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By OGC/CELA at 5:02 pm, Feb 22, 2023

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February 22, 2022

wiley.law**VIA E-MAIL**

Mr. Roy Q. Lockett
Federal Election Commission
Office of Complaints Examination & Legal Administration
Attn: Kathryn Ross, Paralegal
1050 First Street, NE
Washington, DC 20463

Re: Matter Under Review 8082

Dear Mr. Lockett:

This letter is submitted on behalf of Florida Power & Light (“FPL”) in response to a complaint filed by Citizens for Responsibility and Ethics in Washington (“CREW”) in the above-captioned matter. FPL takes all matters of legal compliance seriously and appreciates the Commission’s invitation to respond even though CREW did not name FPL as a respondent. As set forth below, the Commission should find no reason to believe FPL violated the law and dispose of the complaint accordingly.

First, the complaint does not meet the threshold pleading requirements the Commission has established before it may consider the complainant’s underlying allegations. In particular, CREW was required by statute to swear to the truth of the facts contained in its complaint. But that is impossible here because CREW’s complaint is based solely on news reports predicated on anonymously sourced documents. CREW does not even name FPL as a respondent, let alone allege that FPL violated the law. Rather, CREW stitches its allegations together with words like “apparently” and “seemingly” dozens of times to speculate that FPL “may have” participated in a violation. That falls far short of the requirements for filing a valid complaint.

Second, the complaint is self-defeating on its face, as it is premised on news reports about legal memoranda intended to “develop a structure for funding 2020 activities . . . where laws allow.” Yet CREW asks the Commission to ignore the plain language of the memoranda and speculate that they did just the opposite—creating a structure to fund contributions in ways the laws do not allow. But CREW offers no reason for the Commission to disregard the contemporaneous record or take the memoranda at anything less than face value.

Third, quite apart from the failings evident on the face of the complaint, the central allegation—that FPL might have contributed money to a 501(c)(4) organization called Let’s Preserve the American Dream (“LPAD”) with the understanding that LPAD would act as a conduit to re-contribute it to other organizations, who would in turn re-contribute it to federal Super PACs—is contradicted by statements from persons with direct knowledge of the material facts.

For all of these reasons, the Commission should find no reason to believe FPL violated the law and dispose of the matter accordingly.

LEGAL STANDARD

The complaint concerns an alleged violation of the conduit contribution ban in the Federal Election Campaign Act (the “Act”), 52 U.S.C. § 30122. The Commission’s pleading standards for such allegations are well established. Historically, the Commission has not found reason to believe in the absence of at least some evidence that a contribution was made in another’s name, particularly when the lack of direct evidence is contradicted by sworn statements. Indeed, the Commission presumes that corporate donations are valid “unless specific evidence demonstrates otherwise.”¹

For example, as explained by the Commission in rejecting allegations of a § 30122 violation last year: “[W]here allegations of [conduit] contributions were based on circumstantial information, the Commission has required specific factual support regarding the alleged [conduit payment], especially where respondents submitted sworn denials.”² Applying that reasoning, the Commission found no reason to believe that a § 30122 violation had occurred “[b]ecause the complaint provide[d] only circumstantial information regarding the alleged contributions in the name of another—*i.e.*, it provide[d] no direct firsthand knowledge that the contributions were reimbursed—and . . . affidavits specifically den[ie]d that the contributions were, in fact, reimbursed.”³

THE COMPLAINT

The complaint alleges that numerous tax-exempt organizations, federal PACs, their treasurers, and other “unknown respondents” made or accepted contributions “in the name of another” in violation of 52 U.S.C. § 30122. In particular, the complaint relies on a flowchart—prepared by CREW—that shows a 501(c)(4) organization called Let’s Preserve the American Dream as the conduit through which the “true source of funds” routed contributions to various other 501(c)(4) organizations for the purpose of making contributions to the respondent federal Super PACs.⁴ The complaint speculates that the unknown respondents “may” have been the source of those funds and concludes that the recipient federal PACs unlawfully reported the tax-exempt organizations rather than the unknown respondents as the sources of the contributions.

The factual allegations of the complaint are based almost entirely on articles in the *Orlando Sentinel* from two reporters who often write critically about corporate participation in the political

¹ Statement of Reasons of Chair Petersen & Comm’rs Hunter & Goodman at 12-13, MURs 6485/6487/6488/6711/6930 (*W Spann LLC, et al.*), Apr. 1, 2016 (emphasis added).

² Factual & Legal Analysis at 9-10, MUR 7893 (*William Wachtel, et al.*), Feb. 28, 2022 (citing dispositions of prior MURs).

³ *Id.* at 11.

⁴ Compl. ¶ 42 & fig. 2.

process.⁵ The reporters admit that much of their information originated from a “cache of . . . documents [that] was anonymously delivered to the *Sentinel*.”⁶ But how the two selected, interpreted, and contextualized the documents in the absence of a human source with first-hand knowledge is unclear.

CREW’s complaint adds no additional or original facts or evidence to the reporters’ version of events. In particular, CREW does not claim to have personal knowledge of the facts underlying its complaint or swear to the facts it alleges as required by law.⁷ Instead, CREW’s allegations are admittedly second- or third-hand, conjectural, and cast in speculative terms. For example, the complaint:

- Uses the word “seemingly” nine times, such as claiming that the tax-exempt organizations were “seemingly controlled” by political consultants tied to FPL;⁸
- Employs the words “appears” or “apparently” 18 times, including when claiming that FPL “appeared to confirm the authenticity of [certain] documents” in the *Sentinel*’s possession when a company spokesperson simply did not address the issue;⁹ and
- States eight times that materials “suggest” that certain activities give rise to legal violations, such as observing that “a text box [on a document] suggested that [a] nonprofit could be used for political contributions in Florida.”¹⁰

CREW has resorted to evasive language because it is at least three times removed from any person with actual knowledge of events. In fact, recognizing that it lacks evidence of any wrongdoing by FPL, CREW itself does not even name FPL as a respondent or firmly claim that

⁵ See, e.g., *Jason Garcia*, Orlando Sentinel, <https://www.orlandosentinel.com/os-jason-garcia-bio-staff.html>; *Annie Martin*, Orlando Sentinel, <https://www.orlandosentinel.com/os-annie-martin-bio-staff.html>; see also Javier Manjarres, *The Hypocrisy Behind the Miami Herald, Orlando Sentinel, and Florida’s Entire Press Corps*, Floridian Press, Aug. 1, 2022, <https://floridianpress.com/2022/08/the-hypocrisy-behind-the-miami-herald-orlando-sentinel-and-floridas-entire-press-corps/> (criticizing Jason Garcia and the “left-leaning friends” who supported him in his new venture after leaving the *Sentinel*).

⁶ Jason Garcia and Annie Martin, *Florida Power & Light Execs Worked Closely with Consultants Behind ‘Ghost’ Candidate Scheme, Records Reveal*, Orlando Sentinel, Dec. 2, 2021, <https://www.orlandosentinel.com/politics/os-ne-florida-power-and-light-senate-ghost-candidates-20211202-szjlv7ox6vcmphm6pgd437y52i-htmlstory.html>.

⁷ See 52 U.S.C. § 30109(a)(1) (requiring that a “complaint shall be in writing, signed and sworn to by the person filing such complaint, shall be notarized, and shall be made under penalty of perjury and subject to the provisions of section 1001 of title 18.”).

⁸ See, e.g., Compl. ¶¶ 62, 64, 66, 68.

⁹ See, e.g., *id.* ¶ 29.

¹⁰ See, e.g., *id.* ¶ 37 (emphasis added). Indeed, the *Sentinel*’s own reporting includes headlines like *Dark Money Behind Florida ‘Ghost’ Candidates Has Ties to Alabama Political Players, Records Suggest*. *Id.* ¶ 13 (emphasis added).

it was a participant in any violation of law. Instead, CREW concludes that “an Unknown Respondent or Unknown Respondents, which may [that is, might] include corporations like Florida Power & Light, knowingly made contributions in the name of another.”¹¹

Finally, the complaint is largely based on two memoranda, including one written with “help from one of Florida’s top law firms,”¹² and another written by “a political law attorney, [that] explained the legalities of using nonprofits to spend money on federal elections.”¹³ The principal memorandum cited in CREW’s complaint provided a plan to “develop a structure for funding 2020 activities – advertising, research, consulting, [nonprofit] donations, and campaign contributions to groups or individuals where laws allow,”¹⁴ while balancing a “desire to ‘minimize public reporting of entities and activities.’”¹⁵ In other words, the memorandum described different, lawful ways to engage in a range of advocacy activities (including campaign contributions) while accounting for the burdens of legal compliance and public disclosure. Yet the complaint inexplicably assigns a negative inference to these memoranda notwithstanding the fact that they clearly reflect a desire to comply with the law.

ANALYSIS

1. The Complaint Does Not Meet The Commission’s Threshold Pleading Requirements

Federal law imposes several threshold requirements on parties attempting to file a valid complaint with the FEC. First, the law requires a complainant to swear to the truth of the facts asserted in a complaint.¹⁶ Second, Commission regulations require that a complaint must “clearly identify as a respondent each person or entity who is alleged to have committed a violation.”¹⁷ Third, a complaint must “contain a clear and concise recitation of the facts which describe a violation.”¹⁸ CREW’s complaint falls well short of these requirements and cannot support further Commission action against FPL.

¹¹ See *id.* ¶ 3 (emphasis added).

¹² *Id.* ¶ 32.

¹³ *Id.* ¶ 38.

¹⁴ *Id.* ¶ 32 (emphasis added).

¹⁵ *Id.*

¹⁶ 52 U.S.C. § 30109(a)(1) (a “complaint shall be in writing, signed and sworn to by the person filing such complaint, shall be notarized, and shall be made under penalty of perjury and subject to the provisions of section 1001 of title 18”).

¹⁷ See 11 C.F.R. § 111.4(d)(1).

¹⁸ *Id.* § 111.4(d)(3).

First, regardless of whether the Commission might act upon newspaper reports with identified and verifiable sources, the Commission has “long declined to move forward with enforcement where a complaint is predicated upon press reports which, in turn, are predicated upon anonymous sources.”¹⁹ In fact, the Commission:

is not permitted to presume the truth of an anonymous source’s statements and set [its] enforcement process in motion simply because those statements were printed or reported by a media outlet. Nor may the Commission presume the credibility of such statements when reported by favored media sources based upon uncritical and ill-informed assumptions about those publications’ fact-checking processes. Such an approach is necessarily capricious. It is insufficiently rigorous to meet our statutory responsibility to independently determine [whether there is reason to believe a violation of law occurred]. And it gives short shrift to our unique status as an agency whose “sole purpose [is] the regulation of core constitutionally protected activity”²⁰

Here, it is impossible for CREW to swear to the truth of its allegations against FPL because it does not have first-hand knowledge of them. Rather, CREW relies on anonymously sourced documents, which cannot serve as a basis to proceed against FPL.

Second, the complaint designates numerous other entities as respondents, but not FPL. Then, at nearly every turn, the complaint claims that something “seems” to be wrong, that there is “an appearance” of a problem, or that someone “may” have done something unlawful. Multiple allegations of mere possibility do not mean there is reason to believe anyone, in fact, committed a violation, much less FPL. CREW’s failure to name FPL as a respondent or allege a violation-in-fact by FPL does not satisfy the requirements for filing a valid complaint.

Third, a bipartisan majority of the Commission has held that “speculative charges, especially when accompanied by a direct refutation, do not form an adequate basis to find reason to

¹⁹ *Policy Statement of Chairman Allen J. Dickerson Regarding the Commission’s Use of Anonymous Sources Reported on in the Press*, Oct. 5, 2022, <https://www.fec.gov/resources/cms-content/documents/Chairman-Dickerson-Statement-Anonymous-Sources-05-October-2022.pdf> (collecting authority) (“*Policy Statement*”); see also Statement of Reasons of Chairman Matthew S. Petersen and Commissioners Caroline C. Hunter and Lee E. Goodman at 7, n.29 Matters Under Review 6470, 6482, and 6484 (Free and Strong America PAC *et al.*), Mar. 30, 2016 (“Free and Strong America PAC SOR”) (explaining that “[a]s a general evidentiary matter, [the FEC] decline[s] to open investigations based solely upon hearsay reports or editorial characterizations contained in press articles”); Statement of Reasons of Vice Chair Allen Dickerson and Commissioners Sean J. Cooksey and James E. “Trey” Trainor, MURs 7370/7496 (New Republican PAC), July 21, 2021 (rejecting “speculation in an *Orlando Sentinel* article that speculated about [a person’s] motives”).

