

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

JOHN L. PADGETT

Plaintiff,

v.

GEORGIA REPUBLICAN PARTY, INC

Defendant.

CIVIL ACTION FILE

NO: 2021CV354612

MOTION TO FILE UNDER SEAL

COMES NOW, Georgia Republican Party, Inc., (“Counterclaim Plaintiff” or “GAGOP”), by and through undersigned counsel and files this *Motion to File Under Seal* showing this Court as follows:

FACTS

1. On September 29, 2023, the GAGOP prevailed on its counterclaims for breach of fiduciary duties against John L. Padgett (“Mr. Padgett”) as to liability.
2. After a multi-month delay caused by Mr. Padgett, the Court dismissed Mr. Padgett’s Notice of Appeal and scheduled a hearing on damages for August 27, 2024.
3. To establish part of its damages, the GAGOP seeks to introduce a confidential settlement agreement into the record of this case (the “Settlement Agreement”), plus its corporate records that may reflect the monetary terms of the Settlement Agreement to a third-party. Redacted True and Correct Copies of the Settlement Agreement and corporate records are attached hereto and incorporated by reference as Exhibit A and B.
4. The Settlement Agreement contains confidentiality and non-disclosure provisions that were material considerations between the parties to the settlement agreement to resolve their differences.

5. Likewise, GAGOP's corporate records reflect the monetary terms of the Settlement Agreement, which terms are confidential.

6. The filing of the Settlement Agreement and corporate records are required for the GAGOP to establish its monetary damages in this case.

7. Part of the GAGOP's damages in this case arise from Mr. Padgett's decision to stay in Keith Lawsuit as a tactical advantage in the Dewberry Lawsuit. As the Court found in its Order dated September 29, 2023 (the "MSJ Order"), Mr. Padgett terminated the mediation in the Keith Lawsuit upon learning that he was sued by Vanessa Dewberry. [MSJ Order Pg. 3].

8. As this Court previously explained, Mr. Padgett disregarded his fiduciary duties to the GAGOP by "putting his personal interest first by terminating the Keith mediation when he became aware that he was sued in the Dewberry Lawsuit and by refusing to settle to Keith Lawsuit so that he could leverage discovery and subpoena power in the Keith Lawsuit for his personal gain against Vanessa Dewberry. [Order Granting MSJ Pg 9.] The Settlement Agreement and corporate records go to the heart of the GAGOP's damages.

9. Pursuant to Uniform Superior Court Rules 21 through 21.6, the trial court "upon motion of a party or on the trial court's own motion and 'after a hearing' may limit access to court files regarding a case." See *Altman v. Altman*, 301 Ga. 211, 216, 800 S.E.2d 288, 292 (2017). The Court is required to make a finding that the privacy of a movant outweighs the public interest. *Id.* USCR 21.2. Upon making this finding, the "court is required in its sealing order to 'specify the party of the file to which access is limited, the nature and duration of the limitation, and the reason for limitation. *Id.*

10. The confidential nature of (1) the Settlement Agreement and the GAGOP's (2) corporate records trigger the provisions of O.C.G.A. §9-11-7.1(d) et seq and Uniform Superior

Court Rules 21 through 21.6. *See Savannah Coll. of Art & Design v. Sch. of Visual Arts, Inc.*, 270 Ga. 791, 793, 515 S.E.2d 370, 372 (1999) (allowing the filing of a settlement agreement under seal because the private nature of a settlement agreement is not lost once the document is filed in the trial court).

11. Specifically, the Settlement Agreement contains material provisions related to Confidentiality/ Non- Disclosure of the terms of the Settlement Agreement. These provisions were highly negotiated between the parties to the Settlement Agreement.

12. Allowing the GAGOP to file a confidential Settlement Agreement and its corporate financial records, which contain confidential information as it relates to the Settlement Agreement and fees incurred in the Keith Lawsuit, weighs heavier in favor of redaction than any potential public interest in accessing these documents. At the end of the day, the GAGOP only seeks to redact approximately 30 pages out of the more than thousands of pages of documents that have been filed into this case. *See Savannah Coll. Of Art & Design*, 791 Ga. at 793 (1999) (allowing filing of settlement under seal because the documents sought to be protected [22 pages] were minimal compared to entire record of case).

13. Allowing the Settlement Agreement to be filed under seal supports the public policy of this state. *See Sanders v. Graves*, 279 Ga. App. 779, 779 (2009) (explaining the public policy of this state encourages parties to settle their disputes as such resolutions are highly favored under the law). Forcing any party to unredacted confidential settlement agreement would set a negative precedent that would chill future settlement discussion between litigants in Georgia.

