McDougal is the plaintiff and AMI is the defendant in an action entitled *Karen McDougal v. American Media, Inc., et al.*, Superior Court for the State of California, for the County of Los Angeles (the "Court"), Case No. BC 698956 (the "Action"), which contains a single cause of action for declaratory relief.

WHEREAS, AMI has filed a Special Motion to Strike the Complaint in the Action pursuant to California's anti-SLAPP statute, Code of Civil Procedure § 425.16, and has requested that the Court award attorney's fees and costs against McDougal.

WHEREAS, the Parties each deny any and all wrongdoing and liability.

WHEREAS, the Parties wish to fully, finally and completely conclude the Action, together with all existing and potential claims, damages, and causes of action between them. And, as part of such resolution, the Parties wish to enter into a novated Agreement, which is attached as Exhibit A to this Agreement ("Exhibit A").

NOW THEREFORE, in consideration of the following covenants, obligations, undertakings and consideration, the sufficiency of which is acknowledged, the Parties expressly, knowingly, voluntarily and mutually agree as follows:

### AGREEMENT

1. **Consideration.** The Parties each agree that the terms, promises, covenants, releases and obligations set forth in the body of this Agreement constitute valuable and mutually sufficient consideration. The Parties further agree that Exhibit A to this Agreement: will be executed concurrently with this Agreement; will have the same Effective Date as this Agreement; and constitutes further consideration for this Agreement. As additional consideration, within two (2) court days of the Effective Date, McDougal shall file with the Court a request for voluntary dismissal of the Action, in its entirety, with prejudice.

  
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## 2. Mutual General Releases And Covenants Not To Sue.

**2.1. Releases of AMI.** McDougal, for herself and for her agents, representatives, attorneys, affiliates, partners, joint venturers, co-venturerers, heirs, assigns, licensees, and trustees and all persons acting by, through, under, or in concert with them (collectively the "McDougal Releasing Parties"), hereby promise and covenant not to sue, and fully and forever release and discharge AMI, and AMI's employees, agents, officers, directors, shareholders, trustees, attorneys, representatives, independent contractors, subsidiaries, affiliates, partners, joint venturers, co-venturers, insurers, investors, assignees, licensees, predecessors and successors in interest, heirs and trustees, and all persons acting by, through, under, or in concert with them (collectively, the "AMI Released Parties"), from any and all claims, demands, complaints, damages, suits, debts, dues, sums, controversies, liens, accounts, obligations, costs, expenses, accounts, promises, indemnifications, causes of action or actions, losses, and liabilities of every kind and nature whatsoever, whether at law or in equity, whether now known or unknown, liquidated or unliquidated, direct or indirect, due or to become due, contingent or otherwise, suspected or unsuspected, which they now have or hold, or at any time heretofore ever had or held, that were raised or could have been raised in connection with or concurrently with the Action or under or in connection with the Agreement entered into between them dated as of August 5, 2016, and amended on November 29, 2016 (the "Original Agreement, as amended"), prior to its novation in accordance with the terms of Exhibit A hereto on the Effective Date (collectively, the "Claims"). It is understood and agreed that the AMI Released Parties may plead and invoke the releases provided in this Agreement as a complete defense and bar to any Claims brought by the McDougal Releasing Parties. For the avoidance of doubt, neither Keith Davidson nor Michael Cohen is an AMI Released Party. Nothing in this Agreement releases any claim that any McDougal Releasing Party has or may have against Keith Davidson and/or Michael Cohen.

**2.2. Releases of McDougal.** AMI, for itself and for its agents, representatives, attorneys, affiliates, partners, joint venturers, co-venturerers, assigns, licensees, and trustees and all persons acting by, through, under, or in concert with them (collectively the "AMI Releasing Parties"), hereby promise and covenant not to sue, and fully and forever release and discharge McDougal, and McDougal's employees, agents, attorneys, representatives, independent contractors, affiliates, partners, joint venturers, co-venturers, insurers, assignees, licensees, predecessors and successors in interest, heirs and trustees, and all persons acting by, through, under, or in concert with them (collectively, the "McDougal Released Parties"), from any and all Claims (as defined in Section 2.1 above). It is understood and agreed that the McDougal Released Parties may plead and invoke the releases provided in this Agreement as a complete defense and bar to any Claims brought by the AMI Releasing Parties.

**2.3. Section 1542 Waiver.** It is the express intention of each Party in executing this Agreement that it shall be effective as a bar to each and every one of the Claims released in this Agreement. In furtherance of this intention, each Party hereby expressly waives any and all rights and benefits conferred upon it or her by the provisions of Section 1542 of the California Civil Code and expressly consents that this Agreement, and the

  
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releases specified in this Agreement, shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action hereinabove specified.

Section 1542 provides:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

It is understood and agreed that the facts upon which this Agreement are based may hereafter turn out to be other or different than the facts now known by any of the McDougal Releasing Parties and/or the AMI Releasing Parties, or believed by any of them to be true. The McDougal Releasing Parties and the AMI Releasing Parties each expressly accept and assume the risk of the facts turning out to be different, and agree that the present Agreement shall be in all respects effective and not subject to termination, rescission or modification by reason of any such change in, or understanding of, the facts. Having been so apprised, the McDougal Releasing Parties and the AMI Releasing Parties, and all of them respectively, nevertheless hereby voluntarily elects to and do grant the releases as specified in this Agreement and, consistent with the releases in this Agreement, waive the rights described in California Civil Code Section 1542 and voluntarily elect to waive all claims, demands and causes of action that now exist in their favor whether known, unknown, suspected or unsuspected, as set forth in this Agreement.

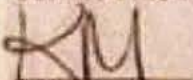
### 3. Miscellaneous Provisions.

3.1. **No Admission of Liability.** Nothing herein shall constitute or be construed as an admission of any liability whatsoever by any Party. The Parties each deny any and all wrongdoing and liability.

3.2. **Attorneys' Fees and Costs To Date.** The Parties, and each of them, shall bear their own costs and attorneys' fees incurred up to and including the Effective Date.

3.3. **Construction of Agreement.** The language of this Agreement shall not be construed for or against either Party. The Parties acknowledge that they have both participated in the drafting of this Agreement, and the language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and the Parties further agree that the rule of construction of contracts resolving ambiguities against the drafting Party shall be inapplicable to this Agreement. The headings used herein are for reference only and shall not affect the construction or interpretation of the Agreement.

3.4. **Sole Agreement.** This Agreement, together with the fully executed Exhibit A (collectively, the "Settlement Documents"), represent the sole and entire agreement between the Parties and supersede all prior agreements, negotiations and discussions between the Parties hereto and/or their respective counsel. The Settlement Documents are

  
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intended to be final and binding between the Parties hereto, and the Parties warrant and represent to one another that no promises, inducements, representations or warranties, oral or written, which are not expressly set forth in the Settlement Documents, have been, or will be claimed to have been relied upon in entering into the Settlement Documents, or in making the settlement, releases or agreements provided for herein. This Agreement, together with the fully executed Exhibit A, is an integrated document.