²⁰ *Policy Statement at 2*. This is not even a situation, endorsed by some commissioners, where reporters have vetted and vouched for the credibility of a human source known to them. See, e.g., Statement of Reasons of Commissioners Broussard & Weintraub at 4-5, Matter Under Review 7784 (Make America Great Again PAC, *et al.*), June 15, 2022 (invoking “Deep Throat” as human source for Watergate reporting). Rather, the *Sentinel’s* reporting is based on documents provided by a person whose identity has not been disclosed to the reporters and, in turn, the newspaper has not disclosed to the public.

believe that a violation of the FECA has occurred.”²¹ This is particularly so when the response is accompanied by sworn statements contradicting the allegations.²² Furthermore, when assessing complaints alleging violations of the conduit contribution prohibition, the Commission has unanimously demanded “specific factual support regarding the alleged [violations]” in lieu of “circumstantial information.”²³

The rule against speculation is dictated by law, which establishes a threshold evidentiary requirement and is motivated by First Amendment concerns to prohibit frivolous and harassing complaints.²⁴ In fact, Congress has repeatedly rejected past recommendations to lower the “reason to believe” standard to a more open-ended “reason to investigate” threshold.²⁵

Even if FPL made donations to tax-exempt organizations as alleged in the complaint, that would establish nothing more than what many corporations do on a regular basis.²⁶ The complaint,

²¹ Statement of Reasons of Commissioners Mason, Sandstrom, Smith, and Thomas at 2, Matter Under Review 4960 (Hillary Clinton), Dec. 21, 2000 (cleaned up); *see also* Statement of Reasons of Vice Chair Allen Dickerson, MURs 7165/7196 (Jesse Benton), Oct. 13, 2021 (explaining that it is well-established that “[a]t the reason-to-believe stage, [the Commission] cannot proceed to authorize an investigation based upon ‘unwarranted legal conclusions from asserted facts or mere speculation’”); First General Counsel Report at 17, Matter Under Review 7904 (Wyss, *et al.*), June 28, 2022 (recommending dismissal because there was no “specific information regarding those possible indirect contributions and the general allegations”); Supplemental Statement of Reasons of Vice Chair Allen J. Dickerson and Commissioner Trainor at 4, Matters Under Review 7821/7827/7868 (Twitter, Inc., *et al.*), Sept. 13, 2021.

²² *See, e.g.*, Statement of Reasons of Vice Chair Allen Dickerson and Commissioners Sean J. Cooksey and James E. “Trey” Trainor, III at 2, n.8, Matter Under Review 7501 (Bill Nelson for U.S. Senate), June 28, 2021 (collecting authority and noting that, while helpful, a sworn statement is not necessary to refute speculative charges).

²³ Commission Factual & Legal Analysis at 9-10, Matter Under Review 7893 (William Wachtel, *et al.*), Feb. 28, 2022. *See also* Statement of Reasons of Chair Petersen and Commissioners Goodman and Hunter at 9, Matters Under Review 6485/6487/6488/6711/6930 (W Spann LLC, *et al.*), April 1, 2016 (a violation of 52 U.S.C. § 30122 requires evidence that “funds were intentionally funneled through [an intermediary] for the purpose of making a contribution that evades the Act’s reporting requirements Absent such evidence, the Commission will have no reason to believe that a contribution was made . . . in violation of section 30122.”).

²⁴ *See, e.g.*, Statement of Reasons of Vice Chairman Sean J. Cooksey and Commissioners Allen Dickerson and James E. “Trey” Trainor at 5, MUR 7889 (SIG SAUER), Jan. 20, 2023 (cautioning that “the power of compulsory process [must] be carefully circumscribed when the investigative process tends to impinge on such highly sensitive areas of freedom of speech or press, freedom of political association, and freedom of communication of ideas”).

²⁵ *See, e.g.*, Statement of Reasons of Vice-Chair Caroline C. Hunter and Commissioners Donald F. McGahn and Matthew S. Petersen at 6 n.23, Matter Under Review 6296 (Kenneth R. Buck *et al.*), June 14, 2011.

²⁶ *See, e.g.*, Laura McCamy, *Companies Donate Millions to Political Causes to Have a Say in the Government — Here Are 10 That Have Given the Most in 2018*, Insider.com, Oct. 13, 2018, <https://www.businessinsider.com/companies-are-influencing-politics-by-donating-millions-to-politicians-2018-9>; Michael Beckel, *Top U.S. Corporations Funneled \$173 Million to Political Nonprofits*, Ctr. for Pub.

therefore, is forced to speculate that when the tax-exempt organizations subsequently contributed to federal PACs, FPL must have *directed* them to do so and had the requisite intent to avoid public disclosure.²⁷ But if the Commission made that leap here, it would have reason to believe *all* corporate donations to tax-exempt organizations that, in turn, contribute to federal PACs violate the law. That would mark a significant shift in Commission practice in an area of law heretofore considered fair territory.

2. The Complaint Is Self-Defeating And Asks The Commission To Indulge In Speculation Refuted By The Very Documents It Relies Upon For Support

CREW tries to make much of a pair of memoranda, including one written with “help from one of Florida’s top law firms” to “develop a structure for funding 2020 activities . . . where laws allow,” and another written by “a political law attorney, [that] explained the legalities of using nonprofits to spend money on federal elections.”²⁸ But rather than support CREW’s allegations, the memoranda undermine them.

As an initial matter, evidence of legal advice indicates an effort to comply with, rather than violate, the law.²⁹ Moreover, the substance of the memoranda is benign. According to CREW, the principal memorandum described a plan to “develop a structure for funding 2020 activities—advertising, research, consulting, [nonprofit] donations, and campaign contributions to groups or individuals where laws allow” and reflected a not-uncommon “desire to ‘minimize public reporting of entities and activities.’” In other words, the memorandum described different, lawful ways to engage in a range of advocacy activities (including campaign contributions) while balancing the burdens of legal compliance and public disclosure. There is no basis for the Commission to join CREW in drawing the negative inference that the memoranda, in fact, reflected a plan to engage in *unlawful* activities. That is particularly true in this case, where the activities constitute an exercise of First Amendment rights.

Integrity, Jan. 16, 2014, <https://publicintegrity.org/politics/top-u-s-corporations-funneled-173-million-to-political-nonprofits/>.

²⁷ Cf. Free and Strong America PAC SOR at 3 n.12 (concluding that “[o]bviously, the bare fact that [an entity makes commonplace payments] and that the recipients later [engage in political activity] does not provide reason to believe that the payments constituted impermissible contributions”); Statement of Reasons of Vice Chair Allen Dickerson and Commissioners Sean J. Cooksey and James E. “Trey” Trainor, III, at 6, Matter Under Review 7507 (Aftab Pureval), Aug. 27, 2021 (finding that “the mere fact that [an entity] spent [certain] funds says nothing about the intent or knowledge of the contributors whose funds were used,” and that it was inappropriately speculative for the Commission to infer a “premeditated plan[] to spend the funds in a certain way” absent more facts in the complaint).

²⁸ Compl. ¶¶ 32, 38.

²⁹ See, e.g., *FEC v. Friends of Jane Harman*, 59 F. Supp. 2d 1046, 1058-59 (C.D. Cal. 1999) (seeking “advice of counsel” is “relevant to demonstrating . . . good faith”); *Dan River, Inc. v. Icahn*, 701 F.2d 278, 291 (4th Cir. 1983) (relying “upon legal counsel is evidence of good faith which rebuts inferences of criminal intent”).

Recognizing this weakness, CREW engages in sleight-of-hand to support the complaint's speculation. CREW inserts a page from one of the memoranda showing the potential movement of money to several different tax-exempt organizations, labelling it "Figure 1."³⁰ However, Figure 1 does not include a single federal PAC, much less indicate that money is intended to be contributed to any federal PACs. Undaunted, CREW creates its own flowchart, labeled Figure 2, that is designed to look derivative of Figure 1 but with one critical difference: CREW gratuitously inserts graphics that identify five federal PACs to suggest that money was earmarked to them through the tax-exempt organizations.³¹ CREW does so because there is no evidence in the memoranda—or any of the other materials relied upon by the complaint—to justify CREW's claim that tax-exempt organizations served as conduits for contributions to federal PACs.

3. The Complaint's Central Allegations Are Contradicted By Sworn Statements

Even if the Commission were otherwise permitted to indulge CREW's speculation, such speculation would run headlong into: (1) sworn testimony provided in a related, state-level proceeding; and (2) a post-retirement agreement and declaration signed by FPL's former CEO. This too renders the complaint insufficient to satisfy the Commission's pleading requirements and the complaint should be dismissed for this reason as well.

a. Testimony of Ryan Tyson, Executive Director of Let's Preserve the American Dream

Ryan Tyson, the Executive Director of LPAD—which CREW alleges to be the conduit for over 90% of the alleged contributions (see Complaint ¶¶ 42, figure 2)—unequivocally testified in sworn testimony to state investigators that LPAD did not earmark funds donated by it.³² The complaint refers to this testimony (see Complaint ¶¶ 45), but does not include a copy of it. However, Mr. Tyson's testimony, which is attached hereto as Exhibit A, clearly contradicts the complaint's central allegations.

Mr. Tyson explained that "once I make a contribution to an entity, I lose control of how they spend that money. . . . I can't tell them how to spend their money. I don't have the ability to restrain how they spend their funds." Thus, Mr. Tyson denied that LPAD earmarks funds generally, and he specifically denied earmarking funds to Grow United, which Figure 2 identifies as a recipient of LPAD funds:

Q. . . . Do you know who made the decision to transfer money from Let's Preserve the American Dream to Grow United?

³⁰ Compl. ¶¶ 33.

³¹ *Id.* ¶¶ 42.

³² Sworn Statement of Ryan Douglas Tyson, Miami-Dade State Attorney's Office, Pub. Corruption Investigation No. 64-20-11, at 14:17-20, 15:6-18, Sept. 30, 2021 (emphasis added).

A. There was no decision to transfer. That's not the right word. I, as executive director, made the decision to make a general contribution. . . .

Q. Do you know how many times that money was sent from a Let's Preserve the American Dream account to a Grow United account? You know how many times that was done?

A. I think it was two.

Q. Okay. Both times was that done on your direction?

A. Yes, sir.

Q. And what was your intention that the money be spent on when you did that?

A. Well, the intention was as a general contribution to support their general purpose mission When you make a contribution to an organization in support of its general purpose mission, they can do whatever they want to with it.

State investigators repeatedly asked Mr. Tyson whether he had "rerouted" LPAD funds to several political committees through an intermediary.³³ Mr. Tyson was unequivocal that he did not, explaining that LPAD's donations are not earmarked:

Q. . . . But don't you agree that it appears that your money from Let's Preserve the American Dream got to rerouted it to [a political committee]?

A. I don't like that phrase rerouted. I think the appropriate phrase is that it looks like I made a contribution. It looks like I was the first one that they had, and it looks like they made contributions to two political committees. I would use the phrase contribution.

Q. But your testimony is that you didn't know with certainty, that the money that you gave, that you donated to Grow United, you did not know with certainty at the time that that money was in turn, going to go to support the two political committees

A. I assume they'd probably be supported if [a representative of the political committees] called, but I had no way to know if they actually would. Because once I make a contribution to an entity, I lose control of how they spend that money.³⁴

State investigators continued to challenge Mr. Tyson, but he again reiterated that he does not direct how LPAD's donations are used:

³³ *Id.* at 31:10-11.

