

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of the Effective Date (defined below) by and between Matthew Weidner; The Associated Press; Citizens for Sunshine, Inc.; Florida Society of Newspaper Editors, Inc.; Florida Center for Investigative Reporting; Gannett Co., Inc.; Gatehouse Media; Miami Herald Media Company; Morris Communications Corporation; Orlando Sentinel Communications, LLC; Palm Beach Newspapers, LLC; Scripps Media, Inc.; Sun-Sentinel Company, LLC; Times Publishing Company (collectively, the “Plaintiffs”); and Rick Scott, as Governor; the Florida Cabinet; Pam Bondi, as Attorney General and member of the Florida Cabinet; Jeff Atwater, as Chief Financial Officer and member of the Florida Cabinet; and Adam Putnam, as Commissioner of Agriculture and member of the Florida Cabinet (collectively, the “Governor and Cabinet”) (the Plaintiffs and the Governor and Cabinet are collectively referred to as the “Parties”).

Recitals

- A. The “Effective Date” of this Settlement Agreement shall be the date on which the Settlement Agreement is executed by all of the Parties, in whole or in counterparts.
- B. On February 3, 2015, the Plaintiffs initiated litigation against the Governor and Cabinet in the Second Judicial Circuit in and for Leon County, Florida, in a case styled *Weidner et al. v. Scott et al.*, Case No. 2015-CA-283 (the “Litigation”).
- C. On April 17, 2015, the Governor and Cabinet filed a Motion to Dismiss.
- D. Attorneys representing each of the Parties have subsequently engaged in mediation in a good-faith attempt to resolve the Parties’ differences without the time and cost of continued litigation.

E. All Parties believe they have meritorious arguments and law supporting their respective positions. All Parties also recognize the time and cost of continued litigation. To avoid further prolonged litigation, the Parties desire to resolve all disputes between them relating to the Litigation, and all claims and issues that have been asserted or could have been asserted by the Parties. To accomplish a full and final resolution of all such claims and issues, or potential claims and issues, the Parties now enter this Settlement Agreement.

F. By their execution of this Settlement Agreement, each of the Parties affirms, warrants, and represents the following with respect to all claims and issues settled under this Settlement Agreement:

a. They have not previously sold, assigned, or transferred to any other person or legal entity their rights or interests with respect to the claims or issues;

b. Each Party is the respective owner of, and real party in interest as to, all claims and issues that have been, or could have been, asserted by them in the Litigation.

c. Each Party has had adequate representation, advice of counsel and access to sufficient information (from their own investigation or provided through the opposing party) so as to allow each Party to assess the exchange of value and proper consideration contemplated by this Settlement Agreement for themselves, and enters into this Settlement Agreement based on that assessment.

d. Each Party has full, complete, and exclusive authority to enter into this Settlement Agreement

Agreement

In consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

1. In settlement of the Litigation, the Governor and Cabinet shall adopt the following directives applicable to the employees of their respective offices:

- a. All senior staff and cabinet aides shall participate in mandatory Sunshine Law training within two weeks of hire, and principals, senior staff, and cabinet aides shall be trained at least once annually in addition to the initial training.
- b. Any communication regarding placing an item on a Cabinet meeting agenda must be either in writing to the Governor or raised at an open meeting of the Governor and Cabinet; and
- c. All meetings of the Cabinet Aides shall be recorded, broadcast, and posted on the Internet.

2. The following instruction shall be included as part of all mandatory Sunshine Law training conducted under paragraph 1:

The Sunshine Law applies to meetings of elected or appointed boards like the Governor and Cabinet; it does not ordinarily apply to discussions between board staff. Therefore, the Cabinet Aides are not subject to the Sunshine Law unless they are being used as a liaison to communicate information on Cabinet matters from one member of the board to another or they have been delegated decision-making functions on behalf of the board as opposed to mere information-gathering or fact finding.