**3.5. Counterparts.** This Agreement must be in writing and signed by duly authorized representatives of the Parties, and may be executed in counterparts and signatures exchanged electronically or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same document.

**3.6. Governing Law and Jurisdiction.** This Agreement is to be governed under and be construed pursuant to the laws of the State of California without giving effect to its conflict of laws provisions. Furthermore, the Parties agree that any action or proceeding brought to enforce or declare rights arising out of or relating to this Agreement will be brought exclusively in the State or Federal courts located in the County of Los Angeles, California. The Parties further consent to the jurisdiction of said courts and waive any claims of forum non conveniens or any other claims relating to venue.

**3.7. Authority; No Violation.** The undersigned individuals execute this Agreement on behalf of the respective Parties; and each of the Parties, and the undersigned individuals warrant and represent that the undersigned individuals are authorized to enter into and execute this Agreement on behalf of the respective Parties. Each of the Parties represents and warrants that it has all due authority to enter into this Agreement and that neither the entry into this Agreement nor the performance thereof violates any law or court order to which it is subject, any of its constitutive documents or any contract to which it is already a party.

**3.8. Successors and Assigns.** This Agreement will be binding upon the Parties' successors, assigns, heirs, executors, administrators, and other legal representatives.

**3.9. Warranty and Representation Re No Prior Actions Except The Action.** Each of the Parties, on behalf of themselves and each of their respective representatives, agents, employees and attorneys promises, represents, warrants and covenants that as of the time of signing this Agreement, that, with the exception of the Action, they have not filed any claims, complaints, lawsuits, arbitrations, or other actions or proceedings in any court, agency, arbitral body or other jurisdiction against any of the other Parties or their agents, representatives or employees.

**3.10. Initial Public Statement.** Upon McDougal's filing of the request for voluntary dismissal of this Action, the Parties understand and agree that McDougal will issue the first public statement, immediately following which AMI may issue its own statement. Nothing herein is intended to prohibit the parties from issuing subsequent statements or limiting their speech about the Action or any other matter.

  
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3.11. **Severability.** If any provision of this Agreement is found to be void, voidable, illegal, invalid, or otherwise unenforceable, then the remainder of the Agreement nevertheless shall remain in full force and effect, and, to the extent reasonably possible, the parties shall replace the unenforceable provision with an enforceable provision that most closely approximates the intent of the unenforceable provision. The releases provided in this Agreement are effective immediately upon the Effective Date, and may not be revoked or rescinded by any alleged breach of Exhibit A to this Agreement.

3.12. **Voluntary and Informed Agreement.** The Parties acknowledge that they have been represented by independent counsel of their choice throughout all negotiations related to this Agreement and its execution. The Parties expressly acknowledge that they have neither received nor relied on the advice of any other Party to this Agreement or any of its agents, representatives or employees with regard to any federal and/or state tax consequences of this settlement. The Parties represent that they have read and have fully understood all of the provisions of this Agreement, that they have had sufficient and reasonable time and opportunity to discuss all aspects of this Agreement and Exhibit A with their counsel, and that they are entering into this Agreement voluntarily, freely and with full consent.

IN WITNESS THEREOF, the Parties have executed this Settlement Agreement and General Release on the dates indicated below effective as of the Effective Date.

Dated: 4-18-18

Karen McDougal  
Karen McDougal

Dated: \_\_\_\_\_

\_\_\_\_\_  
American Media, Inc.

By: \_\_\_\_\_

Approved as to form by:

Dated: 4/18/18

Peter K. Stris  
Peter K. Stris, Esq., Counsel for Karen McDougal

Dated: \_\_\_\_\_


\_\_\_\_\_  
Cameron Stracher, Esq., Counsel for American Media, Inc.

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# **EXHIBIT A**





AMERICAN  
MEDIA, INC.

This agreement (the "Agreement") is entered into by and between American Media, Inc. ("AMI") and Karen McDougal ("McDougal"), effective as of the date of the last party's signature below (the "Effective Date"). The Agreement is a novation of a Name and Rights License Agreement entered into by and between AMI and McDougal as of August 5, 2016, and amended on November 29, 2016 (the "Original Agreement, as amended"). For ease of reference, the Original Agreement, as amended, is attached hereto as Exhibit 1.


For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, AMI and McDougal agree as follows:

1. **Accord & Satisfaction of Photography and Writing.** AMI and McDougal hereby agree that McDougal's performance prior to the Effective Date constitutes a full accord and satisfaction of her responsibilities in the Original Agreement, as amended, with respect to photography and writing.

2. AMI shall have the right, but not the obligation, to create five columns on health and fitness for initial publication in *US Weekly*, *Men's Journal*, and *Muscle & Fitness Herx*, and their associated websites, under McDougal's name and likeness, using information and images previously provided by McDougal to AMI. McDougal shall have the right to approve, in good faith, any images that AMI chooses to include in any such publication.

3. AMI shall have the right, but not the obligation, to create a cover for *Men's Journal* magazine using images previously provided by McDougal to AMI, or from images previously taken of McDougal by AMI, along with an accompanying article about health and fitness in *Men's Journal* magazine using information and images previously provided to AMI by McDougal or previously taken of McDougal by AMI. McDougal shall have the right to approve, in good faith, any images that AMI chooses to include in any such cover and/or article.

4. **Reversion of Limited Life Story Rights to McDougal.** All rights in and to McDougal's "Limited Life Story Rights," as defined in the Original Agreement, as amended, shall immediately revert to McDougal on the Effective Date. Notwithstanding the above, if McDougal sells or licenses the "Limited Life Story Rights" to any third party within one (1) year of the Effective Date, AMI shall be entitled to 10 percent (10%) of all revenue actually received by McDougal from such sale or license, subject to a global cap of \$75,000 from all such sales or licenses (the "AMI Royalty"). AMI may elect to keep the AMI Royalty or donate such amounts to a charity of McDougal's choosing. For the avoidance of doubt, McDougal's "Life Story Rights" as used in connection with the term "Limited Life Story Rights" in the Original Agreement, as amended, shall mean only the rights to use McDougal's name, likeness, image, or voice in a fiction or non-fiction narrative movie, television or radio series, book, magazine, or theatrical production and subject to the custom and usage in the Entertainment Industry. For the avoidance of doubt, AMI shall not have any right to any revenue received by McDougal from any other source including, but not limited to, modeling, endorsements, or other public appearances, or publications not involving the sale or license of McDougal's "Limited Life Story Rights," nor shall any AMI

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Royalty be payable in connection with any sale or license of the Limited Life Story Rights after the first anniversary of the Effective Date.

5. Each party hereto represents and warrants that (a) it has the full right and authority to enter into this Agreement and to perform the services and obligations set forth hereunder and that it has not made or assumed any commitment, agreement, grant or obligation that will or might conflict with its obligations hereunder, (b) it will not hereafter make or assume any commitment, agreement, grant or obligation that will or might conflict with its obligations hereunder and (c) neither its entry into its obligations under this Agreement nor the performance of its obligations hereunder violates any law or court order applicable to it nor its obligations under any of its constituent documents or any contract to which it is already a party.

6. McDougal acknowledges that all of the results and proceeds of the services provided by McDougal in connection with the Original Agreement, as amended (the "Services"), are a work-for-hire and that AML owns all right, title and interest therein of every kind or nature, whether now known or hereafter devised, including without limitation, the entire copyright (including all extensions and renewals) therein throughout the universe in perpetuity. McDougal acknowledges and agrees that if any portion of the Services do not qualify as a "work for hire," then to the extent such intellectual property rights in the Services do not vest in AML, McDougal hereby irrevocably grants, assigns, and transfers to AML all of McDougal's rights, title and interest in and to the results and proceeds of the Services.

7. It is expressly understood, agreed and covenanted that the parties do not by this Agreement intend to form an employment relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, partnership or joint venture.

8. Nothing herein prohibits AML from publishing any news and information related to McDougal in its publications as part of its regular course of business.

9. Each party hereby agrees to defend, and otherwise hold harmless the other party, its employees, successors and assigns, from and against any and all liabilities, claims, demands, charges, expenses and costs (including, without limitation, reasonable outside attorneys' fees) arising out of or resulting from any breach by the indemnifying party of any of the representations, warranties or agreements contained in this Agreement.

10. This Agreement sets forth the entire understanding of the parties regarding its subject matter and may not be amended except by a written instrument signed by both parties. This Agreement supersedes and replaces any and all prior agreements between the parties, whether written or oral, including the Original Agreement, as amended. This Agreement shall be construed in accordance with, and shall in all respects be governed by, the laws of the State of California. This Agreement may be executed in counterparts and signatures exchanged electronically or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same document.

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IN WITNESS WHEREOF, AMI and McDougal have executed this Agreement as of the Effective Date indicated above.

AMERICAN MEDIA, INC.

KAREN MCDUGAL

By: \_\_\_\_\_

*Karen McDougal*

Its: \_\_\_\_\_

Dated: 4-18-18

Dated: \_\_\_\_\_

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*Km*

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# **EXHIBIT 1**





## NAME AND RIGHTS LICENSE AGREEMENT

This agreement (the "Agreement") is entered into as of August 5, 2016 (the "Effective Date") by and between American Media, Inc. ("AMI") and Karen McDougal ("McDougal"). For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. McDougal grants to AMI, for two years from the Effective Date, the right to identify McDougal as the author of, and use McDougal's name, likeness, and image in connection with, the following: (i) a monthly column on aging and fitness for *Star* magazine; (ii) a monthly column on aging and fitness for *Ok* magazine; (iii) four posts each month on aging and fitness for *Radar Online* (collectively, the "Columns"). AMI shall provide to McDougal a so-called *ghost-writer* or *ghost-writers* who will work with McDougal in the creation of her Columns. Notwithstanding anything else in this agreement, McDougal shall have the absolute right to approve any image of her which may appear on any AMI publication or property.

### 2. Magazine Covers.

2.1 McDougal further agrees to pose for and appear on the cover of *Men's Fitness* and *Muscle & Fitness Hers*, and to be interviewed for articles to appear in those magazines, at a time, date, and place to be determined by AMI in consultation with McDougal. AMI agrees to prominently feature McDougal on the covers discussed in this Paragraph within two years of the Effective Date.

2.2 McDougal further agrees that, in connection with the publication of her Columns, AMI may use her name and/or image on the covers of *Star Magazine* and/or *OK Magazines*, at AMI's discretion.

3. In addition, McDougal grants, assigns, and transfers to AMI, and AMI hereby acquires, McDougal's Limited Life Story Rights (as defined herein). The "Limited Life Story Rights" granted by McDougal are limited to any romantic, personal and/or physical relationship McDougal has ever had with any then-married man. The "Limited Life Story Rights" means all rights in and to the life story of McDougal regarding, (in the broadest possible way), any relationship she has ever had with a then-married man, and all themes, characters, events and incidents relating thereto, and all other material (whether written or oral) created, owned or controlled by McDougal in connection therewith. The grant of Limited Life Story Rights made hereby shall include all rights, title, interest and permission to use such rights in any and all media now known or hereafter known throughout the universe in perpetuity (the "Productions"). The grant of Limited Life Story Rights shall be complete, exclusive and without exception and McDougal reserves none of the Limited Life Story Rights hereby granted.

4. In connection with all the rights granted herein to AMI by McDougal, AMI shall pay McDougal the sum of \$150,000 (One Hundred and Fifty thousand dollars), payable within two business days following the execution of this Agreement.

5. Nothing herein shall obligate AMI to use the Life Rights in connection with any media. AMI's obligations to McDougal shall be the payment to McDougal of the sum set forth in paragraph 4 and the obligations set forth in paragraphs 1; 2.1; and 2.2.

6. All decisions whatsoever, whether of a creative or business nature, regarding any of the rights granted by McDougal to AMI herein, or any rights derived or ancillary thereto, shall be made by AMI in its sole discretion.

7. McDougal agrees that McDougal shall not grant the same or similar rights to any other party that McDougal has granted to AMI pursuant to this Agreement. In addition, McDougal shall not disclose, write about, nor cause to be disclosed or written about (including any posts on social media such as Facebook, Twitter, etc.), nor give interviews relating to, McDougal's Limited Life Story Rights granted herein at any time without the prior written consent of AMI, except as required by law. McDougal acknowledges and agrees that in the event McDougal violates the terms of this paragraph, AMI will suffer damages and other harm that will be significant but difficult to measure. Therefore, in addition to its other remedies in law or equity, AMI shall be entitled to liquidated damages in the amount of \$150,000 for any such breach.

8. Each party hereto represents and warrants that it has the full right and authority to enter into this Agreement and to perform the services and obligations set forth hereunder and that it/she has not made or assumed and will not hereafter make or assume any commitment, agreement, grant or obligation that will or might conflict with its obligations hereunder.

9. McDougal acknowledges that all of the results and proceeds of the services provided by McDougal in connection with this Agreement will be deemed a work-for-hire and that AMI shall own all right, title and interest therein of every kind or nature, whether now known or hereafter devised, including without limitation, the entire copyright (including all extensions and renewals) therein throughout the universe in perpetuity. McDougal shall have the right to re-post or link any AMI story about or concerning her on her personal and varying social media accounts and/or her web-site, KarenMcDougal.com.

10. McDougal's services are personal and unique in nature and McDougal may not assign this Agreement or any of McDougal's obligations. AMI may freely assign any and all rights and obligations under this Agreement in whole or in part to any other party.

11. It is expressly understood, agreed and covenanted that the parties do not by this Agreement intend to form an employment relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, partnership or joint venture.