³⁴ *Id.* at 31:10-20 (emphasis added).

Q. . . . So it's your testimony that in your mind, you did not authorize the money, the \$600,000, to go to Grow United so they can then turn around and send it to . . . two political campaigns?

A. That's not my testimony. It's a contribution. I mean, I can't tell them how to spend their money. I don't have the ability to restrain how they spend their funds.³⁵

b. Post-Retirement Agreement and Declaration of Eric Silagy, Former CEO of FPL

Finally, Mr. Tyson's testimony is consistent with statements by FPL's former CEO, Eric Silagy, who, among other things, oversaw the company's government affairs activities in 2020. Mr. Silagy has voluntarily provided a declaration in support of FPL's response to the complaint. That declaration is attached hereto as Exhibit B. Mr. Silagy's declaration is also consistent with the representations he made when he executed a Post-Retirement Covenants Agreement filed with the Securities and Exchange Commission, which is publicly available and attached hereto as Exhibit C.³⁶ The company and Mr. Silagy entered into the agreement in anticipation of his May 15, 2023 retirement. In the agreement, Mr. Silagy stated that he had "no knowledge of any violation of a campaign finance or anti-corruption law by [himself] or [FPL]."³⁷

Under well-established Commission procedural standards, these sworn denials outweigh the complaint's speculative claims. For these reasons too, the complaint is insufficient for the Commission to find reason to believe that FPL violated the law. Accordingly, the complaint must be dismissed at the threshold.

CONCLUSION

Commissioners have repeatedly concluded that the FEC "must have more than anonymous suppositions[] and unanswered questions before it can vote to find [reason to believe a violation occurred] and thereby commence an investigation."³⁸ But that is all CREW's complaint offers. Accordingly, the Commission should find no reason to believe that FPL violated the law and dispose of the matter with no further action against FPL.

³⁵ *Id.* at 29:19-30:7 (emphasis added).

³⁶ NextEra Energy, Inc. and FPL, Form 8-K, Jan. 23, 2023, Ex.10: Confirmation of Post Retirement Covenants Agreement, ¶ 4.4, <https://www.sec.gov/Archives/edgar/data/753308/000075330823000010/exhibit10tonee-fpl8xkdated.htm>.

³⁷ *Id.*

³⁸ Statement of Reasons of Vice Chairman Matthew S. Petersen and Commissioners Caroline C. Hunter and Donald F. McGahn, Matter Under Review 6056 (Protect Colo. Jobs. Inc.), June 2, 2009.

Federal Election Commission
February 22, 2022
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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Caleb P. Burns". The signature is fluid and cursive, with the first name "Caleb" and last name "Burns" clearly legible.

Caleb P. Burns
Lee E. Goodman
Andrew G. Woodson

Attachments

EXHIBIT A

1 MIAMI-DADE STATE ATTORNEY’S OFFICE
2 PUBLIC CORRUPTION INVESTIGATION NUMBER:
3 64-20-11

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DATE: THURSDAY, SEPTEMBER 30TH, 2021

9

TIMES: 11:59am – 1:43pm

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SWORN STATEMENT

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OF

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RYAN DOUGLAS TYSON

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APPEARANCES:

ON BEHALF OF THE STATE:

BY: TIM VANDERGIESEN, ASSISTANT STATE ATTORNEY

1350 N.W. 12th Avenue

Miami, Florida 33136

(305) 547-0100

ALSO, PRESENT

- Investigator Robert Fielder; Office of the Miami-Dade State Attorney
- Detective Frank Castillo City of Miami Police Department/ Office of the Miami Dade State Attorney Public Corruption Task Force

ON BEHALF OF THE WITNESS:

- John Cycon, Esquire
- Mohamed Jazil, Esquire

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Direct Examination by ASA VanderGiesen

4

EXHIBITS

NUMBER

DESCRIPTION

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A.	- Transaction 9/29 \$600,000 from Let's Preserve the American Dream to BBVA Grow United	28	5
B.	- Check# 1002 The Truth Date 10/2/20 \$80,000	28	12
C.	- Check# 1003 Our Florida - Date 10/2/20 \$220,000	28	18
D.	- Transaction 10/2 \$550,000 from Let's Preserve the American Dream to BBVA Grow United	28	18
E.	- Check #0134 Advanced Impression Date 10/26/20 \$26,500	32	1
F.	- Invoice #263 Preservation Association Management Date July 31 st 2020	42	23
G.	- Invoice #268 Preservation Association Management Date August 29 th 2020	44	21
H.	- Invoice #273 Preservation Association Management Date October 2 nd 2020	44	25
I.	- Invoice #297 Preservation Association Management Date June 1 st 2021	45	7

1 PROCEEDINGS

2 [Beginning of statement 11:59am]

3 Whereupon,

4 **Ryan Douglas Tyson,**

5 Been first duly sworn, was called as a witness and was examined and testified as follows:

6 DIRECT EXAMINATION

7 **By ASA VanderGiesen:**

8 Q. Thank you. Sir, could you please give us your full name?

9 A. Ryan Douglas Tyson.

10 Q. And where do you currently reside? What's your home address?

11 A. here in Tallahassee, 32312.

12 Q. Is that a house?

13 A. Yes, sir.

14 Q. Do you own the house?

15 A. I do.

16 Q. Any other adults live there?

17 A. My wife.

18 Q. What's her first name?

19 A. Two words, Mary Beth.

20 Q. Sir, what's your highest level of education?

21 A. Bachelor's.

22 Q. Of what specialty and what school?

23 A. It was public relations, College of Journalism, University of Florida, but I'm a
24 Seminole fan, just for the record.

25 Q. Both good schools. Are you currently employed?

1 A. I am.

2 Q. And where are you employed?

3 A. Well, self-employed.

4 Q. Okay. Do you have a company that you operate?

5 A. A couple.

6 Q. What are their names?

7 A. So, I want to answer this technically correct because I have the Tyson Group,
8 which I'm the owner of, Strategic Analytics and Consulting, and Preservation Association
9 Management. Those are the three sources that I get income from.

10 Q. What was the last one? Preservation...

11 A. Association Management.

12 Q. Okay, sir. We had some informal discussions off the record but I'll reintroduce
13 myself. My name is Tim VanderGiesen. I'm an assistant state attorney in Miami. To my left is
14 Robert Fielder. He's one of our investigators at the State Attorney's Office and across the table is
15 Frank Castillo. He's one of the investigators on our public corruption task force. Okay. Do you
16 have anybody here with you today?

17 A. I do.

18 Q. And who is that?

19 A. Counsel.

20 Q. And what are their names?

21 A. John Cycon, Mo Jazil.

22 Q. Sir, you understand that you are here voluntarily.

23 A. I do.

24 Q. You did not require us to issue you a subpoena or compel you to be here today.

25 A. Correct.

1 Q. You understand you're under oath?

2 A. Yes, sir.

3 Q. So if I can just go over some ground rules and make sure that we both have the
4 understanding. You understand that by being here voluntarily, you have the right to answer or
5 not answer any question you want.

6 A. Yes, sir.

7 Q. We're not requiring you by law or with a subpoena to answer any of our
8 questions. You understand that?

9 A. Yes, sir.

10 Q. At any time, if you want, you can just get up and leave. Or it's your attorney's law
11 firm. I guess they could ask us to leave anytime you want, right?

12 A. Yes, sir.

13 Q. If there's any particular question you don't want to answer, you know that you can
14 answer some questions and not others. You understand that?

15 A. Okay. Yes, sir.

16 Q. If at any time during the interview, you would like to take a break to speak to your
17 attorneys privately, obviously, it's voluntary so you can just let me know. If I ask a question that
18 you want to consult with them about, just say, "Listen, I would like to speak to my attorneys." It's
19 not held against any witness regardless if they're here voluntarily or not. You have the right to
20 counsel. I hope it doesn't have to be at a super contested interview. So I just want you to know
21 that if you need to use the bathroom or you want to take a break for water, need to speak to your
22 attorney, as many times as that needs to happen, it won't be held against you. You understand
23 that?

24 A. Yes, sir.

25 Q. Now, because you're under oath, you understand that if you lie to us about

1 something that's material and relevant to our investigation, you could be subject to prosecution
2 for perjury. Do you understand?

3 A. Yes, sir.

4 Q. You also understand that because you're appearing voluntarily and you're not
5 being compelled to answer our questions that anything you say could be used against you after
6 today.

7 A. Yes, sir.

8 Q. So if you were under subpoena, you would have something called immunity for
9 the answers you give to my questions. Because you're agreeing to be here voluntarily, and we
10 thank you for that, you understand that there is no immunity agreement and that anything you
11 say could be used against you if we chose to prosecute, not suggesting this will happen, but I
12 have to make sure it's clear between us. If we were to charge you with a crime and we thought
13 that your answers today were relevant, we could use them against you.

14 A. I understand.

15 Q. You understand. All right. Again, I don't want to start off you feeling too much
16 pressure. I really just want to hear the truth today. But that's possible. You've been offered or
17 promised nothing for your testimony. Is that true?

18 A. Correct.

19 Q. Okay. Because we are on the record, do your best to answer yes or no if it calls
20 for that and you can explain the answer, whatever way you think you need to. Uh-huh and uh-uh
21 don't transcribe good so you might find me correcting you because we all sort of talk that way in
22 our regular life.

23 A. I understand.

24 Q. Based on everything I told you, would you like any more time to speak to your
25 attorneys privately?

1 A. No, sir.

2 Q. Okay. So there is something called attorney client privilege and I want you to
3 know that nothing I ask you today will be intended to try and elicit from you something you
4 discussed with your attorneys.

5 A. Okay.

6 Q. Okay. So don't think I'm asking you a question, you got to say, oh, Mo told me
7 this or John told me that. You have a privilege and if they think it's going to breach a privilege,
8 they certainly can step in and let me know that. So I'm not seeking to get any privileged
9 information. You understand that?

10 A. Yes, sir.

11 Q. Okay. And they're also very good lawyers. If they think another privilege exists,
12 certainly I welcome them to state that and if we need to discuss it before moving forward, we
13 can.

14 A. Yes, sir.

15 Q. Okay. And we don't necessarily have to make a 500-page transcript. If they want
16 to talk to me about something like an objection they have or something that they want, we can go
17 off the record. I don't consider that to be any sort of effort to try and get around a transcript or
18 anything. Sometimes attorneys can argue back and forth for five minutes and you end up with a
19 transcript that's like 600 pages and only about 200 is what you need. So if any of that presents
20 itself, I welcome your attorneys to step in and let me know and we'll deal with it at that point.

21 A. Yes, sir.

22 Q. Because I do know that there are some other privilege claims that you have and
23 I'm not seeking to pierce those. If your attorneys state them and we agree then we can just move
24 on from those questions.

25 A. Understood.

1 Q. So, either one of you guys have anything else you want to clarify?

2 Attorney Jazil: This is Mo Jazil for Ryan Tyson. Mr. VanderGiesen, I would like
3 to make clear for the record that Ryan Tyson is appearing here in his capacity as executive
4 director of Let's Preserve the American Dream with knowledge of his board of directors, as well
5 as in his individual capacity. John Cycon and I represent both Mr. Tyson and Let's Preserve the
6 American Dream. And Let's Preserve the American Dream has directed us to be as co-operative
7 as possible with your investigation, which is our goal.

8 **By ASA VanderGiesen:**

9 Q. Okay. So if you could, describe for me what do you do for Let's Preserve the
10 American Dream and what is Let's Preserve the American Dream?

11 A. First question is I'm their executive director and then Let's Preserve the American
12 Dream is a tax exempt 501(c)(4) founded in 2013.

13 Q. And what is the purpose of the 501(c)(4)?

14 A. In broad terms, it's a social welfare organization. I asked if I could bring my
15 proforma. You have a copy of that with you?

