



NICOLE "NIKKI" FRIED  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Bureau of Finance and Accounting

SEP 02 2021

REVENUE TRANSFER FORM

This form is used for the purpose of transmitting revenues collected by an authorized FDACS employee to the person or area responsible for deposit. Please ensure that the appropriate, legible signature is obtained from the person receiving the funds to document the transfer of responsibility.

Section 1: To be completed by person receiving the funds

Date funds collected: September 1st, 2021

Name of remitter: Webster, Chamberlain & Bean, LLP (Defending the Republic, Inc.-B30537; DOCS#2106-21488)

Amount of funds received: \$10,000.00 check # 6491

Type of Remittance: Cash  Check  Money Order

(Print) Name of FDACS employee collecting funds: Terryann A. Reid

Signature of FDACS employee collecting funds: *Terryann A. Reid*

Complete second page for multiple remitters

Deposit Information:

Organization Code 42-10-07-25-000

Expansion Option A2

Object Code 012052

If any questions, Contact Person Genevieve Hall, Senior Attorney

Phone Number of Contact Person (850) 245-1000

DIVISION

Section 2: To be completed by the Revenue Processing Section

Date funds received: 9-1-21

(Print) Name of person accepting responsibility: Eli Poche

Signature of person accepting responsibility: *Eli Poche*

Amount of revenue received: \$10,000.00

BUREAU OF F&A

FL Dept. of Agriculture & Consumer Services

6491

8/24/21 CMW - DTR

08/24/2021

\$10,000.00

8/24/21 - (CMW) Defending the Republic for settled Florida Filing Fee matter - Case No. 2106-21488

6491

**WEBSTER, CHAMBERLAIN & BEAN, LLP**

1747 PENNSYLVANIA AVE., NW, SUITE 1000  
WASHINGTON, DC 20006  
PH. 202-785-9500



CITIBANK, N.A.  
15-7011/2540

Ten thousand and NO/100

DATE

08/24/2021

AMOUNT

\$10,000.00

PAY TO THE ORDER OF  
FL Dept. of Agriculture & Consumer Services

VOID AFTER SIX MONTHS FROM DATE OF ISSUE  
TWO SIGNATURES REQUIRED ON AMOUNTS OVER \$1000.00

*[Handwritten Signature]*  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

Security Features Details on back



LAW OFFICES  
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DAVID S. LIEBERMAN

GEORGE D. WEBSTER (1921-1996)  
CHARLES E. CHAMBERLAIN (1917-2002)  
GEORGE M. BEAN (1928-2010)  
GEORGE M. BEAN (1928-2010)  
CHARLES E. CHAMBERLAIN (1917-2002)  
KENT MASTERSON BROWN  
DAVID GUNSON  
KENT MASTERSON BROWN  
NOT ADMITTED TO BAR

**MEMORANDUM**

**To:** Genevieve Hall  
Senior Attorney  
Office of General Counsel  
Florida Department of Agriculture and Consumer Services

**From:** Charles M. Watkins

**Date:** August 24, 2021

**Re:** Department of Agriculture and Consumer Services v. Defending the Republic, Inc., Case No. 2106-21488

Genevieve,

I've enclosed our check for \$10,000.00, in payment of the administrative fine agreed to in our settlement. Please e-mail me confirmation when you receive the FedEx envelope (should be not later than Friday).

DTR's accountant is working on the financial statements, and we expect to timely send them to you.

Thank you for your consideration in resolving this matter. Please contact me if you have any questions.



**STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES,

Case No.: 2106-21488

Agency Clerk No.: B30537

Petitioner,

v.

DEFENDING THE REPUBLIC, INC., a  
Texas Corporation.

Respondent.

**SETTLEMENT AGREEMENT**

IT IS HEREBY AGREED by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (hereinafter referred to as the "Department") and DEFENDING THE REPUBLIC, INC., (hereinafter referred to as "Respondent") as follows:

1. The Department has jurisdiction over the parties and the subject matter.
2. By execution of this Settlement Agreement the Department and Respondent intend to, and do so, resolve all issues related to this Administrative Case No. 2106-21488/ Agency Clerk No. B30537. The Respondent waives any and all rights, including any provided under Chapter 120, Florida Statutes, to appeal or request a hearing with respect to the Administrative Complaint No. 2016-21488/Agency Clerk No. B30537 and this Settlement Agreement.
3. Respondent agrees to pay the Department a stipulated administrative fine in the amount of Ten Thousand Dollars (\$10,000) within 30 days of the signing of this agreement.

The payment shall be made payable by cashier's check or money order to the Florida Department of Agriculture and Consumer Services and delivered to Genevieve Hall, Esq., Office of General Counsel, Mayo Building, 407 South Calhoun Street, Suite 520, Tallahassee, Florida 32399-0800.

4. Respondent shall submit an audited Financial Statement no later than 90-days from the signing this agreement. The audited Financial Statement shall be for the time period between December 1, 2020 through July 31, 2021 and must include the following:

- a. A balance sheet.
- b. A statement of support, revenue and expenses, and any change in the fund balance.
- c. The names and addresses of the charitable organizations or sponsors, professional fundraising consultant, professional solicitors, and commercial co-venturers used, if any, and the amounts received therefrom, if any.
- d. A statement of functional expenses that must include, but is not limited to, expenses in the following categories:
  - i. Program service costs.
  - ii. Management and general costs.
  - iii. Fundraising costs.
- e. The audited financial statement must include an attestation that the audited financial statement was audited by an independent certified public accountant.

5. Respondent shall submit proof that since May 21, 2021 and up until the

Respondent's registration date, it has not solicited from a person residing in the State of Florida. This documentation shall be provided within 30 days of the signing of this agreement.

6. Any breach by the Respondent of the provisions in paragraphs 3, 4, and 5 of this agreement shall permit the Department to pursue any and all legal and equitable remedies. In the event of breach, Respondent shall forfeit any amounts paid to the Department pursuant to this agreement. In addition, the Respondent's registration shall not continue in effect and shall expire without further action of the Department.

7. The Respondent shall comply with all of the provisions of Chapter 496, Florida Statutes and the Department's rules promulgated thereunder. Any future failure of Respondent to abide by the Department's rules and the provisions of Chapter 496, Florida Statutes, shall result in further action by the Department against Respondent as provided by law.

8. The undersigned represents and warrants that he has the sole right and exclusive authority to execute this Settlement Agreement on behalf of the Respondent. In addition, the undersigned represents and warrants that no other persons possess or has possessed any interest in the claims, demands, obligations, or causes of action referred to in this agreement, except as otherwise set forth in this agreement. Further, the undersigned represents and warrants that Respondent has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or cause of action referred to in this agreement.

9. The Respondent and Department represent that each has read the agreement and understands the content and effect of this Settlement Agreement. Each party hereto

voluntarily executed this Settlement Agreement and did not do so under duress, threat, or coercion of any kind, and this agreement shall be binding upon and inure to the benefit of the Department's and Respondent's personal representatives, heirs, successors, and assignees.

10. The validity of this Settlement Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the law of the State of Florida without regard to the conflicts of law rules. If litigation is initiated with regard to this Settlement Agreement, the parties agree that venue and jurisdiction of any litigation between them shall be vested in a court of competent jurisdiction sitting in Leon County, Florida. Respondent agrees to acceptance of service of process outside the State of Florida in any matter to be submitted to any court pursuant to this Settlement Agreement.

11. No modification, amendment, supplement to or waiver of this Settlement Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties. A failure or delay of either party to this Settlement Agreement to enforce at any time any of the provisions of this Settlement Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provision of this Settlement Agreement.

12. In exchange for the considerations contained herein, Respondent hereby releases and forever discharges the Department, and its employees, of and from any and all claims, demands, rights, damages, penalties, fines, losses, claims for attorneys' fees, costs and expenses, and causes of action whatsoever, in law or in equity, which Respondent ever had, or now has, arising out of or in any way relating to Administrative Case No. 2106-21488/

Agency Clerk No. B30537, this settlement or the underlying facts and circumstances relating to this matter, including any records requests made in connection with this action.

13. In the event any one or more of the provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Settlement Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision. This Settlement Agreement, together with all attachments and exhibits, if any, constitutes the entire Settlement Agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.

14. This Settlement Agreement and any acts or matters giving rise to it do not affect any administrative proceeding involving any other agency, nor do they affect any other civil or criminal liability of the Respondent for the acts which were the basis of this matter.

15. Each party shall bear its own attorney's fees and costs.

16. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be an original, but only all such counterparts together shall constitute this Agreement. This Agreement and its counterparts may also be signed or transmitted electronically, and such electronic signatures or transmission of this Agreement shall constitute an original signed Agreement.



17. WHEREFORE, the parties hereto have entered into this Settlement Agreement  
this 13<sup>th</sup> day of August, 2021.

APPROVED BY:

Chip Watkins  
Chip Watkins, Attorney  
Agent for  
Defending the Republic, Inc.

Rick Kimsey  
Rick Kimsey, Director  
Division of Consumer Services  
Florida Department of Agriculture and  
Consumer Services

Filed this 16<sup>th</sup> day of August, 2021.

[Signature]  
Agency Clerk