12. Each party hereby agrees to defend, indemnify and otherwise hold harmless the other party, its employees, successors and assigns, from and against any and all liabilities, claims, demands, charges, expenses and costs (including, without limitation, reasonable outside attorney's fees) arising out of or resulting from any breach by the indemnifying party of any of the representations, warranties or agreements contained in this Agreement.

13. In recognition of the mutual benefits to each party of a voluntary system of alternative dispute resolution which involves binding confidential arbitration of all disputes of any kind which may arise between them, the exclusive manner of resolution of any and all disputes, claims or controversies arising between them of any kind or nature whatsoever, including without limitation claims arising from or pertaining in any manner to breach of this Agreement, shall be resolved by mandatory BINDING confidential Arbitration. Arbitration shall take place before JAMS under the JAMS Comprehensive Arbitration Rules and Procedures (including Interim Measures) ("JAMS Rules") in New York, New York, and will be heard and decided by a sole, neutral arbitrator ("Arbitrator") selected either by mutual agreement of the Parties or selected under JAMS Rules. Whether a dispute is arbitrable, the arbitrator's

jurisdiction, and issues regarding enforceability of this Agreement shall be determined by the Arbitrator and not by any court. The Arbitrator shall have the right to impose any and all legal and equitable remedies that would be available to any Party before any governmental dispute resolution forum or court of competent jurisdiction. If a request for immediate provisional relief is filed by a Party and if no Arbitrator has been appointed, JAMS shall appoint an Arbitrator who shall determine the request as soon as possible. The Arbitrator so appointed shall be determined by JAMS in its discretion not to have any material disclosure as to any Party or counsel, and the Parties shall waive the right to formal disclosure and the right to disqualify the Arbitrator so appointed as otherwise permitted by New York law. The Parties understand that these waivers are intended to effectuate their agreed process of immediate determination of a request for provisional relief. The Arbitrator shall render a written opinion which contains his/her factual and legal reasoning. The Party who prevails in any Arbitration may seek to have the Arbitrator's award entered as a judgment in any court of competent jurisdiction. If the prevailing Party files a petition to confirm the Arbitrator's Award and/or if any Party seeks to vacate an Award, any documents containing Confidential Information filed with any court in connection with such court proceedings shall be filed under seal to the greatest extent permissible by law, and any party filing such documents containing Confidential Information shall seek to obtain a Court Order sealing such documents contained in the Court file in order to maintain confidentiality of Confidential Information, to the greatest extent permissible by law, with all Parties having stipulated to the factual and legal grounds for such sealing. BY AGREEING TO ARBITRATION, THE PARTIES ARE GIVING UP ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JUDGE OR JURY WITH REGARD TO THE MATIERS WHICH ARE REQUIRED TO BE SUBMITTED TO MANDATORY BINDING ARBITRATION. THE PARTIES UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THERE IS NO RIGHT TO AN APPEAL OR A REVIEW OF AN ARBITRATOR'S AWARD AS THERE WOULD BE OF A JUDGE OR JURY'S DECISION.

14. Without limiting any other provision in this Agreement, McDougal's remedy for any breach of this Agreement by AMI shall be limited to monetary damages, and in no event shall McDougal be entitled to rescind this Agreement or to seek injunctive or any other equitable relief.

15. This Agreement sets forth the entire understanding of the parties regarding its subject matter and may not be amended except by a written instrument signed by both parties. This Agreement shall be construed in accordance with, and shall in all respects be governed by, the laws of the State of New York. This Agreement may be executed in counterparts and signatures exchanged electronically or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, AMI and McDougal have executed this Agreement as of the Effective Date indicated above.

AMERICAN MEDIA, INC.

KAREN MCDUGAL

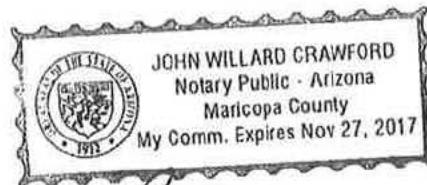
By:

Its:

*[Handwritten signature]*  
Chief Content Officer

*[Handwritten signature]*

John Crawford a notary public, do  
Certify that, on the 6 day of Aug, 2016  
I personally made the above/attached copy of \_\_\_\_\_  
From the original, and it is a true, exact, complete, and  
Unaltered copy.



*[Handwritten signature]*



## AMENDMENT TO NAME AND RIGHTS LICENSE AGREEMENT

Reference is made to the Name and Rights License Agreement (the "Agreement"), entered into as of August 5, 2016, by and between American Media, Inc. ("AMI") and Karen McDougall ("McDougal"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that Paragraph 7 of the Agreement shall be replaced and amended as follows:

7. McDougal agrees that McDougal shall not grant the same or similar rights to any other party that McDougal has granted to AMI pursuant to this Agreement with prior written approval of AMI. In addition, McDougal shall not disclose, write about, nor cause to be disclosed or written about (including any posts on social media such as Facebook, Twitter, etc.), nor give interviews relating to, McDougal's Limited Life Story Rights granted herein at any time without the prior written consent of AMI, except as required by law. McDougal acknowledges and agrees that in the event McDougal violates the terms of this paragraph, AMI will suffer damages and other harm that will be significant but difficult to measure. Therefore, in addition to its other remedies in law or equity, AMI shall be entitled to liquidated damages in the amount of \$150,000 for any such breach. Notwithstanding the above, McDougal may respond to legitimate press inquiries regarding the facts of her alleged relationship with Donald Trump. In connection therewith, AMI shall retain the services of Matthew Hiltzik at Hiltzik Strategies for a period of one month commencing on December 1, 2016, and Jon Hammond at Galvanized for a period of five months commencing on January 1, 2016, to provide PR and reputation management services and to coordinate any such response(s) in consultation with AMI.

Except as otherwise specifically set forth herein, all of the other terms and conditions of the Agreement are hereby ratified and confirmed.

*[Signature page follows.]*

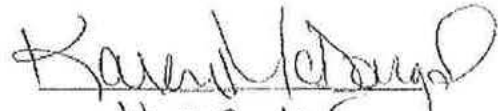


Please sign below to indicate your acceptance of the foregoing.

AMERICAN MEDIA, INC.

By:   
Dated: 12/7/16.

KAREN MCDUGAL

  
Dated: 11-29-16

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FEC MAIL CENTER  
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OFFICE OF  
GENERAL COUNSEL  
2018 JUN 11 PM 1:13

# Exhibit B

ON BEAT THE BULGE

## KAREN MCDUGAL SHARES HER TOP 5 TIPS ON MAKING IT THROUGH COOKOUT SEASON WITHOUT PACKING ON THE POUNDS

MAY 11, 2018 10:53PM



Between BBQs, ice cream and beers by the beach, the summer can sizzle away your resolve to eat well and stay fit. If you're feeling the heat when it comes to sticking to your diet, just follow these simple strategies to stay swimsuit ready all season long — no sweat!

