

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter, the “Settlement Agreement”) is made effective as of July 25, 2025 (“Effective Date”) between Penlink Ltd, and its affiliates. (“Penlink”), and the Electronic Frontier Foundation (“EFF”) (each a “Party” and together the “Parties”).

WHEREAS, on October 3, 2024, EFF submitted a California Public Records Act request to the San Joaquin Sheriff’s Office (“SJSO”) seeking records “relating to the relationship between this agency and Cobwebs Technologies (and/or its parent company, Penlink),” among other things (the “Records”);

WHEREAS, on November 8, 2024, the SJSO produced records in redacted form, including redactions of certain information contained in purchase orders and price quotations. Specifically, the SJSO produced records that redacted the descriptions and prices of services offered by Penlink and Cobwebs Technologies (“Redacted Information”) and/or purchased by SJSO;

WHEREAS, on November 22, 2024, Penlink filed a lawsuit in the Superior Court for San Joaquin County, California (*Penlink, Inc. v. San Joaquin County Sheriff’s Office*, Case No STK-CV-UWM-2024-0016425) (the “Lawsuit”) seeking injunctive, declaratory, and other relief that would prevent SJSO from disclosing the Redacted Information to EFF;

WHEREAS, Penlink asserts the Redacted Information contains protected trade secrets or private, personal information;

WHEREAS, EFF has intervened in the Lawsuit for the purpose of opposing the relief sought by Penlink and seeking a writ of mandate directing SJSO to provide EFF with the Redacted Information;

WHEREAS, the Parties have agreed to settle the Lawsuit, upon the following terms:

NOW, THEREFORE, in consideration of the mutual covenants and the consideration hereafter contained, the Parties hereby agree as follows:

1. Penlink will produce the information described in Exhibit A hereto as being “unredacted” (the “Unredacted Production”) within three business days of the Parties executing this Settlement Agreement.

2. EFF and Penlink agree to voluntarily dismiss the Lawsuit with prejudice within five business days of the completion of the following items: (1) Penlink serving the Unredacted Production; (2) Penlink paying the total sum of \$15,000 to cover some of the Electronic Frontier Foundation’s (EFF) costs and reasonable attorney’s fees in this action.

3. The Parties agree not to publish or otherwise disclose settlement communications, including emails and proposals, that they exchanged with each other. The final settlement may be disclosed.

4. The Parties agree to hold all deadlines relating to the Lawsuit in abeyance until the voluntary dismissal of this action.

5. Penlink warrants that the descriptions of the Redacted Information in Exhibit A are true and accurate.

6. This Settlement Agreement represents the complete understanding and agreement between the Parties and supersedes all prior agreements, communications, and understandings between them, if any, written or oral, concerning the Records, the Redacted Information, or the Lawsuit. No other promises or agreements shall be binding or shall modify this Settlement Agreement unless signed by the Parties. No waiver of any provision of this Settlement Agreement, or breach thereof, shall be deemed a waiver of any other provision.

7. Each Party hereby represents and warrants to the other Party that:

- a. It has full right, power, and authority to enter into this Settlement Agreement;
- b. The execution of this Settlement Agreement by the individual whose signature is set out at the end of this Settlement Agreement on behalf of such Party and the delivery of this Settlement Agreement by such Party, have been duly authorized by all necessary action on the part of such Party;
- c. This Settlement Agreement has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms;

8. The Parties expressly incorporate by reference and make part of this Settlement Agreement all recitals set forth above. This Settlement Agreement may be executed in duplicate counterparts, each of which shall be treated as an original, but all of which together shall constitute one and the same instrument. The signatures to this Settlement Agreement may be evidenced by facsimile or .pdf copies reflecting the signatures hereto, and any such facsimile or .pdf copy shall be sufficient to evidence the signature as if it were an original signature.

9. This Settlement Agreement shall be construed fairly as to each Party and not in favor of or against either Party, regardless of which Party actually prepared this Settlement Agreement. Each Party waives all applicable rules of construction to the extent that any provision of this Settlement Agreement should or could be construed against its drafter. Each Party further agrees that all provisions of this Settlement Agreement shall be construed as a whole, according to the fair meaning of the language used.

10. All disclosures or payments required under this Settlement Agreement shall be both sent via overnight courier and emailed to the Parties at the addresses noted below, unless notification of a change of address is given in writing (or in the case of payment, an alternative payment method if agreed to in writing):

As to Penlink:

Marc J. Zwillinger
Managing Member
ZwillGen PLLC
1900 M Street NW, Suite 250
Washington, DC 20036
marc@zwillgen.com

As to EFF:

F. Mario Trujillo
Staff Attorney
Electronic Frontier Foundation
815 Eddy Street
San Francisco, CA 94109
mario@eff.org

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the Effective Date.

For Penlink:



Marc J. Zwillinger
July 28, 2025

For EFF:



F. Mario Trujillo

Exhibit A

Page 16 (“Purchase Order”):

- Everything will be unredacted.

Page 17 (“Purchase Order” - continued from previous page):

- Everything will be unredacted.

Page 20 (“Purchase Order”):

- Everything will be unredacted, except “Vendor Contact”: Two words, telephone number, and email address revealing identifying information for the vendor contact. This information will remain redacted.

Page 22 (“Web Intelligence Investigation Platform”):

- Everything will be unredacted

Page 23 (“Price Quotation”):

Everything will be unredacted, except the following:

Top table

- Four words, telephone number, and email address revealing identifying information for the vendor contact will remain redacted.

“Tangles Program Description” Table

- The unit price per 12 months of the subscription will remain redacted

Page 24 (“Optional Annual Subscription(s)”) - *chart with three columns and six rows:*

The section relates to additional services not purchased, procured, or otherwise obtained or used by the San Joaquin County Sheriff’s Office.

Column 1: Row Number. The numbers in this column reflect the row numbers for the table and will be unredacted.

Column 2: “Item”

1. Six word description of services. One word reveals the level of subscription and will remain redacted. The remaining five words will be unredacted.
2. Seven word description of services. One word reveals the level of subscription and will remain redacted. The remaining six words will be unredacted.

3. Eight word description of services; all words will be unredacted.
4. Eight word description of services; all words will be unredacted.
5. Seven word description of services; all words will be unredacted.
6. Five word description of services. One word reveals the quantity of the subscription and will remain redacted. The remaining four words will be unredacted.

Column 3: "Price"

- Six rows of numbers reflecting prices, by row, for each service described in the second column for additional services not procured. The prices will remain redacted.

Sixteen word note (including two numbers) regarding services described in Column 2, Row 1.

- The two numbers reveal the quantities of offered services described. The numbers will remain redacted. The remaining 14 words will be unredacted.