3. In settlement of the Litigation, and consistent with the Cabinet Governance Guidelines adopted on March 10, 2015, the Governor and Cabinet shall adopt the following policies:

Prior to any vote by the Governor and/or the Cabinet on an appointment, there must be a public, Sunshine-compliant interview of any candidate to be voted on. This interview could be conducted by the Governor and Cabinet themselves at an open meeting or the Governor and Cabinet could

delegate this responsibility to a committee. In the case of a Governor-appointed candidate, the required public interview would be of the Governor's appointee. In the case of appointments made by the Governor and Cabinet collectively, multiple candidates could be publicly interviewed. Principals would be free to conduct independent interviews in addition to the public interview contemplated here.

4. In settlement of the Litigation, and within 10 days after the Governor and Cabinet are provided a fully-executed copy of this Settlement Agreement (in whole or in counterparts), Andrea Flynn Mogensen, P.A., will receive the sum of \$55,000.00 in full satisfaction of all attorney's fees and costs claimed. The Governor and Cabinet further agree to assume all costs of the mediator and mediation retained in the Litigation. There shall be no further payment of any sum, and there shall be no payment for any damage or claim of damage.
5. The Parties acknowledge that the office of FDLE Executive Director became vacant by operation of law at the conclusion of the 2015 legislative session; an interim appointment has been made consistent with the Cabinet Governance Guidelines referenced in paragraph 3, and the search for a non-interim FDLE Executive Director is being conducted consistent with the Cabinet Governance Guidelines referenced in paragraph 3.
6. In settlement of the Litigation, the Governor and Cabinet shall agree to adopt the following policy:

The Governor, Cabinet members, and identified senior staff shall promptly forward to a state government email account all public records sent or received on any private account.
7. In settlement of the Litigation, the Parties agree to entry of a stipulated order approving this Settlement Agreement and further providing that the Court retains jurisdiction to enforce this Settlement Agreement.

8. Upon entry of the stipulated order referenced in paragraph 7, the Plaintiffs agree to file the proper documents to dismiss, with prejudice, the Litigation.
9. The Parties agree that the Court's dismissal with prejudice shall represent a full and final adjudication on the merits with full *res judicata* effect as to all claims brought and issues raised, or claims that could have been brought and issues that could have been raised, on matters related to the Litigation. This Settlement Agreement shall be binding on all Parties and all individuals in privity with the Parties. Execution of this Settlement Agreement on behalf of the Plaintiffs shall constitute a waiver and general release of all claims or issues related to the Litigation that were raised, or could have been raised, in this matter. It is the intent of the Parties to bring any and all claims, issues, and litigation related to the Litigation to a conclusion through this Settlement Agreement. By this Settlement Agreement all Parties, their affiliates, agents, assigns, employees, representatives, managers, principals, and officers hereby agree not to assert any claim or issue, or bring any action concerning any claims or issues, that were or could have been raised in the Litigation. As to any such claims, issues or actions that may hereafter be brought, this Settlement Agreement shall be a complete and conclusive defense.
10. Notwithstanding any language to the contrary, express or implied, no provision in this Settlement Agreement shall be construed to prohibit or limit any attorney who represented a Party in the Litigation from undertaking any particular representation or litigation in the future. This Settlement Agreement is not intended to bind the attorneys for the Parties in any way.
11. Neither the fact of settlement negotiations, the consideration recited in this

Settlement Agreement, nor this Settlement Agreement itself, shall be considered an admission, or constitute evidence of any legal position, liability, or any validity or invalidity of, any claim, issue, argument or demand, or the amount of any claim, issue, or demand by the respective Parties.

12. The Parties shall each bear their own costs and attorneys' fees with respect to the Litigation and matters recited herein, including the negotiation of this Settlement Agreement, other than that specific sum referenced herein in Paragraph 4. This Settlement Agreement does not address any claim for costs or attorney's fees that may be asserted in an action to enforce its terms, including the availability of such a claim.
13. This Settlement Agreement is the product of negotiations between the Parties and, for purposes of construction of the Settlement Agreement, no Party shall be deemed its drafter.
14. If any clause, phrase, provision or portion of this Settlement Agreement or the application thereof to any Party or circumstance is found to be invalid or unenforceable under applicable law, that finding shall not affect, impair or render invalid or unenforceable the remainder of this Settlement Agreement or any other clause, phrase, provision or portion thereof to any other persons or circumstances.
15. This Settlement Agreement and exhibits shall be construed under the laws of the State of Florida, without regard to its choice of law principles.
16. The Parties agree that the Second Judicial Circuit in and for Leon County, Florida, will retain jurisdiction to enforce the terms of this Settlement Agreement.
17. The undersigned have read this Settlement Agreement and understand its import,

tenor and effect, which contains and sets forth the entire Settlement Agreement. The undersigned agree that there is no part of the Settlement Agreement that is not fully, completely and accurately set forth herein. All prior negotiations and discussions between the Parties regarding the matters recited herein are superseded and are merged into, and are fully integrated with, this Settlement Agreement.