### Don't gorge

It's tempting to "save" your calories for that big backyard bash, but the better move is to eat three to five small meals throughout the day. This will help you make healthier food choices, limit your cravings and boost your body's fat-burning potential. Starving yourself will only prompt your body to conserve calories by storing fat and burning muscle.

### Eat Lean Protein

If you're traveling and thrown off your usual eating routine, remember: Even at unhealthy eateries where you can't be sure of calorie counts, stick to lean proteins like fish, chicken and eggs cooked without heavy sauces or cheese to minimize the damage.

### Sneak Seasonally

Summer offers so many chances to celebrate (i.e., eat and drink), so retrain your brain to equate "indulgence" with natural, in-season treats like cherry tomatoes, strawberries or watermelon — tasty and healthy!

### Sip Smartly

Sodas are packed with sugar or unhealthy sweeteners — and so are cocktails. If you want to kick back with an alcoholic beverage, limit your intake to one glass of wine, or choose a clear alcohol like vodka, which is low in sugar and has fewer calories than that margarita.

### HYDRATE, HYDRATE, HYDRATE

Having one glass of water in between each busy summer drink will not only help you keep you from ending up facedown on the slip-slide, but also flush out excess calories. Down one more glass of water before bed to wake up fresh and well-rested — and ready to do it again!



TWEET



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## HEALTH &amp; FITNESS

# Karen McDougal Shares Her Top 5 Tips on Making it Through Cookout Season Without Packing on the Pounds



## 11 Men's Journal



### More News 7

**Examining How and When to Dial Back Your Workouts for Greater Gains**

**The Busy Man's 15-Minute Fat-Burning Workout**

**Brett Fitzgibbon's Workout Buddy Has Four Legs and a Tail**

**Juan World Champion Teddy Riner Reveals the Secret to His Training Success**

**The Powerful Green Tea Compound That Could Help Prevent Heart Attacks**

**7 Ways to Enjoy Medical Cannabis, Your New Performance Partner**

[All Successes →](#)

### More Videos



Between BBQs, ice cream and beers by the beach, the summer can sizzle away your resolve to eat well and stay fit. If you're feeling the heat when it comes to sticking to your diet, just follow these simple strategies to stay swimsuit-ready all season long — no sweat!

#### Don't Gorge

It's tempting to "save" your calories for that big backyard bash, but the better move is to eat three to five small meals throughout the day. This will help you make healthier food choices, limit your cravings and boost your body's fat-burning abilities. Starving yourself will only prompt your body to conserve calories by storing fat and burning muscle.

#### Eat Lean Protein

If you're traveling and tired of your usual eating routine, remember: Even at unhealthy events where you can't be sure of calorie counts, stick to lean proteins like fish, chicken and eggs cooked without heavy sauces or cheese to minimize the damage.

#### Snack Seasonally

Summer offers so many chances to celebrate, eat and drink, so retrain your brain to equate "indulgence" with natural, in-season treats like cherry tomatoes, strawberries or watermelon — tasty and healthy!

#### Sip Smartly

Sodas are packed with sugar or unhealthy sweeteners — and so are cocktails. If you want to kick back with an alcoholic beverage, limit your intake to one glass of wine, or choose a clear alcohol like vodka, which is low in sugar and has fewer calories than that margarita.

#### HYDRATE, HYDRATE, HYDRATE

Having one glass of water in between each boozy summer drink will not only help you keep you from ending up face-down on the slip-and-slide, but also flush out excess calories. Drink one more glass of water before bed to wake up fresh and well-rested — and ready to do it again!



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## KAREN MCDUGAL SHARES HER TOP 5 TIPS ON MAKING IT THROUGH COOKOUT SEASON WITHOUT PACKING ON THE POUNDS

Stick to your diet all summer long with these simple strategies.



BY M&amp;F EDITORS

twitter muscle\_fitness



©K. STANLEY



Between BBQs, ice cream and beers by the beach, the summer can sizzle away your resolve to eat well and stay fit. If you're feeling the heat when it comes to sticking to your diet, just follow these simple strategies to stay swimsuit ready all season long—no sweat!

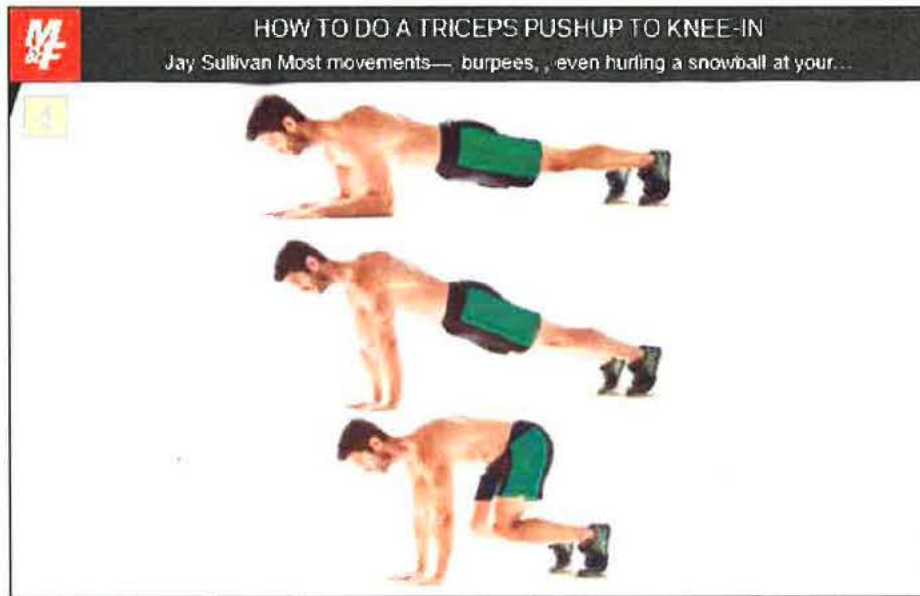
### **DON'T GORGE**

It's tempting to "save" your calories for that big backyard bash, but the better move is to eat three to five small meals throughout the day. This will help you make healthier food choices, limit your cravings and boost your body's fat-burning potential. Starving yourself will only prompt your body to conserve calories by storing fat and burning muscle.



## EAT LEAN PROTEIN

If you're traveling and thrown off your usual eating routine, remember: Even at **unhealthy eateries** where you can't be sure of calorie counts, stick to lean proteins like fish, chicken and eggs cooked **without heavy sauces or cheese** to minimize the damage.



## SNACK SEASONALLY

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WELLNESS

# Karen McDougal's 5 Tips for Surviving Cookout Season Without Gaining Weight

By US Weekly Staff May 11, 2018



Karen McDougal

*SlimFast*  
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Between barbecues, ice cream and beers by the beach, the summer can sizzle away your resolve to eat well and stay fit. If you're feeling the heat when it comes to sticking to your diet, just follow these simple strategies to stay swimsuit ready all season long — no sweat!

