

Settlement Agreement  
(Public Records)

This agreement entered into to be effective as of the 5<sup>th</sup> day of August 2015, by and between Steven Andrews ("Andrews") and the Department of Environmental Protection ("DEP"), the Department of State ("State"), Executive Office of the Governor ("EOG") and Office of the Attorney General ("OAG"), hereinafter collectively referred to as "Executive Branch Offices," is intended to provide for the settlement of the current disputes between the Parties. T. e.

WITNESSETH:

THAT WHEREAS, Andrews and the Executive Branch Offices have been engaged in a series of legal proceedings concerning access to and production of certain public records from the Executive Branch Offices; and

WHEREAS, the legal disputes consist of cases against the Executive Branch Offices and Andrews that are pending and remain unresolved, and

WHEREAS, the Parties find it in their respective best interests to settle the pending and unresolved disputes and have reached an understanding on the terms and conditions that will result in an amicable resolution of the differences between Andrews and the Executive Branch Offices.

NOW THEREFORE, in consideration of the mutual covenants, conditions and considerations herein below described, the Parties do hereby covenant and agree as follows:

1. The Executive Branch Offices upon processing by the Department of Financial Services shall forward to Andrews the following amounts:
  - (a) State \$ 60,000.00;
  - (b) DEP \$445,000.00;
  - (c) OAG \$ 75,000.00; and
  - (d) EOG \$120,000.00.
2. The Executive Branch Offices have previously produced records that the Executive Branch Offices believe comply with the requests made by Andrews.
3. Andrews does hereby acknowledge that all public records requested or demanded by Andrews in the course of the pending disputes, either in specific conjunction with said litigation or by separate public records requests, have been produced in good faith and provided in full to his satisfaction, and

Andrews makes no further claims against the Executive Branch Offices or the individual defendants for such records, including and with specific regard to non-party employees presently or previously affiliated with, or agencies of, the Executive Branch Offices.

4. Upon the payment of the sums provided for in paragraph 1 hereof, Andrews and Executive Branch Offices agree to dismiss all pending litigation identified on Exhibit A attached hereto with prejudice and Andrews shall, and does hereby agree to, permanently abandon and forego any and all rights to access any records or information authorized by an order of a court entered prior to the date of this agreement and withdraw all third party discovery subpoenas.
5. Upon implementation of the provisions hereof, the Parties agree to, and do hereby, provide a mutual general release to each of the other parties with regard to all matters that have been, or could be made based upon the dispute over the public records requests up to and including the date of the settlement of the dispute herein described.
6. The implementation of this Agreement and the execution of documents relating thereto shall occur at 10:00 a.m. on August 14, 2015, at the offices of Judkins, Simpson & Schulte or such other time and location as the Parties may agree.
7. Except as otherwise provided herein, each of the Parties shall bear their own costs and expenses, including attorney's fees, that are incident to the disputes identified on Exhibit A and the settlement and dismissals thereof.

DONE AND EXECUTED to be effective the day and year first written above.

*Signatures on next page*

Timothy M. Cerio, Esq., General Counsel  
Executive Office of the Governor

Chesterfield Smith, Jr., Esq., Associate  
Deputy Attorney General

Craig D. Varn, Esq., General Counsel  
Department of Environmental Protection

Adam Tanenbaum, Esq., General Counsel  
Department of State

Peter M. Dunbar, Esq. on behalf of Sarah Hansford,  
Brad Piepenbrink and Chris Finkbeiner

Michael Glazer, Esq. on behalf of Carly Hermanson

Steven R. Andrews, Esq.

*Peter M. Dunbar*

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Peter M. Dunbar, Esq. on behalf of Rick Scott

## Exhibit A

1. *Andrews v. Board of Trustees and DEP*, No. 2012 CA 859 (Fla. 2d Cir. Ct.)
2. *Andrews v. DEP*, No. 2013 CA 427 (Fla. 2d Cir. Ct.)
3. *Andrews v. OAG*, No. 2013 CA 3279 (Fla. 2d Cir. Ct.)
4. *Andrews v. EOG*, No. 2013 CA 3280 (Fla. 2d Cir. Ct.)
5. *Andrews v. DOS*, No. 2013 CA 3281 (Fla. 2d Cir. Ct.)
6. *Andrews v. Finkbeiner, Hansford, Hermanson, O'Rourke, and Slager*, No. 2015 CA 000281 (Fla. 2d Cir. Ct.)
7. *Hansford, Piepenbrink, and Governor Rick Scott v. Andrews*, No. 114CV271495 (Cal. Super. Ct.)