

# EXHIBIT D

**IN THE CIRCUIT COURT OF THE  
SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY**

CASE NO.: CACE19025141  
DIV.: Hon. Nicholas Lopane (CA22)

HUMAN RIGHTS DEFENSE CENTER,

Plaintiff,  
vs.

CENTURION OF FLORIDA, LLC, *et al.*

Defendant.

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**SETTLEMENT AGREEMENT**

CENTURION OF FLORIDA, LLC (“CENTURION”), MHM HEALTH PROFESSIONALS, LLC (“MHM”), and the HUMAN RIGHTS DEFENSE CENTER (“HRDC”), (collectively the “Parties”), hereby enter into this Settlement Agreement (“Agreement”) as to attorneys’ fees and costs regarding the above-captioned Complaint and Petition for Writ of Mandamus.

**WITNESSETH**

WHEREAS, on or about December 6, 2019, HRDC filed in the Seventeenth Judicial Circuit, Broward County, Florida, Case No: CACE19025141, a Complaint and Petition for Writ of Mandamus, seeking certain public records.

WHEREAS, Defendants deny the allegation that they are subject to Florida’s Public Record Act (PRA); Title X, Chapter 119 Florida Statutes; or that their roles and functions otherwise impute public agency responsibilities related to public record production; or that the records which are the subject of this lawsuit are public records within the meaning of the PRA.

WHEREAS, to avoid ongoing litigation, Defendants nonetheless subsequently produced the records at issue in this case.

WHEREAS, CENTURION, MHM and HRDC have reached an amicable resolution of this matter regarding the amount of attorney’s fees and costs.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

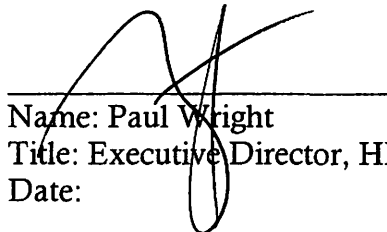
1. SETTLEMENT.

- a. CENTURION agrees to pay, and HRDC agrees to accept, payment in the amount of \$20,000.00 in full and complete satisfaction of the attorney's fees and costs incurred by HRDC in this matter.
- b. As a result of this payment, HRDC hereby releases CENTURION and MHM from all claims for attorney's fees and costs incurred for the public records request that was made on December 6, 2019 and pursuant to the public records case filed in the Seventeenth Judicial Circuit, Broward County, Florida, Case No: CACE19025141.
- c. CENTURION and MHM agree to remit the settlement check in the amount of \$20,000.00 to "SPN Law, LLC Trust Account" within twenty (20) days of this Agreement being fully executed by the Parties
- d. Within five days of receipt of the settlement check by HRDC, the Parties agree to file a Notice of Voluntary Dismissal with Prejudice, thereby releasing any and all substantive claims related to those allegations.

2. REPRESENTATIONS. By executing and fulfilling the terms of this Agreement, HRDC acknowledges that it has received reasonable and valuable consideration from Defendants, in full satisfaction of any obligations owed it, and HRDC agrees to fully, finally and forever release and discharge CENTURION, MHM, and its officers, agents, and employees, from any action arising out of or in any way related to this Agreement or the underlying allegations giving rise to a claim for attorneys' fees and costs.
3. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and in the event a court finds any particular provision invalid, this Agreement shall be construed in all respects as if such invalid provision was not a part of this Agreement.
4. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes any and all previous verbal or written understanding or agreement.
5. CONSTRUCTION. This Agreement shall be construed and enforced under the laws of the State of Florida, and the Parties consent to Broward County, Florida, as the proper venue for any actions that may be brought under this Agreement. Further, this Agreement or any uncertainty or ambiguity herein shall not be construed against any Party, but shall be construed as if all Parties to this Agreement jointly prepared this Agreement.

6. MODIFICATIONS. This Agreement shall not be modified or amended except by written instrument executed by the Parties.
7. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. In addition, a faxed or emailed signed copy of this Agreement shall be effective as an original. The Agreement shall be effective upon execution by all the Parties.
8. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the respective Parties and their heirs, executors, successors, and assigns, upon execution by the Parties.
9. WAIVER. No failure of any Party to exercise any rights given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of such Party's right to demand exact compliance with the terms hereof. No waiver shall be deemed to occur unless reduced to writing and specifically acknowledging that it is a waiver.
10. FURTHER COOPERATION. Each of the Parties agrees to execute any additional documentation or instruments as are necessary to carry out the intent and purpose of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date(s) indicated below.

  
Name: Paul Wright  
Title: Executive Director, HRDC  
Date: