

## **EXHIBIT A**



**KRIS MAYES**  
**ATTORNEY GENERAL**

**Office of the Arizona Attorney General**  
**Criminal Division**

August 5, 2024

Jenna Ellis  
c/o Matthew Brown  
3185 South Price Road  
Chandler, Arizona 85248

Dear Mr. Brown:

We previously had a proffer (“free talk”) with your client Jenna Ellis, on June 17, 2024. As part of the free talk agreement, the Attorney General’s Office had agreed to evaluate in good faith whether cooperation is in the State’s best interest. In doing so, the Attorney General’s Office has determined that cooperation is in its best interest. To prevent any misunderstandings and to document its offer cooperation, the terms of the State’s offer are below. This offer must be signed by all parties.

I have signed the cooperation agreement. If you and Ms. Ellis agree, please sign and return the agreement below.

***I. Cooperation Agreement Terms.***

The State of Arizona and Jenna Ellis agree that the Jenna Ellis will cooperate with the Arizona Attorney General’s Office on the following terms:

1. The State of Arizona will dismiss the currently pending charges against Jenna Ellis in CR2024-006850-015 for conduct included, and in connection with, both Arizona Attorney General Investigation # SIS-2023-0268 and the indictment issued in 93 State Grand Jury 81.



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2. Jenna Ellis shall waive the Fifth Amendment privilege against self-incrimination and shall provide truthful information in any and all interviews given to representatives of the Arizona Attorney General's Office, and shall testify completely and truthfully at any time and any place requested by the Arizona Attorney General's Office, including at any state or federal grand jury proceeding, forfeiture proceeding, bond hearing, pretrial hearing, civil and criminal trial, retrial or post-trial hearing. Jenna Ellis agrees to answer all questions on direct, cross-examination and redirect examination truthfully and completely.
3. All such information and testimony from Jenna Ellis shall be truthful, honest, candid, and complete with no knowing material false statements or omissions. Such information and testimony shall include all criminal activity known to Jenna Ellis.
4. Jenna Ellis shall be available for interviews by attorneys and law enforcement officers from the government upon request and reasonable notice.
5. Upon request, Jenna Ellis shall provide to the Attorney General's Office any materials within Jenna Ellis' custody and control that are related to the subject matter of CR2024-006850, including Arizona Attorney General Investigation # SIS-2023-0268 and the indictment issued in 93 State Grand Jury 81.
6. Jenna Ellis shall neither attempt to protect any person or entity through false information or omissions nor falsely implicate any person or entity.
7. Nothing in this agreement requires the Arizona Attorney General's Office to accept any cooperation or assistance Jenna Ellis may choose to offer. The decision whether and how to use any information and/or cooperation that Jenna Ellis provides is in the exclusive discretion of the Arizona Attorney General's Office.
8. Jenna Ellis affirms that her statements to the Arizona Attorney General's Office on June 17, 2024, were truthful, honest, candid, and complete with no knowing



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material false statements or omissions. Jenna Ellis further agrees that the Recordings from the June 17, 2024 interview are complete and accurate.

9. The Arizona Attorney General's Office will disclose in any criminal case related to CR2024-006850, Arizona Attorney General Investigation # SIS-2023-0268 and 93 State Grand Jury 81 that Jenna Ellis made statements during a free talk on June 17, 2024. Disclosure will include recordings, transcripts, excerpts, and any reports related to the free talk.
10. If the Arizona Attorney General's Office, in its sole discretion, determines that Jenna Ellis violated any term of this agreement, the Arizona Attorney General's Office may withdraw from this agreement and file charges against Jenna Ellis for conduct included, and in connection with, CR2024-006850, Arizona Attorney General Investigation # SIS-2023-0268 and the indictment issued in 93 State Grand Jury 81. Jenna Ellis agrees to waive any timeliness or statute of limitations defenses if the Arizona Attorney General's Office files the charges.
11. As part of this agreement, the State has attached a draft complaint, which includes the same charges and factual basis in the April 23, 2024, Indictment issued in 93 SGJ 81 (Maricopa County CR2024-006850). Jenna Ellis signed a waiver of a preliminary hearing intended only for the draft complaint included with this agreement. The State will not file the draft complaint or waiver of preliminary hearing unless it elects to withdraw from this agreement as outlined in Paragraph 10.
12. Nothing in this agreement limits the type of charges the Arizona Attorney General's Office can file after withdrawing from this agreement.
13. If the Arizona Attorney General's Office elects to withdraw from the agreement and file charges, Jenna Ellis can ask the Court to determine whether Jenna Ellis violated the terms of this agreement and whether the Arizona Attorney General's Office was entitled to withdraw from this agreement. If the Court determines that



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the Arizona Attorney General's Office was not entitled to withdraw from this agreement, the State would dismiss the filed charges.

Sincerely,

A handwritten signature in black ink, appearing to read "Kris Mayes".

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT CONSISTING OF FOUR (4) PAGES WITH 12 NUMBERED PARAGRAPHS. I UNDERSTAND EACH AND EVERY PROVISION OF THIS AGREEMENT AND HAVE DISCUSSED EACH PROVISION THOROUGHLY WITH MY LAWYER. I HAVE VOLUNTARILY SIGNED THIS AGREEMENT WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS PROVISIONS, AND I AGREE TO AND ACCEPT EACH AND EVERY PROVISION OF THIS AGREEMENT.

A handwritten signature in black ink, appearing to read "Jenna Ellis".  
\_\_\_\_\_  
Jenna Ellis

I have reviewed this agreement thoroughly with my client and am satisfied that has signed this agreement voluntarily and with full knowledge and understanding of each and every provision.

A handwritten signature in black ink, appearing to read "Matthew Brown".  
\_\_\_\_\_  
Matthew Brown  
Counsel for Jenna Ellis