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## **Eat Lean Protein**

If you're traveling and thrown off your usual eating routine, remember: Even at unhealthy eateries where you can't be sure of calorie counts, stick to lean proteins such as fish, chicken, and eggs cooked without heavy sauces or cheese to minimize the damage!

## **Snack Seasonally**

Summer offers so many chances to celebrate (i.e. eat and drink) so retrain your brain to equate "indulgence" with natural, in-season treats including cherry tomatoes, strawberries, or watermelon — tasty and healthy!

## **Sip Smartly**

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**BEAT THE BULGE**

# Karen McDougal Shares Her Top 5 Tips On Making It Through Cookout Season Without Packing On The Pounds

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By Radar Staff

Posted on May 31, 2018 @ 17:18PM



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**Beat The buge**

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By Star Staff, May 31, 2018

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### FITNESS EXPERT KAREN MCDUGAL SHARES HER SUMMER WORKOUT TIPS

MAY 14, 2018 14:14PM

A new outfit will get you excited to strut your stuff at the gym, and Karen opts for Nike gear. But her must-have accessory? A workout buddy! "Get outside and sprint together, shoot hoops or even use little ones as weights," suggests Karen. "Hold babies and toddlers while you squat to burn even more calories!"

"Use Fitbit or activity tracker to mark your progress," Karen advises, adding that a good pair of headphones will keep the beats flowing and the motivation going. And don't forget: A fit figure is made in the kitchen, not the gym!

"Juicing is a great way to get a lot of nutrients quickly, same with soup," details Karen, who blends up celery, apple, cucumber, spinach, orange, banana and lemon for a refreshing smoothie.

*Breville Fountain Plus Juicer, \$150*

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*Nike Women's Flex Laser Hi Sneakers, \$85*

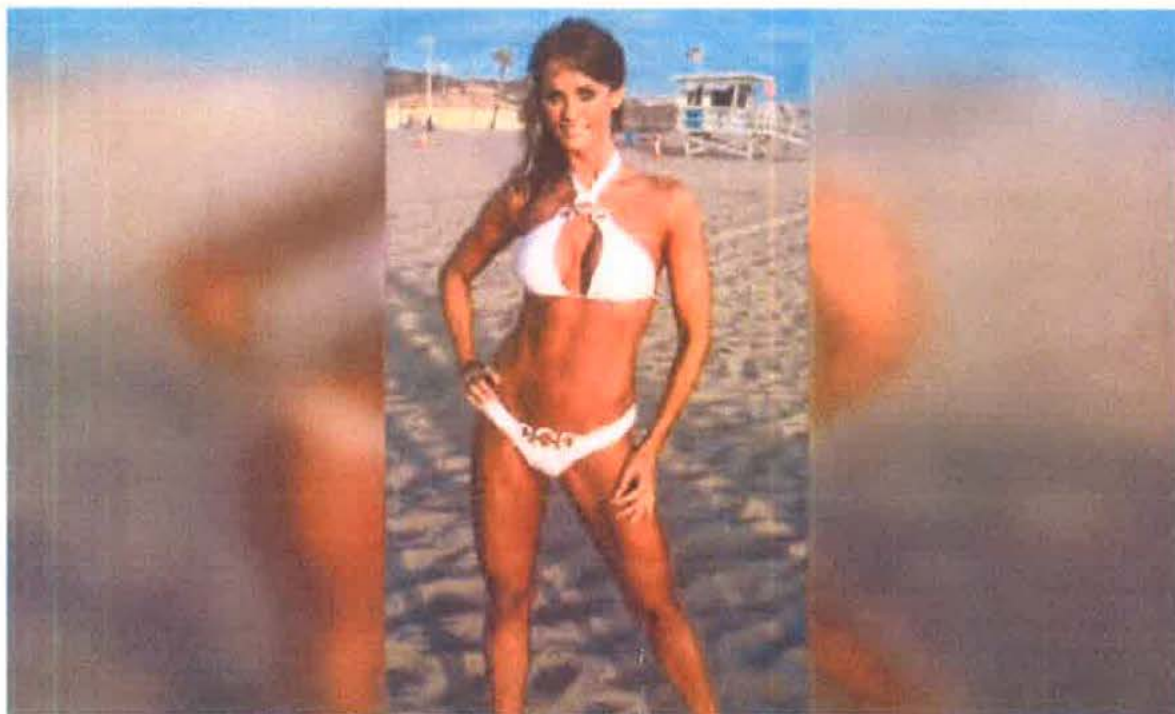
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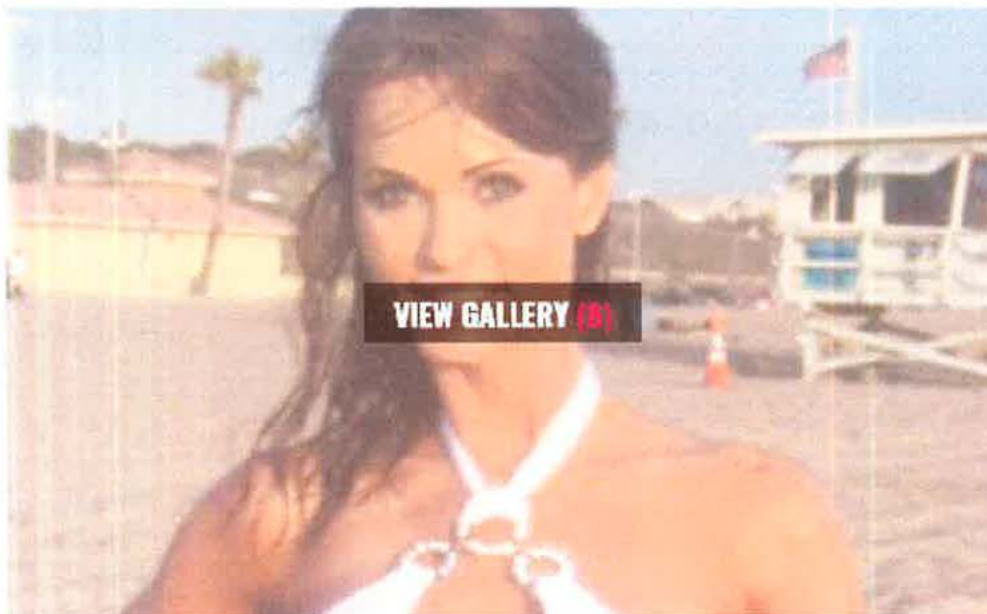


