

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION

COURTHOUSE NEWS SERVICE,

Plaintiff,

v.

CASE NO. 4:22-cv-00106-MW-MAF

BRENDA D. FORMAN, in her official
capacity as the Broward County Clerk
of Courts; the FLORIDA COURTS E-FILING
AUTHORITY; and KAREN E. RUSHING,
in her official capacity as chair of the
Florida Courts E-Filing Authority

Defendants.

_____ /

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is made by and between Plaintiff, COURTHOUSE NEWS SERVICE ("CNS" or "Plaintiff"), and Defendant, KAREN E. RUSHING ("Chair Rushing") (collectively, the "Parties"), to settle all claims asserted by Plaintiff against Chair Rushing in this action.

WHEREAS, there currently exists a dispute between Plaintiff CNS and Chair Rushing which includes, but is not limited to, the facts and circumstances related to or arising out of a case styled CNS v. Brenda D. Forman and Karen E. Rushing, 4:22-cv-00106-MW-MAF (U.S. District Court for the Northern District of Florida), or otherwise related to or arising out of public access to non-confidential circuit civil filings; and

WHEREAS, the Court issued a Preliminary Injunction directing defendants to submit to the Court a Joint Plan regarding compliance with the Preliminary Injunction and, following receipt of the Defendants' Joint Plan, issued an Order Granting Injunctive Relief; and

WHEREAS, Chair Rushing denies any wrongdoing or unlawful acts on the part of the Authority, its officials, Board of Directors, agents, employees, or others for whom Chair Rushing could be held liable; and

WHEREAS, Chair Rushing has contested the claims, and would continue to contest the claims, and in good faith believes there is a valid foundation for the defense of such claims; and

WHEREAS, CNS and Chair Rushing have determined that their respective interests would best be served by completely resolving, compromising, and settling the existing or possible disputes, disagreements, and controversies between them without additional delay, litigation, or litigation of any federal, state, or other cause yet unfiled; and

WHEREAS, CNS and Chair Rushing are satisfied that the terms and conditions of this Agreement set forth below are fair, reasonable, and adequate, and in consideration of the mutual promises and covenants exchanged, and other good and valuable consideration as set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound; and

WHEREAS, pursuant to the Agreement set forth below, all preliminary injunctions previously entered in the case will have no further force and effect and the case will be dismissed with prejudice.

The parties hereby acknowledge and agree to the following:

I. RECITALS

1. Plaintiff alleged a First Amendment violation and a violation of 42 U.S.C. § 1983 against all named Defendants.

2. In accordance with the material terms of a settlement agreement negotiated at mediation and executed by the Parties on August 15, 2022, the Parties have agreed to finally settle and resolve all claims asserted in this case pursuant to the terms below.

II. SETTLEMENT

3. In consideration for the time and expense incurred by counsel for CNS, the Florida Courts E-Filing Authority (the "Authority") will implement a statewide public access system ("Public Access System") in the E-Filing Portal for non-confidential circuit civil complaints to be publicly accessible upon receipt, but in no circumstances to exceed five minutes, in full compromise, settlement and satisfaction of all claims by Plaintiff against Chair Rushing. Such system will be filtered by county and in reverse chronological order. Such complaints will be available in the Public Access System for a period of five (5) calendar days. The modifications to the Portal which were previously submitted as part of the Joint Plan will remain in effect.

4. Except for the obligations undertaken and agreed to by Chair Rushing in this Agreement, CNS, for itself and any subsidiaries and affiliates (collectively "Plaintiff") in exchange for the consideration described above, voluntarily and with the advice of counsel, agrees to release, acquit, and forever discharge Defendant, KAREN E. RUSHING, in her official capacity as chair of the Authority, the Florida Courts E-Filing Authority, including the past, present, and future Boards of Directors of the Authority, subsidiaries and affiliates (collectively "Defendant"), from any and all claims asserted in the Complaint, including any claims for attorneys' fees, which Plaintiff may assert against Defendant, arising up to the effective date of this Agreement.

5. Chair Rushing and the Authority agree to use due diligence in designing and implementing the Public Access System and will not unreasonably delay the

implementation, not to exceed six months from the date of dismissal of the Complaint with prejudice.

6. This Agreement is contingent on the approval of the Board of Directors of the Florida Courts E-Filing Authority, which will consider approval of the Agreement at its August 26, 2022 meeting.

III. DISMISSAL OF COMPLAINT AND COVENANT NOT TO SUE

7. CNS agrees to dismiss with prejudice and to instruct its attorneys to dismiss with prejudice, the Complaint and for these purposes shall instruct her attorneys to execute, along with Defendant and Defendant's attorneys, a Joint Motion for Dismissal with Prejudice of All Claims in the Complaint raised against Chair Rushing, and shall seek, obtain, and be bound by a dismissal with prejudice of the Complaint, and shall execute any and all documents and take any and all actions necessary for accomplishing such dismissal with prejudice of the Complaint. The Joint Motion for Dismissal will request that the Court incorporate language stating that all previously entered preliminary injunctions in the case are without further force and effect by virtue of this dismissal.

8. Chair Rushing agrees to dismiss with prejudice and instruct her attorneys to execute, a Dismissal with Prejudice of All Claims raised in the appeal in the Eleventh Circuit Court of Appeal, Appeal No.: 22-12288-E, appeal from Case No.: 4:22-cv-106-MW/MAF in the District Court for the Northern District of Florida, and shall execute any and all documents and take any and all actions necessary for accomplishing such dismissal with prejudice of the appeal.

IV. NO ADMISSION

9. This Agreement represents a compromise of disputed claims, and this Agreement shall not be construed as an admission by the Defendant of any liability or wrongdoing. Defendant denies Plaintiff's claims and all charges of wrongdoing or liability under the First Amendment and 42 U.S.C. § 1983 and all other federal,

state, and local laws. Nonetheless, further litigation with respect to Plaintiff would be protracted, expensive, and contrary to Defendant's best interests. This Agreement shall not be deemed to be a concession or admission by Defendant of any violation of federal, state, or local law, statute, regulation, rule or executive order or any obligation or duty at law or in equity.

V. NO ASSIGNMENT

10. CNS represents that it has not assigned, transferred, or purported to assign or transfer, to any person or entity, any claim against any Defendant or any portion thereof or interest therein.

11. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.

VI. GOVERNING LAW AND INTERPRETATION

12. The Parties agree that this Agreement and the rights and obligations hereunder shall be governed by, and construed in accordance with, the laws of the United States of America and, where applicable, the State of Florida. The Parties agree that any dispute arising out of this Agreement shall be adjudicated solely and exclusively in the United States District Court for the Northern District of Florida, Tallahassee Division. The Parties expressly waive any objection to jurisdiction and venue herein, except lack of subject-matter jurisdiction.

VII. SEVERABILITY, ENTIRE AGREEMENT, AMENDMENT, COUNTERPARTS

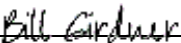
13. The Parties agree that, if any terms of this Agreement are found null, void, or inoperative, for any reason, the remaining provisions will remain in full force and effect.

14. The Parties agree that this Agreement contains and comprises the entire agreement and understanding of the Parties and that there are no additional promises or terms of the Agreement among the Parties with respect to the Claims.

15. The Parties agree that this Agreement shall not be modified except by a writing signed by each of the Parties hereto.

16. The Parties hereby acknowledge that this Agreement may be executed in counterpart originals with like effect as if executed in a single document. This Agreement is effective when all Parties have executed the Agreement and provided executed copies to all Parties hereto.

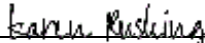
SIGNATURE PAGE TO RELEASE AND SETTLEMENT AGREEMENT

DocuSigned by:


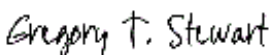
WILLIAM GIRDNER
Plaintiff
Date: 8/15/2022

DocuSigned by:


CAROL LOCICERO
Attorney for Plaintiff
Date: 8/15/2022

DocuSigned by:


KAREN E. RUSHING
Defendant
Date: 8/15/2022

DocuSigned by:


GREGORY T. STEWART
Attorney for Karen E. Rushing
Date: 8/15/2022