WHEREFORE, the GAGOP's privacy interests in redacting the Settlement Agreement and corporate financial records clearly outweighs any public interest. As such, the GAGOP respectfully requests this Court, after a hearing on the issue, grant this Motion and enter an Order

allowing the GAGOP to file the Settlement Agreement and corporate records related to potential monetary terms of the Settlement Agreement under SEAL, in perpetuity.

Respectfully submitted this 26th day of July 2024.

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/s/ Alex B. Kaufman _____

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EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL GENERAL
RELEASE (hereinafter referred to as "this Agreement")

[REDACTED]

[REDACTED]

[REDACTED]

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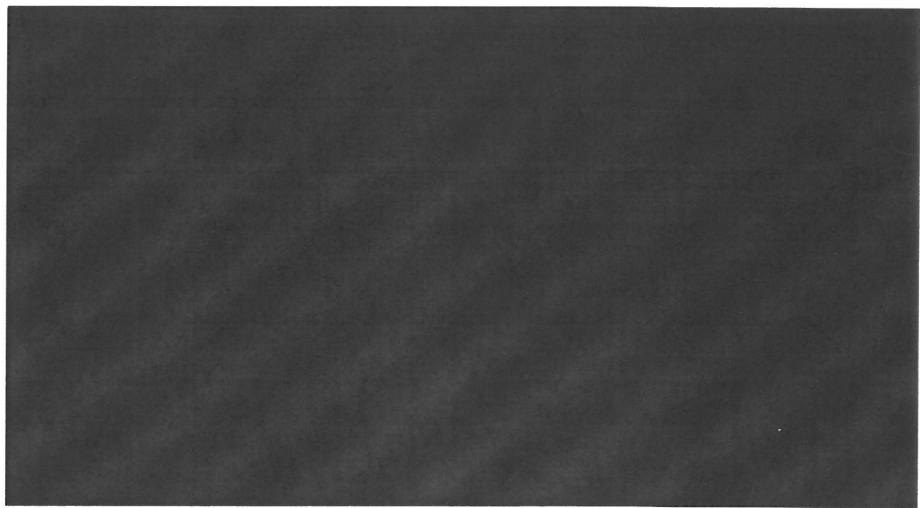
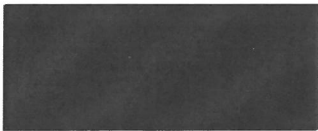
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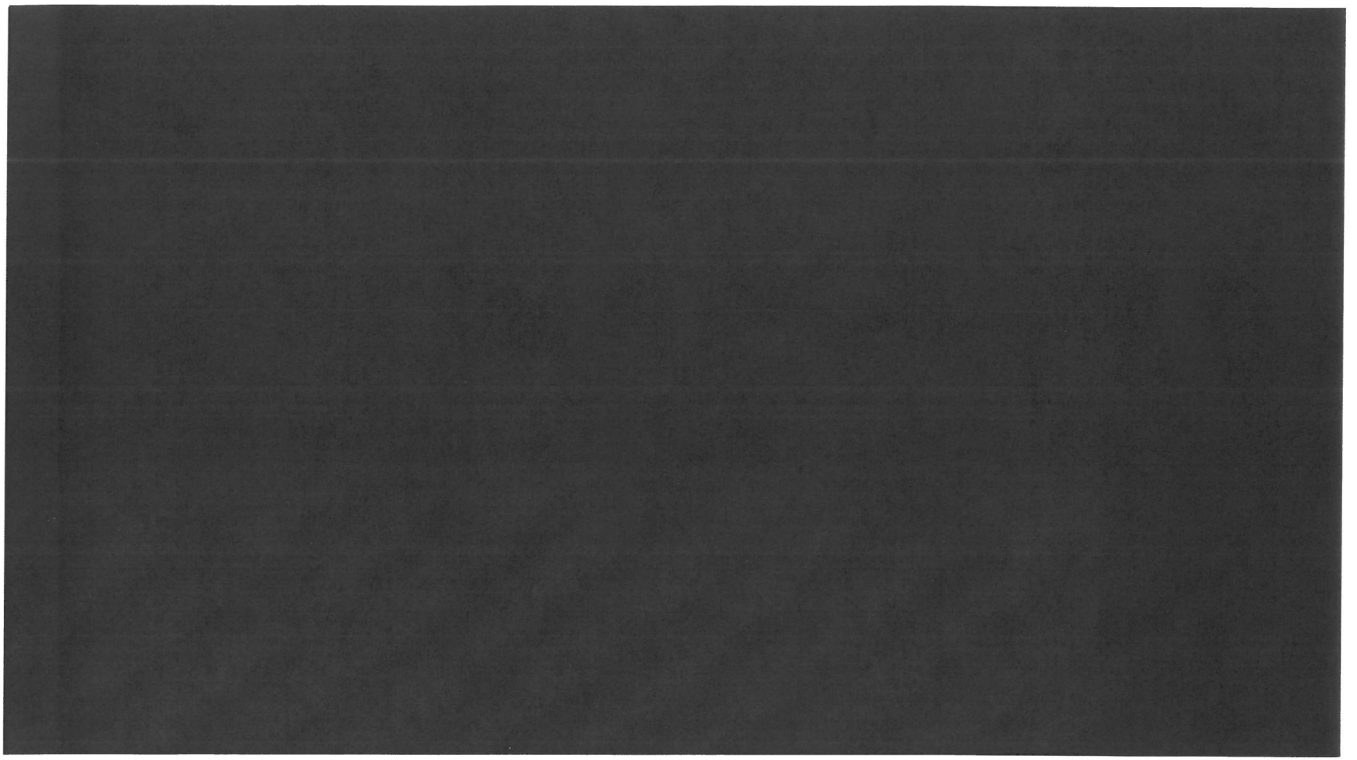