**Shape Up!**

## Fitness Expert Karen McDougal Shares Her Summer Workout Tips

By Star Staff, May 14, 2018

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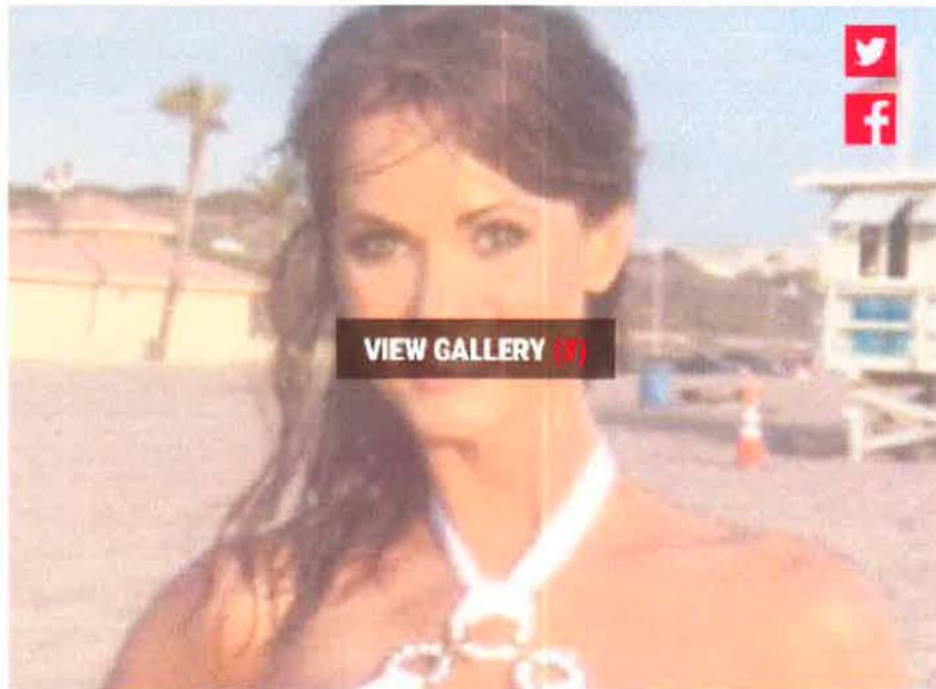
**SHAPE UP!**

# Fitness Expert Karen McDougal Shares Her Summer Workout Tips



By Radar Staff

Posted on May 14, 2018 @ 14:44PM



A new outfit will get you excited to strut your stuff at the gym, and Karen opts for Nike gear. But her must-have accessory? A workout buddy! "Get outside and sprint together, shoot hoops or even use little ones as weights," suggests Karen. "Hold babies and toddlers while you squat to burn even more calories!"

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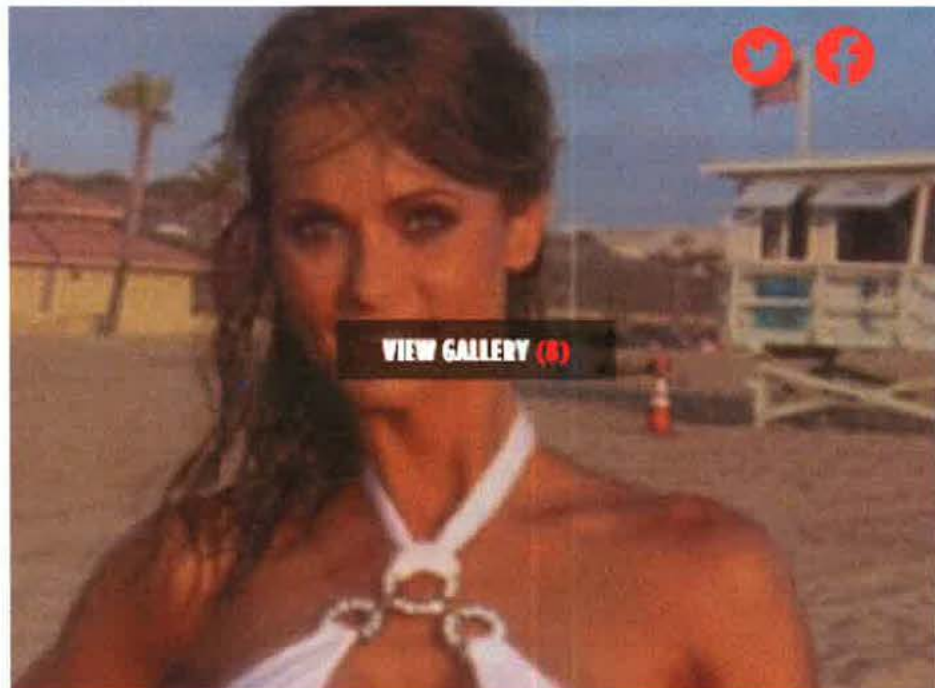
**SHAPE UP!**

## Fitness Expert Karen McDougal Shares Her Summer Workout Tips



By National ENQUIRER Staff

May 14, 2018 10:44PM



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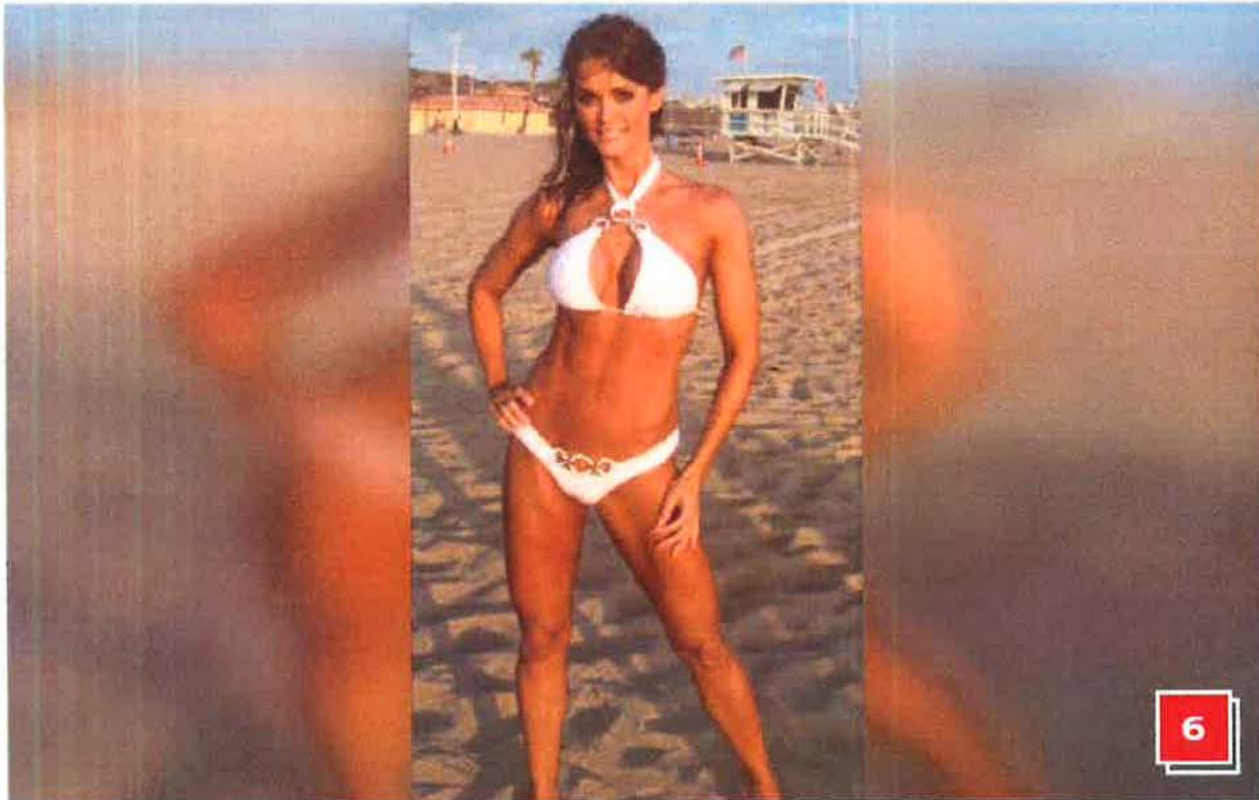
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HEALTH &amp; FITNESS

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1.16

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2.16

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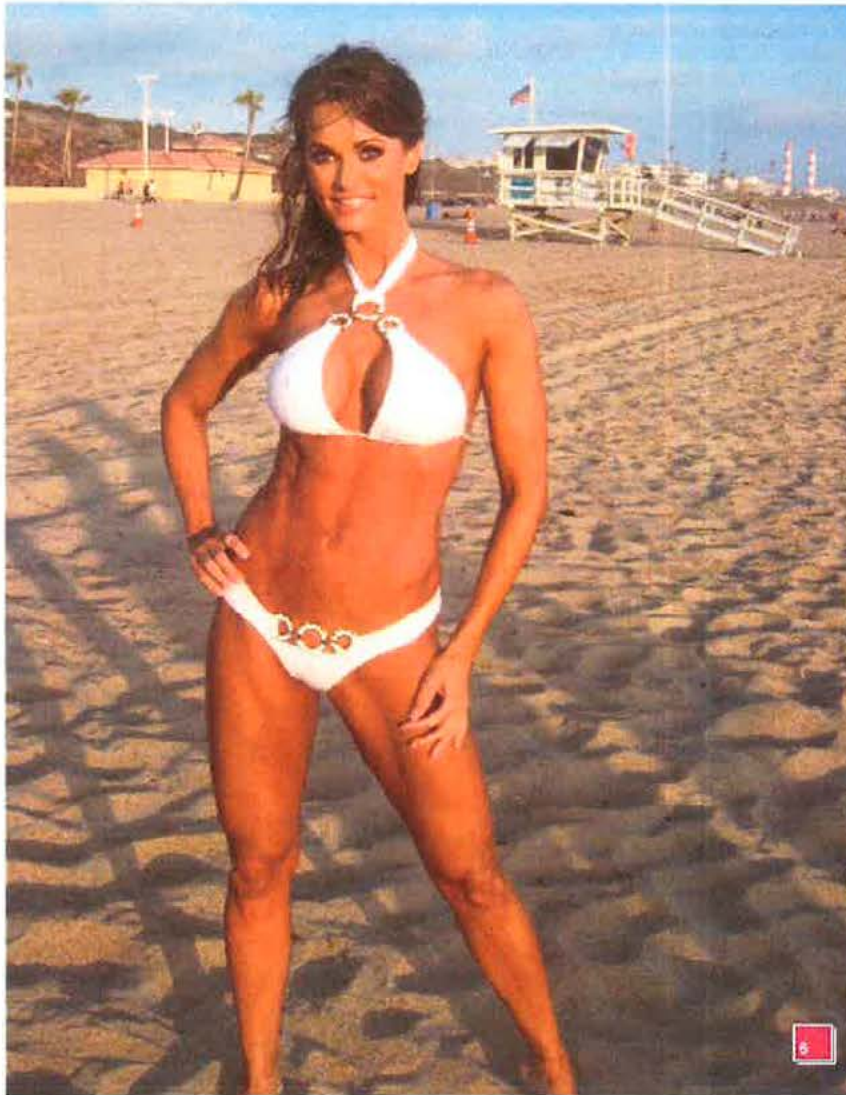
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# Fitness Expert Karen McDougal Shares Her Summer Workout Tips

By US Weekly Staff



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A new outfit will get you excited to strut your stuff at the gym, and fitness guru **Karen McDougal** opts for Nike gear. But her must-have accessory? A workout buddy! "Get outside and sprint together, shoot hoops or even use little ones as weights," suggests McDougal. "Hold babies and toddlers while you squat to burn even more calories!"



### Fitbit Charge 2

"Use Fitbit or activity tracker to mark your progress," the fitness expert advises. Her **suggested activity tracker** — which costs \$150 — will record your daily step count, calories burned, and much more.



### Breville Fountain Plus Juicer

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### **JBL Wireless Over-Ear Headphones**

The health guru notes that a good pair of headphones will keep the beats flowing and the motivation going. [\(\\$99\)](#)



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A cute workout outfit starts with a breathable tank. This [Nike top](#) runs around \$55.



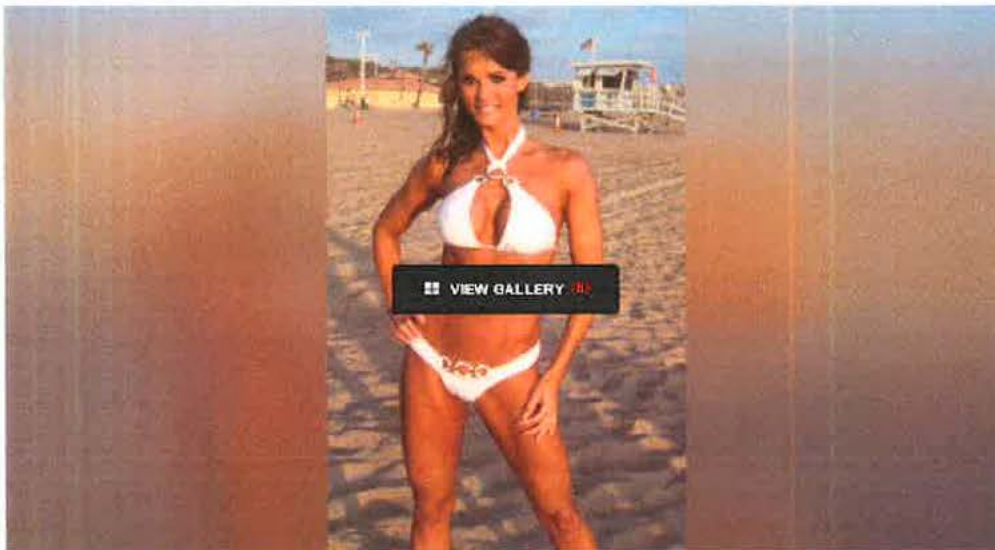
## FITNESS EXPERT KAREN MCDUGAL SHARES HER SUMMER WORKOUT TIPS

Here's the gear that McDougal swears by to boost her fitness routine.



BY M&F EDITORS

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