

**STATE OF FLORIDA
FISH AND WILDLIFE CONSERVATION COMMISSION**

SETTLEMENT AGREEMENT

This is an agreement between the State of Florida, Fish and Wildlife Conservation Commission, Division of Law Enforcement (hereinafter, the "Commission" or "FWC"), and Robert Mullen (hereinafter, "Mr. Mullen") (collectively referred to herein as "the parties"), regarding the Commission's denial of renewal of a License to Possess Class I and/or Class II Wildlife for Exhibition and Sale, ("ESA"). License denial is pursuant to Rule 68-1.010(1)(a), Florida Administrative Code (2019). For consideration and as acceptance of this Settlement Agreement, the parties herein agree to resolve the matter as provided below. Both parties have entered into this agreement freely, voluntarily and without any coercion, threat or promise.

The parties agree to the following:

1. The Commission has denied Mr. Mullen's request for renewal of his Class I and/or Class II ESA license and deems it expired. Based on these actions, Mr. Mullen is no longer permitted to possess Class I and II wildlife. The parties enter into this agreement for the sole purpose of removing Mr. Mullen's Class I wildlife out of the state of Florida. This Settlement Agreement is executed in acknowledgment of the denial of Mr. Mullen's request for renewal of a Class I and II ESA and the need to remove the class I animal's at issue. This agreement serves as authorization for the terms below:

1. The Commission will issue Mr. Mullen a temporary Class I ESA from December 10, 2019 until December 20, 2019, for the sole purpose of removing Mr. Mullen's Class I wildlife out of the state of Florida.

2. The commission authorizes and requires the transport of the wildlife be to another licensed facility or out of the state of Florida.

3. Mr. Mullen must accompany the class I wildlife to either another licensed facility or to the Florida State line.

4. Mr. Mullen shall notify the Commission within 24 hours prior to transport of the exact time the animals will be transported.

5. Mr. Mullen shall notify the Commission within 24 hours after the class I wildlife has been transported out of state of Florida.

6. Upon the completion of the above terms, the Commission will grant Mr. Mullen an active Class II wildlife license, upon receipt of a completed application.

7. This Settlement Agreement settles all appeals, challenges, claims or causes of action of any kind and of whatever nature, and in any forum whatsoever, which have been, or which might be made based on the denial of Mr. Mullen's request to renew his ESA. Neither party will take further action on the matters arising from the Notice of Denial.

8. Mr. Mullen hereby releases and forever discharges the State of Florida, its elected and appointed officials, agents, employees and volunteers, including the Commission, from all claims and demands, actions and causes of action arising under the laws of the State of Florida or the United States of America, and any and all damages, costs, expenses and compensation arising from the denial of Mr. Mullen's request to renew his ESA, which forms the basis for this settlement agreement.

9. The parties have had an opportunity to consult with an attorney or representative and each party agrees to bear its own costs and attorney's fees, if any, associated with this matter.

10. This document represents the full agreement between the parties and there are no terms or conditions other than as expressly stated herein.

For the COMMISSION:



Major Robert Beaton
Division of Law Enforcement

12-10-19

Date

For the LICENSEE:



Mr. Robert Mullen

12/11/2019

Date