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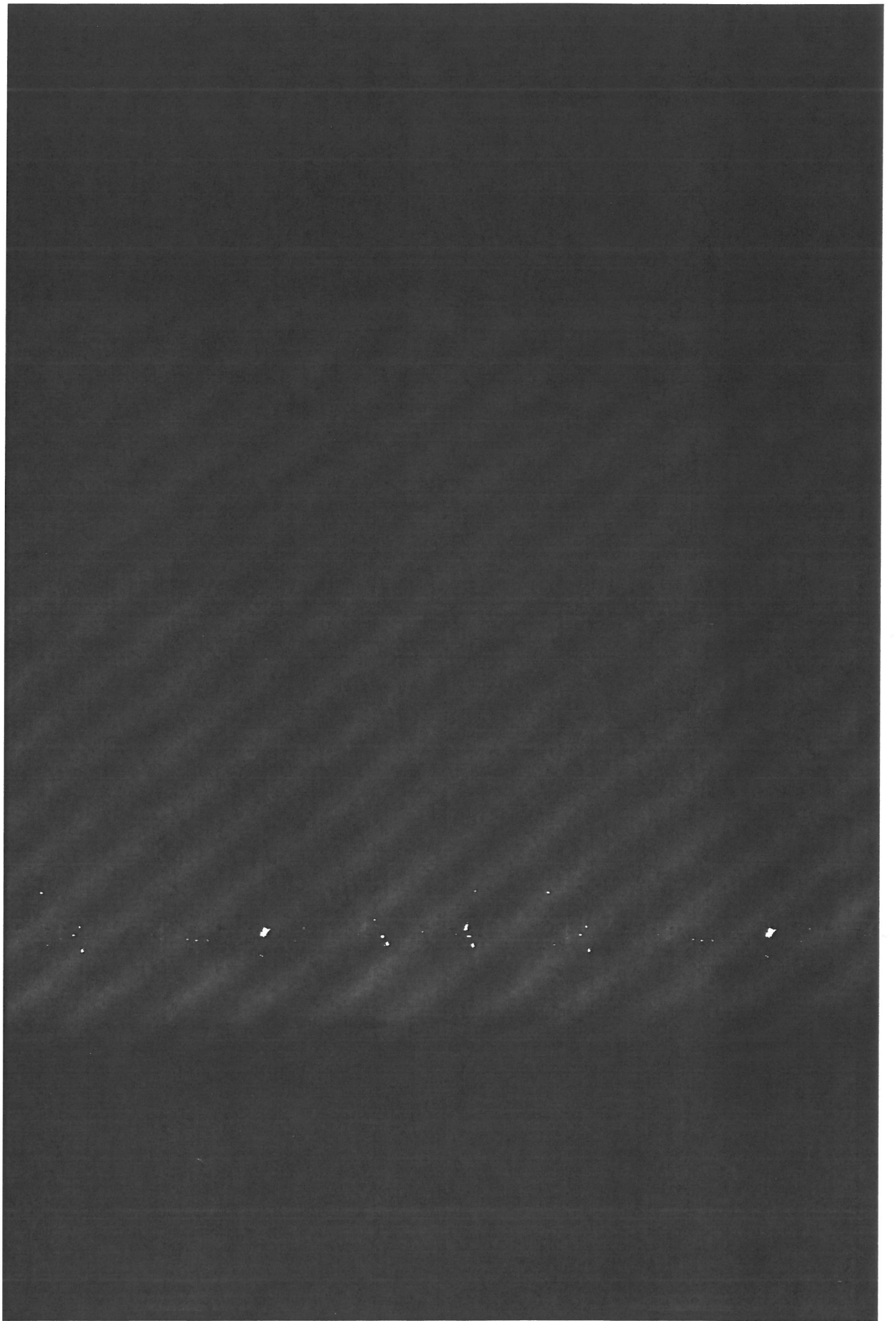
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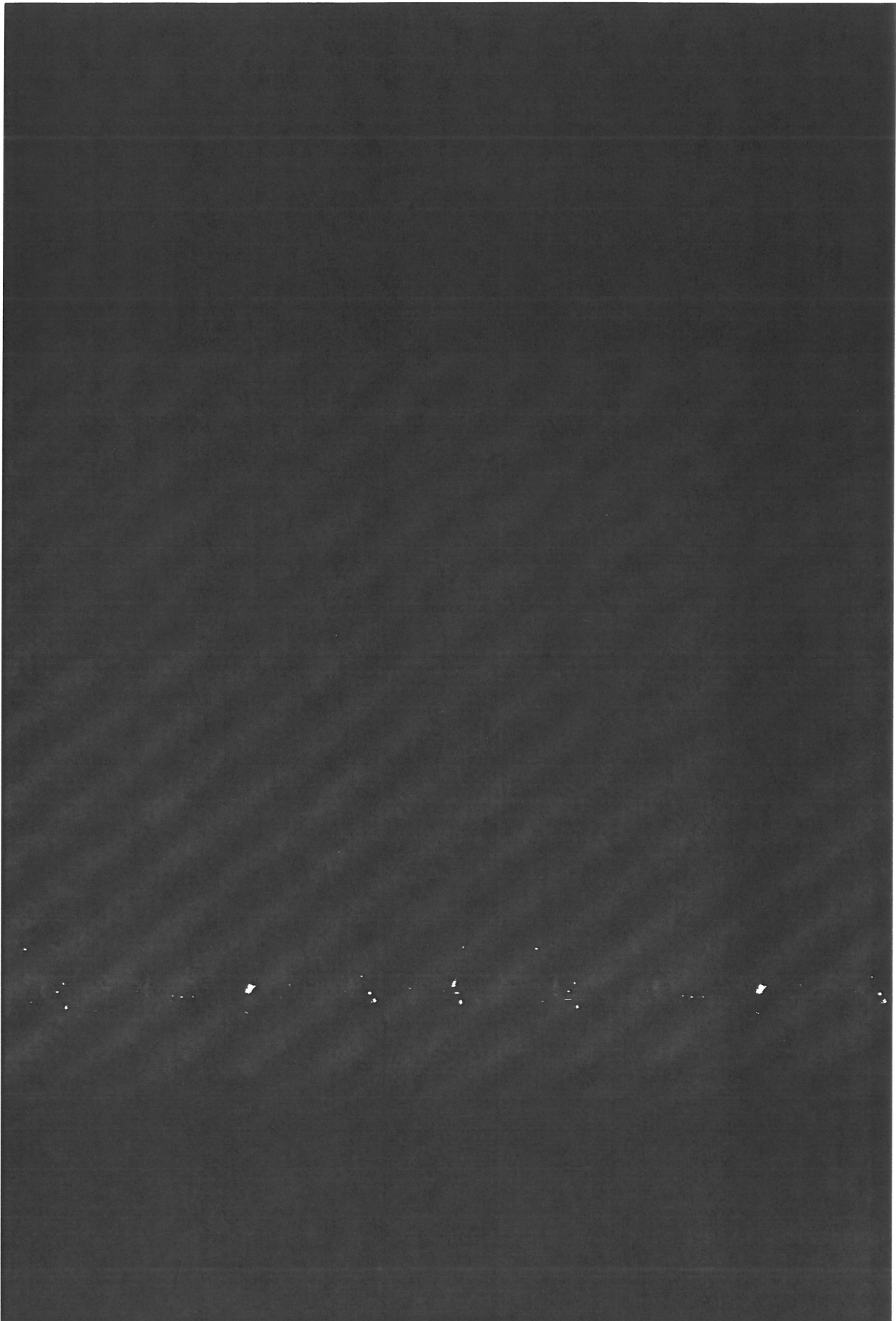
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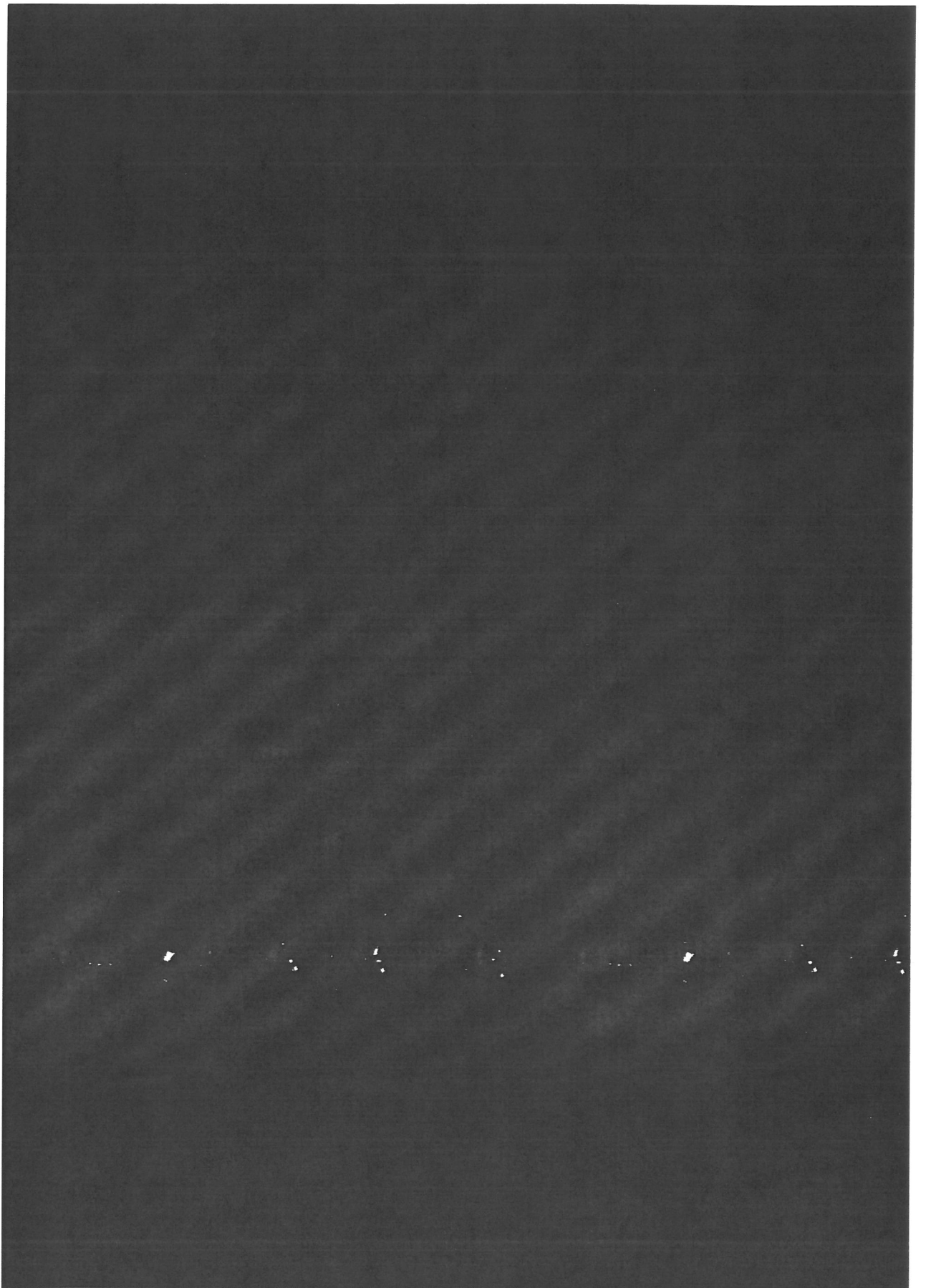