16 Q. I think it was presented to me.

17 A. Okay, good, good.

18 Q. If you want, it might be better top put it in front of you and you can explain it.

19 A. It's okay. He brought a copy. I've got a copy. So, in the specific sense, this
20 organizational narrative is required by the IRS when you incorporate a 501(c)(4). So this
21 organizational narrative is a statement to the IRS of what it is that the organization intends to do.
22 All of these words, I can probably summarize best by saying we do data, a lot of data, both
23 quantitative and qualitative data. Secondly, we do a lot of policy analysis. We have a lot of that
24 coming up soon here with how insurance rates are about to change because of cap fund issues
25 and whatnot. And then the third thing that we are doing a lot of recently is constitutional

1 initiatives, the petition side of things. We research a lot of those constitutional amendment titles
2 and summaries on the policy side of that.

3 Q. And do you have, without specifically identifying any of them, do you have
4 people that are considered members or do they just hire you as clients? What relationships do
5 you have with the people that support what you do?

6 A. Well, they're donors to the organization. Correct. So 501(c)(4)s can take
7 contributions unlimited. They can be from corporate donors. They can be from individual
8 donors. They can be from other not-for-profit (c)(4)s and they're unlimited. And they can
9 contribute to the organization. The IRS, if I recall, because it's been, Jesus, 2013 when we filed, I
10 think they ask you originally if you plan to have like a membership scale. Sometimes you'll have
11 like trade associations that'll give you membership sliding scale. We don't have that because we
12 never really knew what kind of donations to expect when we started. So we do have a range of
13 donations. I'd say sometimes they're small as thousands of dollars and sometimes they get much
14 higher than that. So, make it clear, we don't turn anyone away. People want to contribute to the
15 organization, we want their help.

16 Q. So is your social welfare... I want to make sure I ask it in the right way and you
17 can clarify if I'm not asking you the right way. So does your organization, do you start with a
18 social welfare purpose and then people can decide whether or not they want to support that? Or
19 is it sort of a shifting purpose depending on what kind of support you get?

20 A. I would never say it's a shifting purpose. I think you get in trouble with the IRS if
21 you start having... Just to clarify that. Yeah. I'll tell you this. I'm not a financial professional by
22 trade. I'm definitely not a lawyer. So I rely on legal advice and especially, and with (c)(4)s
23 almost just as important as legal, if not more, is your accounting advice. So I relied on a very
24 wise accountant who helped me set this up. He was very professional and very knowledgeable, I
25 found him, in not-for-profit law, and I'm talking not just (c)(4)s but 36s, all of it. He told me, and

1 I thought it was wise advice when we started and he said, everything that you do needs to point
2 back to this 1024 statement because essentially every year when you file your 990, the IRS needs
3 to look at your activities and see that you're still doing what you told them that you would do
4 whenever you got your tax exempt status.

5 So the way that we try to operate our 501(c)(4) as guided through our financial advisors,
6 our accountants, I guess what you should call them that are specialized in this area of law and the
7 code is to always make sure you're doing what the narrative says. Now there's other parts to
8 social welfare. This doesn't specifically say the phrase constitutional initiatives, but that's what
9 public policy means. And I don't think there's anything more inherently impactful to people's
10 lives than when they go to a ballot and they read a constitutional amendment. So it's inherently
11 social welfare. In fact, in Florida, a little nuance, if you're going to run a constitutional initiative,
12 a citizen petition, you're advised by counsel to file as a 501(c)(4) not as a political committee.

13 Q. I'm not a financial expert. Do you know or did you provide her with a record here
14 today that reflects about how much you guys bring in, I'm going to call them revenues, but it's-

15 A. That's the correct phrase.

16 Q. Per year or years that you [crosstalk 00:11:54]?

17 A. I can't be exact. I mean, the 990s you have had the exact numbers and I don't want
18 to attempt to guesstimate, especially on the record, but the revenues slide. I mean, it depends on
19 what kind of fundraising success we have in a year. It also depends on... COVID was a weird
20 year too. I mean, that was obviously weird. I don't-

21 Attorney Jazil: Tim, if I could interject, some of the papers that you have, you
22 have the most recent 990 that was submitted to the [crosstalk].

23 Q. Is that the 2019 one?

24 Attorney Jazil: Yes. Because the 2020 one is not yet complete. You have a
25 financial statement from the organization as well for the year end 2020. You also have meeting

1 minutes from the board where some of the financials were discussed and you have a copy of the
2 1024 submitted to the IRS that lays out the entity's purpose.

3 **By ASA VanderGiesen:**

4 A. The original filing.

5 Q. So if I could, I appreciate all that. I'll look at the 990. So it says current year
6 contributions and grants. So for the current year, this was filed was 2019 was \$3.2 million and
7 some change, according to what this document says.

8 A. Can I see it?

9 Q. Yes. And then I have the preceding year, which is \$8 million and some change.

10 A. That's not unusual because if you think about it '19 wasn't an election year and
11 then the previous year was.

12 Q. So would those be the numbers that we're looking at, as far as the revenues, the
13 donations that came in for those years? Are those the approximate numbers?

14 A. To the best of my knowledge, yes. Again, I don't want to answer that as the
15 accountant of the organization.

16 Q. No. I just want to make sure I'm looking at the right numbers.

17 A. You are. Yeah.

18 Q. Okay.

19 A. Yes, sir.

20 Q. Okay. Do you know or do you guys figure as part of your status as a (c)(4), do
21 you calculate how much of that is spent on what you guys do to do the social welfare purpose of
22 the...?

23 A. I don't... Well, I think the auditors help us do that. They're the ones that
24 independently look at the organization's activities and then balance it up against the
25 organization's bylaws to make sure that we're still doing that. But is what you're asking, the

1 definition of political activity? Or could you maybe-

2 Q. Yeah, let me ask it that way. Do you guys spend any money on political
3 advocacy?

4 A. Okay. So I'm going to make sure we're talking about the same definitions because
5 the IRS code has a different definition of political activity than common vernacular or
6 [inaudible], whatever word you want to use. So which one are you referring to?

7 Q. I'm referring to actually advocating for or against a candidate for a position.

8 A. I mean, we don't do that. Let me explain that real quick-

9 Q. Let me clarify. You're telling me that Let's Preserve the American Dream does not
10 spend any money advocating for or against candidates during election.

11 A. Oh, let me say that again. Okay. By the definition of the IRS code which-

12 Q. So we just set that aside. You asked me what I was defining it as and I'm asking-

13 A. So then let me think about that.

14 Q. Okay.

15 A. Because I cannot recall a contribution to an entity that says vote for or elect. I do
16 not recall a contribution to an entity that ever says the words vote for or elect. That's how I
17 interpret your question on advocacy. Am I interpreting that correctly?

18 Q. Well, let me just give an example. Have you ever heard of two political
19 committees called The Truth and Our Florida PC?

20 A. In the news, yes, sir.

21 Q. Okay. And other than hearing about them in the news, do you have any familiarity
22 with who initiated them and how they got started, who did the decisions for those two political
23 committees?

24 A. I do.

25 Q. Okay. Who is that person?

1 A. Alex Alvarado started them.

2 Q. Anybody besides him that you're aware of involved in this?

3 A. Not to my knowledge.

4 Q. Okay. What do you know about what Alex Alvarado did with The Truth and Our
5 Florida?

6 A. Mostly just that he started them. I mean, he had some PC chairs. I don't really
7 know any specifics.

8 Q. Do you know where the money came from that went into those two political
9 committees?

10 A. Into the two political committees you just mentioned?

11 Q. Mm-hmm (affirmative).

12 A. I believe Grow United.

13 Q. Okay. And do you know where Grow United got the money that they put into
14 those two committees?

15 A. Well, we've been a contributor to Grow United, but I believe also there's been
16 multiple others that I read in the news too.

17 Q. Okay. Do you know who made the decision to transfer money from Let's Preserve
18 the American Dream to Grow United?

19 A. There was no decision to transfer. That's not the right word. I, as executive
20 director, made the decision to make a general contribution to that committee.

21 Q. And when you made the decision to make the contribution, who directed actually
22 the logistical part, who directed the money to go out of your bank account and into Grow
23 United's bank account?

24 A. I think I just answered that, didn't I?

25 Q. You said you made the decisions to do it, but I'm asking who actually notified the

1 bank to transfer the money.

2 A. Well, under our bylaws, the way that it works is, I don't have signing authority on
3 the account so as executive director, under the bylaws, I have the ability to tell the accountant
4 that we would like to make this contribution and then she is the one that notifies the bank. I'm
5 trying to answer your question technically, the way you're asking it.

6 Q. Do you know how many times that money was sent from a Let's Preserve the
7 American Dream account to a Grow United account? You know how many times that was done?

8 A. I think it was two.

9 Q. Okay. Both times was that done on your direction?

10 A. Yes, sir.

11 Q. And what was your intention that the money be spent on when you did that?

12 A. Well, the intention was as a general contribution to support their general purpose
13 mission because if I would have told them how to spend it directly, I would have had to classify
14 it as what's called a grant. Because when you tell a not-for-profit, whether it's a (c)(3) or any
15 other, as I've been advised running this organization for some time, my accountant professional
16 has told me that when you tell an organization how to spend money, you have to classify that as
17 a grant. When you make a contribution to an organization in support of its general purpose
18 mission, they can do whatever they want to with it.

19 Q. Okay. So when you made that direction, who was the person who directed to
20 actually do the funds transfer, wire, or whatever you call it? Who's the accountable that actually
21 did the work?

22 A. Can you repeat that?

23 Q. You indicated that you made the decision which would have caused you to direct
24 somebody to have the money sent. You said that the money was sent twice. Who was the person
25 that you said, "Hey, call the bank, or however you do it, and have this money sent to them."

1 A. Oh, you're asking who our accountant is that has the signing authority?

2 Q. I'm asking this question. You said that you would not actually, or deduced that
3 you were not actually the person that will logistically initiate the funds movement.

4 A. Because I don't have signing authority.

5 Q. And who is the person that does?

6 A. That's the treasurer of the organization.

7 Q. Okay. What's their name?

8 A. His name is Michael Bjorklund, or the, I use the generic term CFO or our chief
9 accountant. That would be Allison Harrell in 2020.

10 Q. What's the last name? Harold.

11 A. Harrell. I'm assuming it's spelled H-A-R-R-E-L-L. I don't remember exactly.

12 Q. Okay.

13 A. So, the organization when... Can I explain? When the organization's bylaws, they
14 wanted to make sure that the ED didn't have signing authority. That was just the standard. Bob
15 McRae, our original CFO, said it's not a good practice. So the signing-

16 Q. But you made the decision that money was going to-

17 A. Yes.

18 Q. Okay. Who did you speak to before making that decision that caused you to
19 decide that? How did you know what Grow United's social welfare was and how did you-

20 A. Oh, I spoke to Jeff Pitts.

21 Q. Okay. And what did Jeff Pitts tell you?

22 A. He said they had a new organization that they were starting. They were going to
23 be in the center left space.

24 Q. What's that mean?

25 A. Center left, meaning in terms of the issues and on the social welfare sphere that

1 they were going to get into, it was going to be from the center of the spectrum to the left of the
2 spectrum. So, for example, there's social welfare organizations that only focus on electing or
3 supporting African American issues. Those typically are center left. I use that as an example.
4 And in the COVID year, if you can think about what last year was like, we didn't get a lot of a
5 chance to do a lot of our field programming that we would typically do, knocking on doors, voter
6 registration, encouraging people to turn out to vote, that sort of thing. So we had some money.
7 We made a contribution.

8 Q. So give me your best recollection of the content of the conversation that you had
9 with Jeff Pitts that caused you to want to send the money to Grow United.

10 A. Well, as best as I can recall, I called him up and I said, "Do you have any social
11 welfare groups that are interested in working on issues that are amenable to my organizational
12 narrative? Are they interested in supporting other interests in other committees around the
13 country, in Florida specifically too, that would focus purely on the center left spectrum and on
14 issues that are center left?" And he said he did. So we said we'd be happy to support them.

15 Q. So you guys are sort of, and correct me however you want, you're sort of party
16 neutral? You support social welfare regardless of the party-

17 A. I think the proper way to answer you're not supposed to partisan. So, issues can
18 unfortunately become partisan, obviously. So that's what I find happens a lot. When you're in a
19 state like Florida, a blue state like Colorado or a red state like Arizona, any of these places, the
20 issues typically kind of move you to one side of the spectrum.