18. All modifications to this Settlement Agreement must be confirmed in writing and signed by all Parties.
19. All of the Recitals stated in this Settlement Agreement are true and correct and are incorporated into this Settlement Agreement as material terms.
20. This Settlement Agreement may be signed in counterparts and shall become effective when signed by all Parties.

HON. RICK SCOTT
Governor

HON. PAMELA JO BONDI
Attorney General

HON. JEFF ATWATER
Chief Financial Officer

HON. ADAM PUTNAM
Commissioner of Agriculture

For: The Florida Cabinet

Name: _____

Title: _____

MATTHEW WEIDNER

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by Matthew Weidner, who is (personally known to me) (or has produced
_____ as identification).

[SEAL]

Notary Public
Printed Name: _____

For: THE ASSOCIATED PRESS

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by _____, on behalf of The Associated Press, who is (personally known to
me) (or has produced _____ as identification).

[SEAL]

Notary Public
Printed Name: _____

For: CITIZENS FOR SUNSHINE, INC.

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by _____, on behalf of Citizens for Sunshine, Inc., who is (personally
known to me) (or has produced _____ as identification).

[SEAL]

Notary Public
Printed Name: _____

For: FLORIDA SOCIETY OF NEWSPAPER EDITORS, INC.

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by _____, on behalf of Florida Society of Newspaper Editors, Inc., who is
(personally known to me) (or has produced _____ as identification).

[SEAL]

Notary Public
Printed Name: _____

For: FLORIDA CENTER FOR INVESTIGATIVE REPORTING

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by _____, on behalf of Florida Center for Investigative Reporting, who is
(personally known to me) (or has produced _____ as identification).

[SEAL]

Notary Public
Printed Name: _____

For: GANNETT CO., INC.

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by _____, on behalf of Gannett Co., Inc., who is (personally known to me)
(or has produced _____ as identification).

[SEAL]

Notary Public
Printed Name: _____

For: GATEHOUSE MEDIA

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by _____, on behalf of Gatehouse Media, who is (personally known to me)
(or has produced _____ as identification).

[SEAL]

Notary Public
Printed Name: _____

For: MIAMI HERALD MEDIA COMPANY

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by _____, on behalf of Miami Herald Media Company, who is (personally
known to me) (or has produced _____ as identification).

[SEAL]

Notary Public
Printed Name: _____

For: MORRIS COMMUNICATIONS CORPORATION

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by _____, on behalf of Morris Communications Corporation, who is
(personally known to me) (or has produced _____ as identification).

[SEAL]

Notary Public
Printed Name: _____

For: ORLANDO SENTINEL COMMUNICATIONS, LLC

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by _____, on behalf of Orlando Sentinel Communications, LLC, who is
(personally known to me) (or has produced _____ as identification).

[SEAL]

Notary Public
Printed Name: _____

For: PALM BEACH NEWSPAPERS, LLC

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by _____, on behalf of Palm Beach Newspapers, LLC, who is (personally
known to me) (or has produced _____ as identification).

[SEAL]

Notary Public
Printed Name: _____

For: SCRIPPS MEDIA, INC.

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by _____, on behalf of Scripps Media, Inc., who is (personally known to
me) (or has produced _____ as identification).

[SEAL]

Notary Public
Printed Name: _____

For: SUN-SENTINEL COMPANY, LLC

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by _____, on behalf of Sun-Sentinel Company, LLC, who is (personally
known to me) (or has produced _____ as identification).

[SEAL]

Notary Public
Printed Name: _____

For: TIMES PUBLISHING COMPANY

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by _____, on behalf of Times Publishing Company, who is (personally
known to me) (or has produced _____ as identification).

[SEAL]

Notary Public
Printed Name: _____