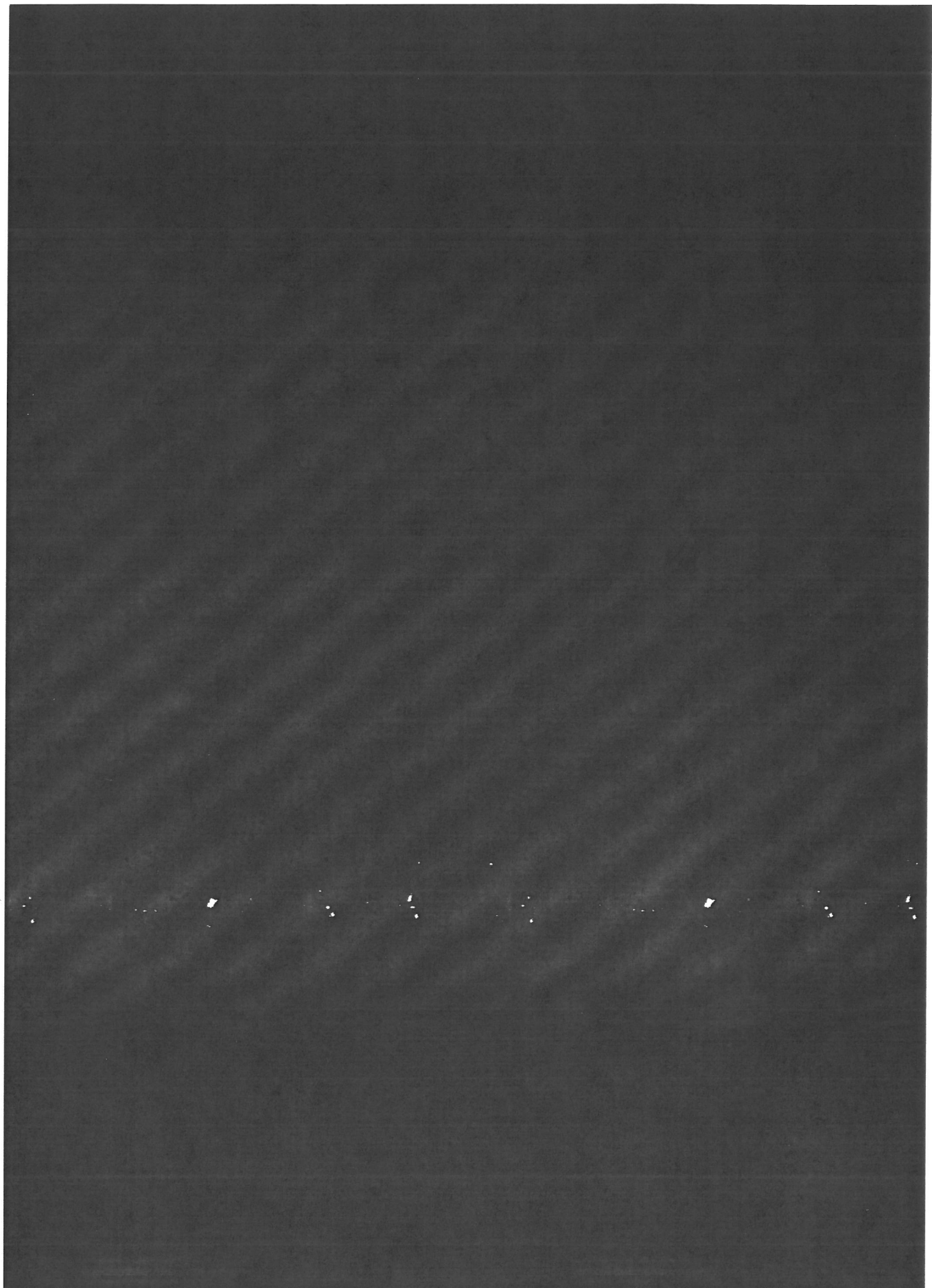


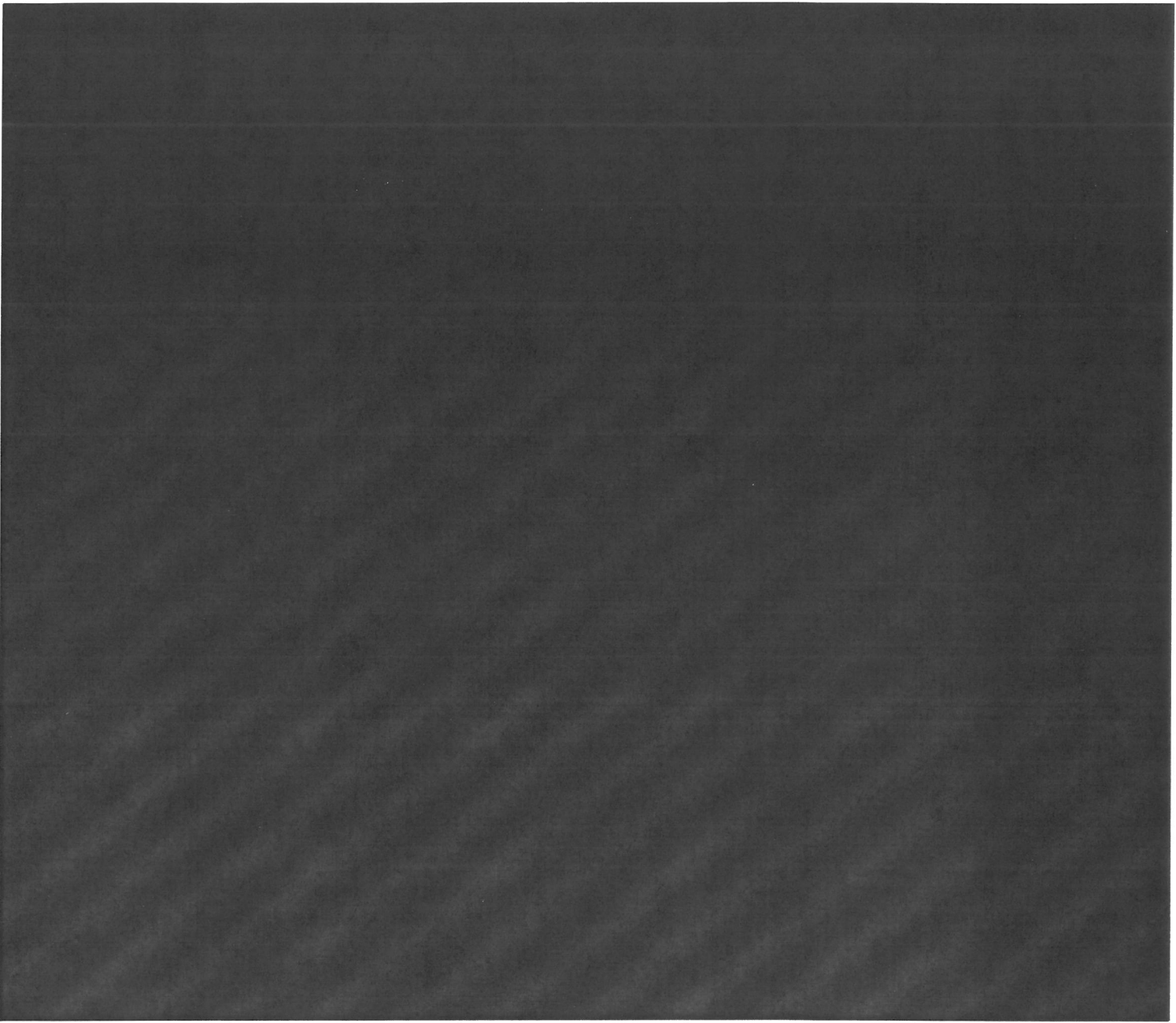












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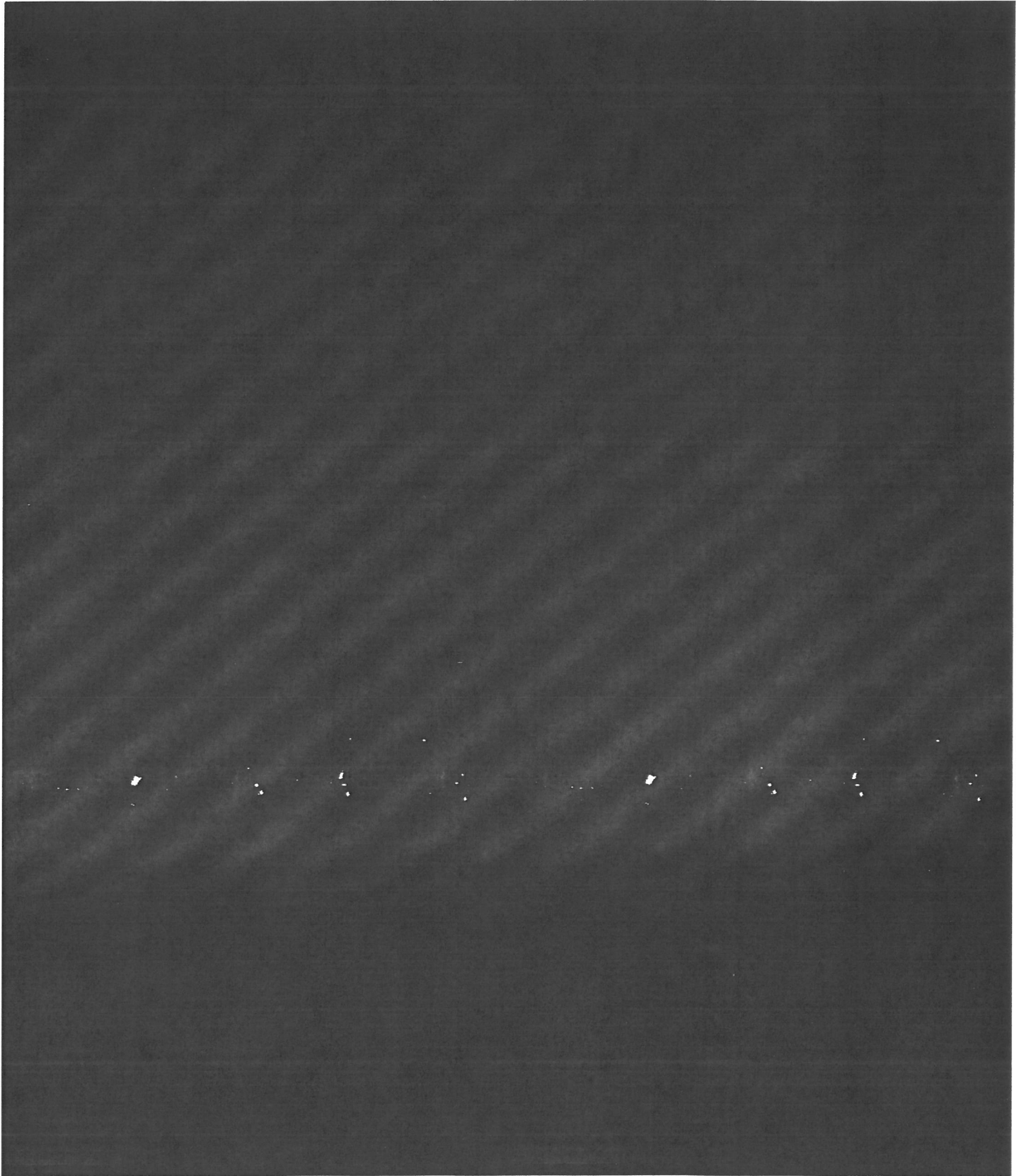