21 Q. What was it that he said about what they were going to do with the money that...
22 Let me back up. Do you recall how much money it was that you sent in the two?

23 A. I think, and I haven't went back and double-check anytime recently, I think it was
24 \$1.2 million but that's as best as I can recall.

25 Q. Okay. And do you recall what, specifically, he said that got you to that amount,

1 that specific number?

2 A. I mean, we had room to donate. We were being supportive of that organization.
3 They did tell us they were just starting up.

4 Q. Did you know who was running the organization?

5 A. Jeff.

6 Q. Jeff?

7 A. Well, that was my understanding. It was Jeff Pitts.

8 Q. That he was running Grow United?

9 A. That was my understanding.

10 Q. Okay. Have you ever heard the name Richard Alexander?

11 A. In the news I have.

12 Q. But you don't know that name otherwise?

13 A. No, sir. If I may for a second, it's not uncommon to not know the chair of an
14 organization. It's typically the people who run the organization that I would deal with. So I've
15 worked with a lot of c4s across the country. And I typically deal with EDs. I wouldn't typically
16 call the chair, or whatever you call it, the president.

17 Q. Okay. And do you recall what year it was that this money was sent to Grow
18 United?

19 A. I thought it was last year. If I recall, it was last year.

20 Q. Okay so that would've been during a presidential election year.

21 A. Yes, sir.

22 Q. So that's probably a pretty big year for your business, right, presidential election
23 year?

24 A. Yes, sir. Every election year is very, very busy for us.

25 Q. Now, you indicated that, I think you said something about not supposed to

1 partisan. c4s are allowed to advocate for or against candidates and positions, right? Like you
2 have an interest as an organization for decisions to be made a certain way. So you're allowed to,
3 like when you do spend money, you can support a candidate. You can be for or against a
4 candidate. Right?

5 A. I got to step back and explain. Where you're at requires some explanation.

6 Q. Okay.

7 A. So if you step back and kind of look at the big picture, as I have been guided by
8 my counsel, and when I say counsel I mean attorneys, IRS people, they say that the general rule
9 of thumb with a 501-C4 is you want to make sure that no more than 50% of your activity ever is
10 overt political, as defined by the IRS. Which would be candidate support, right?

11 Or the trigger words, "vote for" or "elect." So as a practitioner and as the organization's
12 ED, I would tell you how I would answer your question is, I would say you're technically correct
13 that nothing prohibits a 501-C4 from doing it, whether it be an IE or a direct contribution to a
14 527, nothing prohibits them from doing that. But they just need to make sure it's not more than
15 half of their business or they jeopardize theirs. So you're correct, it's not unlawful, but-

16 Q. Mm-hmm (affirmative). So let's break off to the other end of this equation for
17 second. Mr. Alvarado.

18 A. Mm-hmm (affirmative).

19 Q. At what point or how did you ever become aware or did you ever become aware
20 that the money that he got for Our Florida and The Truth came from [inaudible] money?

21 A. At what point did I become aware that he got...

22 Q. That the money he spent...

23 A. I think the first time I saw it there was a political article from, the best that I can
24 recall was the first time I read about it. I was really, really busy in October, November,
25 December, or no, actually technically be September, October, November. I was very focused on

1 the projects I was working on last year. To the best of my recollection. It was, that was when I
2 read about it.

3 Q. How would you describe your relationship with Alex Alvarado?

4 A. He's a subcontractor of Let's Preserve the American Dream.

5 Q. Is he a friend?

6 A. I don't like calling the subcontractor a friend. I don't know that that's appropriate.

7 Q. Right. So you don't socialize with him outside of business purposes?

8 A. Well, I actually, we do lots of social outings with all of the people that are
9 subcontractors so I can't say that either. I mean, we have plenty of social, social interaction kind
10 of helps everybody work better together.

11 Q. Okay. So were you aware that he was doing any work in a relationship to the
12 Senate 37 and Senate 39 races last year?

13 A. Yes.

14 Q. Okay. And what were you aware of?

15 A. I just knew he was raising money into a committee.

16 Q. And what did you know the purpose of the committees to be?

17 A. Best as I can recall, I knew he wanted to do an independent expenditure in those
18 races.

19 Q. And what does an independent expenditure mean?

20 A. An independent expenditure allows a 527 to expressly advocate for the election or
21 defeat of a candidate. And they're able to use those words because they are being made
22 independent of a candidate. So because there's no coordination with the candidate an independent
23 expenditure committee can say the buzzwords vote for Tim VanderGiesen.

24 Q. Okay.

25 A. But if the independent expenditure committee coordinated with Tim, that would

1 be a violation of the rules.

2 Q. Okay. That would be basically an excessive donation. Right? The theory is, is
3 that...

4 A. That's correct. Technically you would be right.

5 Q. You're coordinating with a candidate, then you're limited to the thousand dollars
6 or whatever the limited is. Right?

7 A. Correct. But these PCs now are making like their non candidate activity words.
8 They're kind of muddying everything.

9 Q. Okay. So did you know anything about what Alvarado wanted to support with the
10 independent expenditures? Do you know like...

11 A. I knew he was supporting those candidates. Yeah.

12 Q. Which ones? Which candidates?

13 A. The independent candidates.

14 Q. The independent candidates.

15 A. Technically, I guess the NBA candidates.

16 Q. Okay. And how did you know that?

17 A. Well, I mean, I, I, I see them from time to time. I mean, I knew was aware of what
18 he was doing.

19 Q. Okay. And why did you understand that you wanted to support the independent
20 candidates?

21 A. I mean, the best I can recall is I just heard him talking about it.

22 Q. Okay. But, okay. So when you said you knew he was doing it, you happened to
23 overhear him just saying,

24 A. No, let me, I don't want it to characterize that way.

25 Q. Let me just tell you what sort of what our goal is.

1 A. Yeah.

2 Q. So you know who Frank Artiles is, right?

3 A. Yeah.

4 Q. Yeah. And how do you know him?

5 A. He used to be a subcontractor of our organization.

6 Q. When was the last time he was a subcontractor of your organization?

7 A. Do we have the letter? Is it over here? Did you turn it over to him? Oh, I think it
8 was April. When he, when you indicted him, we terminated our contract.

9 Q. Okay.

10 A. Or you arrested him? I don't know what the proper phrase is.

11 Q. So prior to that, he'd been a contractor for you guys for how long?

12 A. Since 2017.

13 Q. You're aware that he was arrested for basically putting up a strong candidate in
14 one of the Senate races in Miami.

15 A. I'm aware.

16 Q. Okay. Are you aware that that candidate's name was Alex Rodriguez?

17 A. Through the news. Yes, sir.

18 Q. Alex Rodriguez also is the independent candidate that Alex Alvarado spent
19 money and supported. You aware of that?

20 A. Yes.

21 Q. About how much a year does your organization pay Alex Alvarado as a
22 contractor?

23 A. I'm going to have a hard time approximating that because remember if his
24 contract, I know what his contract's for. His contract's for 4,000 a month.

25 Q. Mm-hmm (affirmative).

1 A. But the way that the 990s work, if you get like reimbursements for expenses or
2 travel or anything like that it's reported in the 990 as, as overall. I forget how it's worded. So I
3 that's why I can't approximate. I know what his contracts worth.

4 Q. Okay.

5 A. 4,000. But I don't know what his expenses, I can't estimate what the total number
6 in a year would be.

7 Q. Okay. So now you and I agree that Frank Artiles has been charged with making
8 excess payments to a strong candidate in a Senate race. Right? You agree that you've at least read
9 that in the news.

10 A. I've read that. Yes, sir.

11 Q. Now, you're discussing your testimony issue you knew nothing about that, right?
12 So let's go ahead and get this.

13 A. No, no, no. I'll tell you straight up. We knew nothing about it. And I could like to
14 say on the record, the day that I found out about all of this, I will tell you how it happened.

15 I was coming back from somewhere day after the election and Mr. Alvarado called me
16 and he said. I was on another call, didn't take it. He called me back. I took it. I said, is everything
17 okay? And he said, are you seeing what the Miami Herald is reporting? And I didn't know what
18 it was. And he said, the news is reporting that Frank was bragging at a bar. Apparently that he
19 supported, I don't remember the exact words from the news, but he told me about it. And I said,
20 that's a problem.

21 Q. Okay.

22 A. We didn't know about it, but we didn't feel it was appropriate to terminate him
23 until.

24 Q. Why?

25 A. Because we weren't sure what was true. We felt, well, how do I say... Can I ask

1 how do I, I don't, I don't know, I was advised.

2 Q. Well, you guys need a break?

3 Attorney Jazil: Let's take a little break. Yeah.

4 ASA VanderGiesen: You want this room? Or can you guys go to another office?

5 Attorney Jazil: We can go to another.

6 ASA VanderGiesen: We have nowhere else to go. We can go.

7 [Off the record 12:30pm]

8 [On the record 12:36pm]

9 **By ASA VanderGiesen:**

10 Q. Okay. I think the last question I have was why you did not terminate Mr. Artilles

11 earlier, when you found out that he was accused of putting up the strong candidate.

12 A. I asked counsel the best way to handle the situation. And I was advised by counsel
13 not to take action until there was a cause. Like she didn't want me doing it just on allegation. So
14 once your office acted, that's when my board actually took the action. We've never had that
15 happen before. So it was advised to take it very cautiously.

16 Then the letter should be, I think we turned that we gave him that termination letter. I
17 don't know if we did, but I have it.

18 Q. So at the point that Mr. Alvarado and you had a conversation about Mr. Artilles
19 was bragging about what he'd done with the candidate or whatever, how much did you know
20 about what Alvarado had done in support of the candidate?

21 A. Oh, I knew Alex was supporting the candidates. I mean, he would ask me
22 questions about how best to target down there. Hypothetically, you know, what's the best mark,
23 what's the best targets, what's the best groups, that sort of thing. But I, again, I wasn't around him
24 last cycle. I had business that had taken me to a lot of other places. So I knew he was doing it.
25 And I knew the day that I was made aware of that article. I was like, and I told him, I was like,

1 they're going to think that you're tied into this.

2 Q. And that's because Artiles is getting paid by Let's Preserve the American Dream.
3 Alvarado's getting paid by Let's Preserve the American Dream.

4 A. Yeah.

5 Q. And money's coming from a same source that Let's Preserve the American Dream
6 is sending money. Did you ever have a conversation with Alvarado and say, hey, listen, where
7 did the money come from, that you, that you spent on those independent candidates?

8 A. I told you earlier I knew it came from Grow United. There was a story about it.
9 And I knew, I actually had told Grow United that Alvarado would probably call them and ask,
10 raise money.

11 Q. But who did you tell?

12 A. I told Jeff.

13 Q. So did you tell him that Alex Alvarado would just call him to raise money? Or
14 you told him as the guy you knew that was affiliated with Grow United, that Alex would
15 probably call based on Grow United.

16 A. I knew that they had, they were going to be supporting candidates. They might be
17 somebody who would call.

18 Q. And is it, I'm sort of asking your opinion here? Is it your opinion that the
19 independent candidates that Alex Alvarado was supporting that they're, what do you call it?
20 Center left or whatever, or left center, whatever you call it, you said that the money that was
21 going to Grow United was for...

22 A. Center meaning they weren't Republican or Democrat is what I, that's what I
23 meant.

24 Q. And is that why you think that Alvarado was supporting them? Because that was
25 what he was interested in? I don't follow.

1 A. I don't want to make a guess on why.

2 Q. Are you aware that he was spending that money and supporting them in an effort
3 to draw votes away from some of the other candidates?

4 A. I don't know that that was what his effort was for.

5 Q. Okay. You don't know that to be true?

6 A. I don't know what his intent was. I don't, well, I'm disagreeing I don't know that
7 his effort was to draw votes away from candidates. I mean, in this truest sense, almost very soon,
8 the largest party in Miami Dade will be independent. So I, I don't know. I can't testify to what his
9 intent was to do that.

10 Q. Okay. You've never had a conversation with him about what happened to know
11 whether or not he actually sincerely supported the independent candidates or maybe was using it
12 to try and foil somebody else's opportunity? You don't know? You've never had that
13 conversation? You have to answer out loud.

14 A. Oh, sorry. No, sir. I didn't ask him his intention of why he was doing that.
15 Whether it was to support the independent candidate, but he's never, ever told me that his
16 intention was to take the, I don't remember your phraseology.

17 Q. Oh, that's fine. No, that's fine. The reason I ask is because are you familiar at all
18 with who the candidates were? They haven't been a candidate?

19 A. No.

20 Q. Okay. So you're not familiar with the fact that they,

21 A. Well, I know from news reports.

22 Q. Right. That they themselves didn't put any of their own money in it to it didn't do
23 any campaigning didn't appear to have actually any interest in running for office. Are you aware
24 of that or not at all?

25 A. From the news. So yeah, I'll say that part of what I do on another one of my

1 contracts is I do what are called candidate interviews for clients. So I meet a lot of candidates
2 that are running for public office around the state. Republicans, Democrats, independents, quite a
3 process in the COVID year, because they all had to be zoomed. But part of what we also do is
4 look at analysis of districts and whatnot.

5 And I saw those candidates that were in there. And I said, it'll be interesting to see how
6 these races play out. I told many people this. I said, because typically those are the candidates
7 that'll end up spoiling it for one of them. I mean that's, if you've been around Florida politics, you
8 know that third party candidates can do that. It goes far back as Ross, Perot. I mean it's just a
9 thing here in Florida.

10 Q. Okay.

11 A. Candidates don't even end up, I mean, we've done studies at Let's Preserve the
12 American Dream about independent candidates and you know, in highly polarized environments
13 they barely get any votes and, and environments where the negatives on both candidates are
14 very, very high. They tend to get a lot more votes, that sort of thing.

15 Q. But your testimony today is you're not aware of what Mr. Alvarado's intent was
16 when he used the \$550,000 to support the independent candidates.

17 A. I don't recall hearing him telling me his intent.

18 Q. And your testimony is that you weren't aware at the time where the money was
19 coming from, that he was using.

20 A. Can you say that one more time?

21 Q. When the money, when he got the money, the \$550,000 for the two political
22 committees, at that time, you were not aware or not following what he was doing. You weren't,
23 you didn't know he got the money. You didn't know where the money?

24 A. No, I assumed he would end up calling Grow United.

25 Q. But did you know, when that happened, when he got the money in October.

1 A. I don't know when he got the money. I don't. When did he get it?

2 Q. October. I'll give you the dates. ... these are marked up all good. Going through
3 so many records, bear with me. Sorry. I don't know why. Okay. So here I'll show you what I
4 show marked as exhibit A.

5 **[Whereupon, Exhibit A was entered into the record]**

6 Q. What I show on exhibit A you'll see I highlighted the transaction on 9/29 where
7 \$600,000 is wired in from Let's Preserve the American Dream into the account for the BBVA
8 account for Grow United. Take a look at the highlighted one. Tell me if you see, if you don't
9 know what it is, you don't have to just tell me that you see what I'm pointing at.

10 A. Yes, sir.

11 Q. Okay. Now I'm going to show you exhibit B.

12 **[Whereupon, Exhibit B was entered into the record]**

13 A. You mind I look over?

14 Q. No, of course not. I'm don't take a look. I'm not going to ask any questions yet.
15 First, I'm just going to ask them to take a look. Exhibit B is a check on 10/2/20 for \$80,000 to
16 The Truth. Exhibit C, a check on 10/2 of 20 for \$220,000 to Our Florida exhibit, what is that, C,
17 exhibit D is a account from BBVA, Grow United.

18 **[Whereupon, Exhibits C & D were entered into the record]**

19 A. What is BBV ...? Is that the bank?

20 Q. That's the bank. That's called BBVA. It's scrutinized account. Well see, I
21 highlighted three transactions on here. 10/2, 10/2. First one is for 150,000 to Our Florida PC.
22 The second one is to The Truth PC for 100,000 dollars. And the third thing I have out on 10/8 is
23 another transfer for Let's Preserve the American Dream for 275. So you'll see from what I'm
24 showing you, that Let's Preserve the American Dream transferred in \$600,000 which is reflected
25 on the first exhibit on 9/29. Then on 10/2, 550,000 dollars went out of that Grow United account

1 550, which is 80 plus 220 is 300 plus 250 is 550. So on 9/29 money that you authorized
2 \$600,000 from Let's Preserve the American Dream goes into that Grow United account within a
3 few days. September's only got 30 days. So 30th first, second, within three days, two checks are
4 written and two transfers are made in the amount of 550,000 dollars out of Grow United into the
5 two political committees that were controlled, created and controlled by Alex Alvarado. Do you
6 see, you don't have to, to tell me that you recognize the transactions, but do you see the
7 transactions that I'm speaking about?

8 A. Yes, sir.

9 Q. Okay. Is it your testimony that you did or did not know that the money that Alex
10 Alvarado received for The Truth and Our Florida came from Grow United, that you knew it at
11 the time it was being done. Did you know on October 2nd, did you know that Grow United was
12 sending Alex Alvarado's two political committees \$550,000?

13 A. That they did it on those days?

14 Q. Yep.

15 A. I don't recall... I don't recall the days that they did it.

16 Q. Did you know that it was done within a few days of you authorizing \$600,000 to
17 go to Grow United?

18 A. I don't recall the timing. No, sir.

19 Q. Right. So it's your testimony that in your mind, you did not authorize the money,
20 the \$600,000, to go to Grow United so they can then turn around and send it to Alex Alvarado's
21 two political campaigns?

22 A. That's not my testimony. It's a contribution. I mean, I can't tell them how to spend
23 their money. I don't have the ability to restrain how they spend their funds.

24 Q. Did you know when this \$600,000 was sent to Grow United, that it was going to
25 that 550,000 of it was going to go to Alex Alvarado's two political committees.

1 A. I had a hunch they'd help them.

2 Q. Give me with what certainty your hunch was? I mean, it's within three days.

3 A. Sure. [crosstalk].

4 Q. I mean, it is just a very large coincidence or did you know that-?

5 A. I'm not testifying it's a coincidence. I knew they would likely be supportive, but I
6 also didn't know when, I mean, we made other contributions to them as well. We were
7 supporting a lot of what they were doing.

8 Q. Is your testimony then it's just a very large coincidence that, that money, that
9 \$550,000 that went out of Grow United and into those two political committees, coincidentally
10 supported the two straw candidates that, that Frank Artiles created or supported?

11 A. There's a lot there. Can you ask that one more time?

12 Q. I said, is it just a coincidence that the \$550,000 that went to the two political
13 committees; Is it just a coincidence that they also happen to go to support the two independent
14 candidates that were being supported by Frank Artiles?

15 A. I don't understand how, what Frank has to do with your question. So I'm not sure
16 how to answer it.

17 Q. Frank Artiles is charged with paying in excess of \$40,000 to a straw candidate
18 called Alex Rodriguez.

19 A. I did not know that.

20 Q. Okay. Alex Rodriguez received the... Alex Rodriguez campaign was supported by
21 the political committee, created by Alex Alvarado that appears to have been funded by Let's
22 Preserve the American Dream.

23 A. We definitely supported Grow United. Grow United, from what the document
24 you're showing me, is who supported the committees, if I'm reading this correctly.

25 Q. Supported the committees that supported these who, straw candidates?

1 A. That's incorrect. I wouldn't call Grow United a committee. It's a 501c4.

2 Q. Grow United is the 501C4 that supported the two committees that supported the
3 two independent candidates.

4 A. My testimony is Let's Preserve the American Dream supported the 501c4 that
5 clearly supported, not just those, the candidates that you're mentioning. I don't remember their
6 names, but also lot of Democrat work in Florida that I have found out later as well.

7 Q. Who did that?

8 A. The Grow United, they made lots of political contributions based on what I've
9 read in the press in Florida to Democrat groups.

10 Q. Okay. But don't you agree that it appears that your money from Let's Preserve the
11 American Dream got to rerouted it to Alex Alvarado?

12 A. I don't like that phrase rerouted. I think the appropriate phrase is that it looks like I
13 made a contribution. It looks like I was the first one that they had, and it looks like they made
14 contributions to two political committees. I would use the phrase contribution.

15 Q. But your testimony is that you didn't know with certainty, that the money that you
16 gave, that you donated to Grow United, you did not know with certainty at the time that that
17 money was in turn, going to go to support the two political committees run by Alex Alvarado.

18 A. I assume they'd probably be supported if Alex called, but I had no way to know if
19 they actually would. Because once I make a contribution to an entity, I lose control of how they
20 spend that money.

21 Q. So can you tell me, why did your company, Preservation Association
22 Management, receive some of the money that went to these two political committees?

23 A. Say that one more time.

24 Q. I'll just show it to you. [inaudible] Let me show you- what exhibit are we on? E?
25 Exhibit E. Exhibit E is a check from Advanced Impression dated 10/26/20.

1 **[Whereupon, Exhibit E was entered into the record]**

2 A. That's what you're talking about.

3 Q. For \$26,500 made to Preservation-

4 A. Yes, sir. [crosstalk]

5 Q. -Association Management. I'm going to show it to you. Do you recognize-?

6 A. Now, when you said the committees, I was like that confused me. I know what
7 this is.

8 Q. Okay. What is it?

9 A. So the interesting thing about this is the first time I heard about this, that I recalled
10 was calls from reporters. All of a sudden I got phone calls from two reporters, from two news
11 outlets, who said you got money from the printer that did the work in this. And it truly threw me
12 off. I didn't remotely remember what they were talking about. So I went back and looked on my
13 own records and what I had in my records was, and I don't know, are you allowed to tell me the
14 name of the gentleman? I don't know who is that runs this, I don't know his name.

15 Q. It's Alex Alvarado's step-father.

16 A. I know that, but I don't know his name. What's his name?

17 Q. [inaudible] Rodriguez.

18 A. So I don't know Mr. Rodriguez, but I read in the paper that he calls this a quote,
19 referral fee. My invoices said it was for mail consulting. So, and I got it. It was an invoice that I
20 sent and well, it says note 11/5 here. My record showed us depositing it on like 11/4 or
21 something.

22 Q. So what do you recall? What consulting did you do for him?

23 A. Well, if you recall from earlier in my testimony, I told you that I do recall Alex
24 asking me for targeting advice on how he would target those districts.

25 Q. Okay. How did you figure out what the fee was?

1 A. What do you mean?

2 Q. Like the amount in the check?

3 A. I don't have a clue. I do not recall at all.

4 Q. Okay, so your testimony is if I follow it, I think you're deducing it or you're
5 suggesting that you're deducing it is that Grow United sent \$550,000 to two political committees
6 that were created and being run by Alex Alvarado. In turn, you received \$26,500 for services you
7 did related to those committees.

8 A. It's what I recall. Yes, sir. If I may also add, when I read about this in the paper, I
9 hadn't... I did not even remotely remember it because that's just how busy the cycle was. In fact, I
10 didn't remember the dates or any of this stuff. This was not that big of an issue that was going on
11 in my world at the time.

12 Q. Do you know a person named Hailey Defilipps?

13 A. No, sir. I don't know her person, but I've read about her in the articles.

14 Q. Okay. Did you know anything about her participation with the political
15 committees that were created by Alex Alvarado?

16 A. Not directly. Only what I've read in the newspapers.

17 Q. Have you had any conversations with Alex Alvarado about those... about her?

18 A. I've asked him about it after I've read some articles about it.

19 Q. Oh, what did he say?

20 A. I don't recall. I mean, I asked them who is this? I mean, if I can give you some
21 context, the amount of misinformation I feel has come out of the press has been... it's may have
22 raised a lot of questions for me too. I don't understand what the press is. They're kind of
23 reporting what appears to be half of a story. So I would ask them questions about it. I don't recall
24 who she is. I get confused on who she is versus someone else. So I don't recall our exact
25 conversations, but I've asked him who she was and he told me she's one of his chairs.

1 Q. Now, what half of the story do you feel hasn't been reported?

2 A. Well, I, it, I feel the, the half-

3 Attorney Jazil: You know, I'm going to ask you not to talk about what you
4 feel the press did or didn't report.

5 **By ASA VanderGiesen:**

6 A. I don't have an answer on what I feel the press hasn't done. It'd be the press... I
7 probably shouldn't answer that question that way. I leave it at that.

8 Q. Do you have any proof or disproof that Hailey Defilipps was paid by Alex
9 Alvarado to be the what's called a chairperson of a committee. Do you have any proof or
10 disproof for that?

11 A. I have neither.

12 Q. Okay. Do you know the name Sierra Olive?

13 A. Only in the papers.

14 Q. Okay, and what do you know from the papers?

15 A. She was apparently a chair of one of the PC's.

16 Q. And did you talk to Alex Alvarado about that?

17 A. Again, I asked him if it was accurate, what the press was reporting.

18 Q. That would be, sir?

19 A. Yes, she was the chair.

20 Q. Okay. So he said the press was reporting accurate? That's what he said. I'm not
21 asking your-

22 A. He never said those words.

23 Q. Okay.

24 A. I don't believe he's ever said that the press is reporting this accurately.

25 Q. Do you know Andrea Roca?

1 A. Name is vaguely familiar.

2 Q. Okay. It's for a political committee called Liberate Florida.

3 A. Okay.

4 Q. That's not familiar? It's not as familiar-. [crosstalk].

5 A. I've heard about the other two. I don't know. I've heard of Liberate Florida, it's a
6 political committee.

7 Q. Other than... What's the gentleman's name that you said that you need to be
8 affiliated with Grow United. Jeff, is it Jeff? Yes, Jeff Pitts. Other than Jeff Pitts, have you talked
9 to anybody else about the money that was sent to Grow United?

10 A. Our contribution, you mean?

11 Q. Yeah, contribution. [inaudible]

12 A. I don't recall. Not off the top of my head, but I, as a caveat again, it's been a year
13 since all of this happened.

14 Q. So since you characterized the money that was sent to Grow United as a
15 contribution, were there any conditions set on the use of the money?

16 A. As I said earlier, if I would've set conditions that I had to have given it as a grant.

17 Q. There's no sort of documentation as to that money being budgeted for anything
18 specific or any request for approval from your board or anything like? You yourself alone, made
19 decision to make that cost to contribute that money. Did you ask or talk to anybody prior to
20 doing that?

21 A. When you say ask, do you mean?

22 Q. Did you have to ask your board? You have to ask anybody affiliated with your
23 agency? \$600,000 may or may not be a lot of money, it is in my world, but it may or may not be
24 in some of these worlds. So were you required to get anybody's approval for donating 600,000,
25 contributing \$600,000 to Grow United?

1 A. I was not. No, sir.

2 Q. So you didn't talk to anybody to, consult with anybody about that?

3 A. It's not required under our bylaws.

4 Q. That's not what I asked. Did you consult with anybody prior to approving that?

5 A. Not that I recall.

6 Q. So how were you approached by Jeff Pitts?

7 A. I don't remember. I think I've had testimony earlier was that I approached him.

8 Q. Oh, okay, I'm sorry, you had this right. You approached him. So who else did you
9 approach besides Jeff Pitts about contributing money? What other organizations?

10 A. You talking about in 2020 or?

11 Q. Around the same time, yeah. This money was transferred on September 29th. So
12 you indicated when I asked you what caused you to do it was you, using my words, is that you
13 had money to give, right? So besides Jeff Pitts, who else did you reach out to, to find out if you
14 could contribute or donate them a grant money?

15 A. I don't remember the organization's names off of the top of my head, but I do
16 remember making contributions to other social welfare organizations. I believe one was, and
17 now I'm recalling as best as I can, but there were others that we made around the time. I just
18 don't remember their names off the top of my head.

19 Q. Did you have to reach out to those people to find out if they had a need for the
20 money?

21 A. I don't recall exactly, but sometimes they come to me and ask for support.
22 Sometimes we'll call them and ask for support.

23 Q. What made you decide or how was it decided that the first amount was going to
24 be 600,000 to go to Grow United?

25 A. I don't remember.

1 Q. And it looks like on these exhibits that there was a second transfer of 175 on
2 October 8th.

3 A. I think I do remember this now. I do recall. I think I remember agreeing to raise
4 them the total funds, but I said I would have to split it up. I'd have to raise it to them over a
5 period of time. That's what best is I recall.

6 Q. So did you have to go get that money from somebody else or you already had it
7 available?

8 A. No, we had cash on hand. I just didn't wire seven figures at once.

9 Q. Okay. And the best recollection was they ended up being over 1,200,000?

10 A. That I can recall, but I do not remember the exact amount.

11 Q. And you don't remember how you came up with that as the final amount?

12 A. No, sir.

13 Q. And it was not your intention that those monies be spent on political advocacy,
14 that accurate?

15 A. I believe what I testified earlier was that it was my hope that they would be in
16 support of center-right issues. Center-left, sorry, issues.

17 Q. Are you aware that Mr. Alvarado used PO boxes as the addresses for the two
18 political committees were talking about, the Truth and Our Florida? Are you aware of that?

19 A. Not really.

20 Q. Are you aware of why he chose Ms. Defilipps and Ms. Olive as chair-people?

21 A. No, sir.

22 Q. Have you yourself ever opened political committees?

23 A. I used to.

24 Q. Used to? And is there a reason that you would seek out people that aren't really in
25 the political community to act as chair-people? For example, Ms. Olive And Ms. Defilipps said

1 they weren't involved at all, they didn't make any decisions. They received a thousand, a couple
2 thousand bucks, and they were just asked to basically sign some documents and they didn't file a
3 report or anything like that. Based on your experience I'm really asking you to kind of opine
4 what would be the value of involving those people as chair people on political committees?

5 A. I mean, if I'm opining, I mean, and I don't want to divine his intention or theirs, I
6 don't speak for them at all. But what the situation you just described happens in 90% of the PCs
7 I'm aware of.

8 Q. No, I... That's the question-

9 A. See that's why I don't know how to divine why people do that.

10 Q. Well, if it happens in 90% then-

11 A. That may a high number, I'm sorry, probably 70 or 60.

12 Q. If it happens at that amount then a person of your experience should, I would
13 think it would easily be able to explain to me what the purpose of that is. Since it happens so
14 often, why?

15 A. I would say it's because the law doesn't give any clear guidance on who is
16 supposed to be chairs of 527 political committees. The law just says it shall be a person. And it
17 doesn't tell you that they have to have any qualifications to my knowledge.

18 Q. Right. But why? Back to it, why wouldn't somebody like, yourself or Alex
19 Alvarado, just make yourself the chairperson if you're going to do all the decision making, raise
20 all the money, and file the reports? Why would you even choose a third person at all, let alone
21 somebody that has no experience or knowledge of this? I'm asking... I understand you could say
22 well but everybody does it, but that's not answering my question and the law doesn't give
23 guidance does not answer my question. My question is somebody with your experience, why
24 would you not just be the chairperson?

25 A. Well, why I would not be the chairperson is because, and nothing that the

1 committee ever tried to do, it would never be about the message. It would never be about the
2 obligations of the, or the mission of the, the work of the contributions. It would be, oh, look at
3 what Ryan Tyson's doing. That's what it would be for me.

4 Q. Oh, because of you're a stature.

5 A. I just feel like they would just focus on that. That's my opinion. I feel like stature
6 is a word meant for people that are much higher in the world than me. So I don't like that word.

7 Q. Well, I mean, you have significant stature in this industry, right?

8 A. I feel like I've worked hard to earn a good reputation, but I don't know how you
9 describe where my stature is.

10 Q. I just think you indicated because of who you are that would take away from the
11 actions, it would draw attention to just you or your name rather than the purpose of- [crosstalk].

12 A. For me, I feel like it would be that.

13 Q. How many different entities does Let's Preserve the American Dream makeup? I
14 feel like we found some record that indicated that there was once Let's Preserve the American
15 Dream and then it takes to like an Inc., or something like that. Can I talk to you about that?

16 A. Yeah. It confused the press too, I found.

17 Q. I mean, I don't work for the press, but if you could explain it for my purposes, it'd
18 be great.

19 A. I will. But sir, I say the press because I'm learning so much of all of this stuff
20 through the press and it's confusing. So if you'll notice on the 1024, the organization was
21 originally called Associated Industries for America's Future. We had a... There was a... the C4
22 decided to create a 527 called Let's Preserve the American Dream. And then that was the entity
23 that would attempt to raise funds to do activities out of that 527.

24 The chair, original chair, of Associated Industries for America's Future was a gentleman
25 by the name of Tom Feeny, former Congressman who ended up becoming very public on

1 former Governor Bush's campaign for president in 2015. And when he did that, I told him that
2 probably wasn't a good idea for him to be so overt. As you know, helping elect a candidate for
3 president we're trying to start the C4. So he agreed. So that was when he moved out as chair and
4 then the organization felt it was probably best change the name so it didn't look like the
5 Association at the time. So we changed it to Let's Preserve the American Dream and we closed
6 the political committee. I think that's why there's been confusion. The committee was shut down
7 that I can recall a long time ago.

8 Q. That makes sense. How much did Frank Artiles get paid by your organization?

9 A. I believe, if I recall his contract was for 5,000 a month.

10 Q. To do what?

11 A. He was a consultant. So back to the mission of the organization. We do data,
12 right? Quantitative and qualitative. Best way to explain that is that, and I feel like what people
13 like about our organization is anyone can do a poll. I think the true value that we attempt to add
14 or try to add, and I feel like our good donors believe we add is our interpretation of that data. But
15 part of that comes from the qualitative end. To think quantitative numbers, qualitative words. I'm
16 a white guy from north Florida. I'm a conservative. So by nature, I wouldn't say I'm the best
17 person to truly understand west Miami ...Miami-Dade county. It's the biggest county in the state.
18 It's very diverse. Now I might add, I feel like I've gotten a lot better understanding culture in
19 Miami-Dade county, but Frank is one of many contractors who helps us to understand ground
20 dynamics. You see things happening and polling data. You don't really understand why, and you
21 got to ask people who are on the ground to give us color as to why this is, that this is happening.

22 So I, I feel like qualitative feedback is the best way to explain that. I mean, we have
23 contractors that are Democrats, Republicans, independents, contractors in other states. And I just
24 always felt, it makes more sense to pay somebody, to give, give you feedback than to just make
25 them do it for free. I mean people aren't going to give you their best effort.

1 Q. How did you come to hire him?

2 A. How?

3 Q. Yeah.

4 A. Well, I mean, he was leaving office, he was a former state Senator. He was
5 elected. Well, he was, let me be very clear Tim, he was out of office. He was not a member of
6 the legislature. And we reached out and said, "what are you doing next" because Frank wasn't,
7 that I remember back from 17, he wasn't your standard politician. I mean in the sense of he hired
8 consultants to do it. He was literally a political animal himself. I remember working with him
9 back in 2000, I think it was '14 when the Senate was required to redraw their districts, whatever
10 number that was. There was a lot of redrawing of Senate maps, but I remember seeing him and
11 interacting with him during that. He showed a lot of ground knowledge of what was happening
12 in Miami Dade. And when he left the Senate, he said he was going to be consulting, and I said,
13 "Well, we'll put you to work." Now we did a contract with him in '17 and he's been working for
14 us ever since.

15 Q. Do you pay him monthly or did you pay him monthly before you terminated him?

16 A. Yes, sir.

17 Q. Other than his monthly pay, did he get any other compensation from Let's
18 Preserve the American Dream, you or anybody affiliated with you or the [crosstalk]

19 A. Definitely not from me. Not that I'm aware of. We've never paid him that I'm
20 aware of from Let's Preserve the American Dream other than that LLC, I don't remember the
21 name of it, that he had. [crosstalk] That's it. [crosstalk] What I mean is it wasn't paid to Frank as
22 an individual. It was always paid to the Atlas, sorry, I don't remember the name. It was Atlas.