EXHIBIT B

Memo/Description

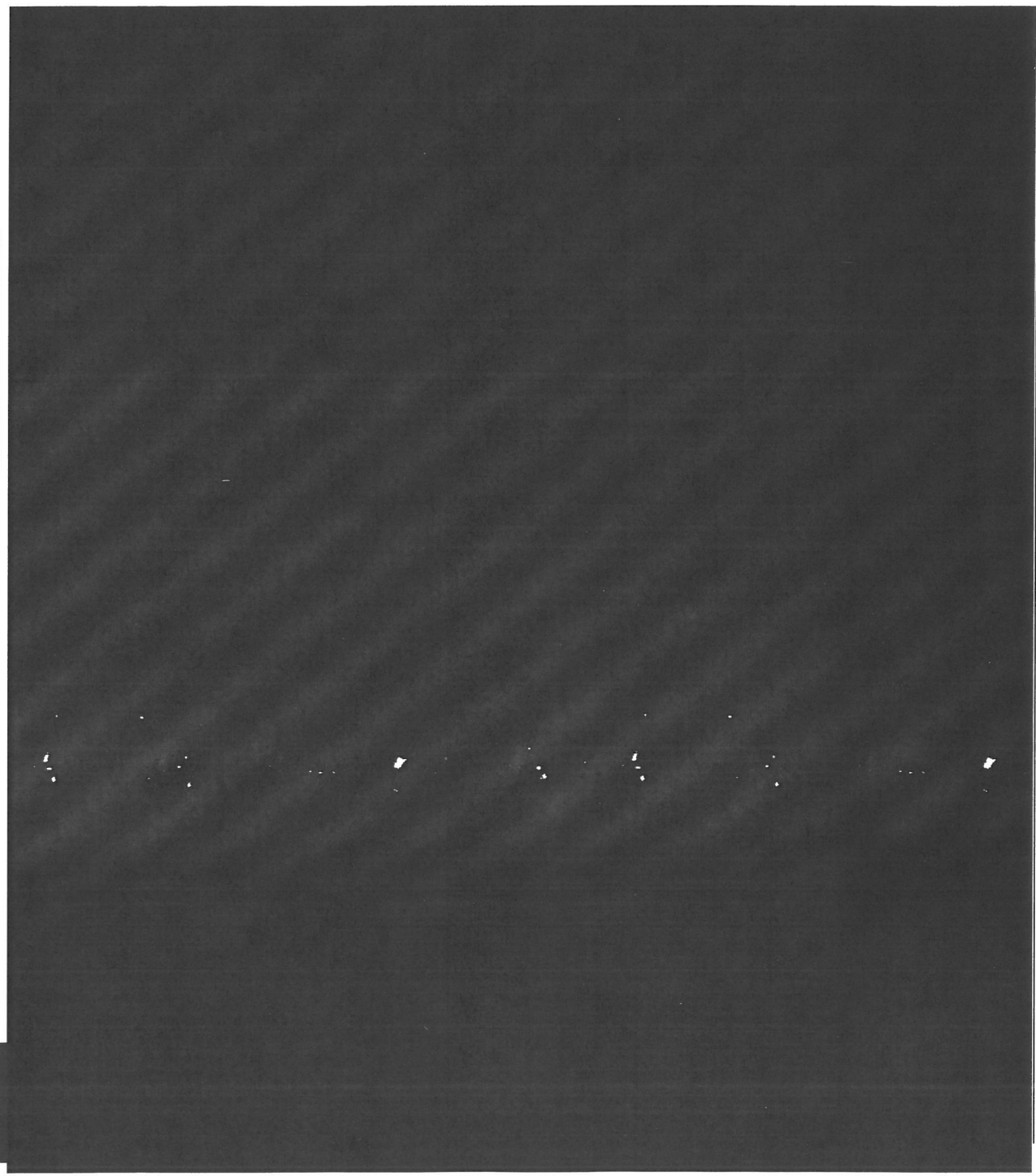
Amount

Num

Transaction Type

Date

Name



CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the within and foregoing *MOTION TO FILE UNDER SEAL* upon counsel for all parties by electronically filing the same with the Clerk of Court via the Court's electronic filing system, which will automatically send an e-mail notification of such filing to the following attorneys of record addressed as follow:

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Counsel for Plaintiff

Respectfully submitted this 26th day of July 2024.

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