23 Q. Okay. And it looked to me by the invoices that you paid him \$2,500 to start, and
24 then it got bumped up to five grand a month. Does that sound about right?

25 A. That could be, I'm trying my best to remember. When was this your time period

1 you're talking about? You're saying at the very beginning?

2 Q. Yeah, I'm just trying to-

3 A. It may have been \$2,500. I don't remember. The only number I remember was
4 five. I don't recall that far back.

5 Q. Okay.

6 A. As I would go through, he was a monthly expense that we had for five grand.

7 Q. And you were the one that approved the expense?

8 A. Yes, sir.

9 Q. Okay. Does Alex Alvarado have any approval authority?

10 A. No, sir. [Crosstalk].

11 Q. Okay. What is your relationship to Daniel Newman?

12 A. Dan Newman? He's a contractor.

13 Q. Of? [Inaudible].

14 A. Yes, sir. I'm not sure if he's currently a contractor, but he has been one in the past.

15 Q. How many contractors do you guys have at any one time?

16 A. We have a lot. I don't know how to quantify that, but we have a lot. Our mission
17 statement says that the organization, if I could just refer to it real quick. Our missions statement
18 says that, "All activities described below will commence in September 2013. All activities will
19 be performed by contractors of the association."

20 Q. Gotcha. I'm going to show you, what exhibit are we on, F? Sorry, I don't have that
21 in order. I'm going to show you Exhibit F. It's the document from bills.com. It's an invoice dated
22 July 31st, 2020. Can you take a look at that one for me?

23 **[Whereupon, Exhibit F was entered into the record]**

24 A. Yes, sir.

25 Q. Do you see the redactions on there?

1 A. Yes, sir.

2 Q. Can you tell me what the significance of why those are redacted?

3 A. They would identify contributors.

4 Q. Okay. And what is the line item that's redacted? What does it say? Like what

5 [crosstalk].

6 A. Oh, it's meetings. It's lunch.

7 Q. In public?

8 A. Yes, sir.

9 Q. Okay. So you redacted the identity of people that you were seen in a public place
10 with? Is that my understanding?

11 A. Yes, sir.

12 Q. So what's the secret about that?

13 A. What do the people know about our meeting? They don't know why we're
14 meeting. They don't know that they're contributors to my organization.

15 Q. Does it say contributor on there?

16 A. No, that they are.

17 Q. What I'm saying is, is that, it's only, it doesn't say contributor on the invoice. So if
18 it wouldn't have got redacted, it'd just been somebody identified as having lunch with you, which
19 anybody who was in the restaurant that they could have seen, right?

20 A. Yes, sir.

21 Q. Is that right?

22 A. Yes, sir.

23 Q. Just trying to figure out why some of these redactions are done, because I'm like if
24 you're in public having meals with people-

25 Attorney Jazil: So Tim, this goes to our associational privilege, and I just want to

1 make clear for the record when you're eating lunch in public, you don't have an invoice that
2 shows LPAD on there. You don't know that Ryan's meeting them in an LPAD capacity. You
3 don't know that these people are there to further LPADs mission and we've discussed a list of
4 people with whom LPAD does business. It is important to its associational privilege rights. I just
5 want to make that clear for the record.

6 **By ASA VanderGiesen:**

7 Q. Okay. I just want to point that one out because it's a relevant timeframe of July
8 31st. Now, can you tell me whether or not anybody affiliated with Frank Artiles or Alex
9 Alvarado, if that's the third name that was on that list, can you testify that that has nothing to do
10 with Frank Artiles? Can you say that? I don't know.

11 Attorney Jazil: You can answer that.

12 A. I can absolutely tell you that has nothing to do with Frank Artiles.

13 Q. So it has nothing to do with the money that was sent to Grow United either?

14 A. No, sir.

15 Q. Okay.

16 A. It was a contribution.

17 Q. Mm-hmm (affirmative). Let me show you Exhibit G. This is an invoice from
18 August 29th, 2020. Is your testimony the same, that those are contributors and that the redactions
19 are of contributors that have nothing to do with the money that was sent to Grow United and
20 nothing to do with Frank Artiles or Alex Alvarado?

21 **[Whereupon, Exhibit G was entered into the record]**

22 A. Correct.

23 Q. Showing you Exhibit H. This is a invoice from October 2nd, 2020. This also
24 shows on 9/19 for dinner. Same questions.

25 **[Whereupon, Exhibit H was entered into the record]**

1 Q. Can you testify that those redactions have nothing to do with Frank Artiles? They
2 have nothing to do with the money that was sent to Grow United.

3 A. I can testify to that.

4 Q. Okay. This was H. Exhibit I. This is an invoice from June 1st, 2021. Okay. It
5 shows multiple dates of legal reimbursements. Are any of those reimbursements legal
6 reimbursements affiliated with anybody that we've spoken about today?

7 **[Whereupon, Exhibit I was entered into the record]**

8 A. I think these are all from me. So we're speaking about me.

9 Q. I don't know. I'm asking. My last question is, are, have you reimbursed or, have
10 you paid any legal fees on behalf of Frank Artiles?

11 A. No, sir.

12 Q. Have you reimbursed anybody for Frank Artiles' legal fees?

13 A. No.

14 Q. Have you reimbursed Alex Alvarado for any attorney's fees?

15 A. I'm trying to think. I have reimbursed him for legal fees before. Yes, sir.

16 Q. Have you reimbursed him for legal fees since the inception of this investigation,
17 which would've been November of last year?

18 A. I believe I have.

19 Q. How much?

20 A. I don't recall.

21 Q. And did you require him to tell you what the legal fees were for?

22 A. No, sir.

23 Q. What did he tell you the legal fees were for?

24 A. There's lawyers that he deals with on the organization's behalf. For advice, for
25 counsel.

1 Q. Do you know whether or not anything that you reimbursed him for is related to
2 our investigation, specifically?

3 A. Not to my knowledge.

4 Q. Specifically an attorney named Marco Quesada. If you know whether or not you
5 have-

6 A. I don't recall.

7 Q. How would I find that out?

8 A. I don't understand your question? How would you find out if I ever reimbursed
9 Marco Quesada?

10 Q. No, if you reimbursed Alex Alvarado for legal fees related to this investigation?

11 A. I guess we'd have to look.

12 Q. You don't just give away money with no explanation. I'm guessing, right?

13 A. We do a lot of financial transactions in a month. And the reason I'm answering
14 my question delicately is I don't simply recall.

15 Q. Okay.

16 Attorney Cycon: [inaudible] not clear when you're referring to you, are you referring
17 to Ryan in his individual capacity?

18 **By ASA VanderGiesen:**

19 Q. No, I'm referring to Ryan or that's presumably the American Dream. My
20 question's very simple. Are you paying Alvarado's legal fees relating to this investigation? That's
21 not that complicated of a question. And since my understanding is the money that you control is
22 not your money, that you get donors, right? Surely you have some sort of responsibility to make
23 sure the money that you pay out is relevant to the mission of the organization. Right?

24 A. Mm-hmm (affirmative).

25 Q. Is that a yes?

1 A. Yes, sir.

2 Q. So you should be able to explain to me whether or not you're paying Alex
3 Alvarado's attorney's fees relating to this investigation. Wouldn't you think? Wouldn't your
4 donors expect that?

5 A. They would. I will tell you this. I believe the donors to the 501 would expect us to
6 be paying Alex Alvarado's legal fees. My hesitation on the answer is I don't recall if we have.

7 Q. Even if he committed a crime, they would expect you to? You think your donors
8 would want pay for it?

9 A. I don't think a single donor that has ever contributed to Let's Preserve the
10 American Dream would ever believe that Alex Alvarado was committing a crime.

11 Q. Okay.

12 A. I can say that with absolute certainty.

13 Q. Okay, and how many of them have you talked to about this investigation?

14 A. I've let many of them know. It's hard to get ahold of everybody that this
15 investigation is a crime. And they're all reading it in the paper.

16 Q. Okay. So you discuss with donors, whether or not they believe Alex Alvarado
17 committed a crime?

18 A. Yes, sir. I have.

19 Q. Okay.

20 A. Because it seems that lots of this is in the public domain, so yes, we've talked
21 about it.

22 Q. Okay. And your opinion is they would, even if he did, they would approve using
23 these monies for his attorney fees?

24 A. Because nobody believes he committed a crime.

25 Q. Okay.

1 ASA VanderGiesen: Do you have any thoughts, Bob?

2 SAO Investigator Fielder: [inaudible]

3 ASA VanderGiesen: Okay. Go ahead. And we'll regroup for a second. I don't
4 think we have a lot left but I need to take a break for a couple minutes.

5 **By SAO Investigator Fielder:**

6 Q. We talked about things in the news or whatever, are you familiar with the name of
7 Proclivity?

8 A. Yes, I read about that or actually, no, didn't read about that. I watched that. That
9 was the TV reporter down there.

10 Q. Okay. Have you ever heard of Proclivity before you saw it came on?

11 A. Not that I recall.

12 Q. Okay. So you, don't what I'm talking about, the [crosstalk]?

13 A. I do.

14 Q. Okay.

15 A. The reason I'm saying not that I recall is because it's been a year to the best of my
16 knowledge and then all I know is I hear all these names in the last couple of months. It's just
17 pounding us.

18 Q. Okay. So just so we're clear because you know the Proclivity was listed on the
19 [inaudible] as a donor or was contributor on this project.

20 A. Yes, sir.

21 Q. And then they came back, Alex came back and he had mentioned it before.

22 A. Yes.

23 Q. Did you ever talk him about that? How that happened?

24 A. Only what I've seen in the press, which was apparently the donor gave him a W9
25 for the wrong entity. That's what he told me.

1 Q. We're talking about Richard Alexander?

2 A. Yeah. I believe. I don't know who sent him that email.

3 Q. Okay.

4 ASA VanderGiesen: All right. Take a couple minutes restroom break. Gather my
5 thoughts. I think we're pretty much done.

6 Attorney Jazil: I have one question I just wanted to clarify.

7 ASA VanderGiesen: Yes. Yeah, no problem. [crosstalk]

8 A. Oh yeah.

9 Attorney Jazil: So when you were talking to my friend, Tim, you discussed
10 receiving \$26,500 for services to two political committees that Alex Alvarado had set up. Did
11 you receive money from the committees?

12 A. No, sir.

13 Attorney Jazil: Did you receive money from that?

14 A. I corrected that. No, sir. We did not. I had never received money from those
15 committees.

16 Attorney Jazil: Who did you receive that money for?

17 A. It was, the check says it was the printer.

18 Attorney Jazil: Okay. And did you invoice the printer or did you invoice a
19 third party for those services?

20 A. The printer.

21 Attorney Jazil: Okay. Do you invoice the printer directly?

22 A. That I remember, my invoice. Yes, sir. It was Advanced Impressions.

23 Attorney Jazil: Understood. Thanks.

24 ASA VanderGiesen: Just take a bathroom break and then if I have any questions,
25 it'll be probably less than five or ten more minutes. I don't think I maybe have any, but I just

1 need to get up and stretch for a second. Okay? Puja, we'll go off the record for a few minutes and
2 then we'll probably wrap up.

3 Court Reporter Shah: Okay.

4 [Off the record 1:26pm]

5 [On the record 1:35pm]

6 **By ASA VanderGiesen:**

7 Q. Let's go back on the record and we'll wrap up.

8 Court Reporter Shah: We're all set. Back on.

9 Q. Just to clarify or follow up with a few things. I think you need to ask a clarifying
10 question regarding whether or not you paid attorney's fees or whether or not when I say you, I'm
11 sorry, I mean whether or not Let's Preserve the American Dream has paid any money to Alex
12 Alvarado for attorney's fees relating to this investigation specifically for Marco Quesada?

13 A. To the best of my knowledge, no.

14 Q. Okay. What is your compensation from Let's Preserve the American Dream?

15 A. Monthly it's \$2,500 a month.

16 Q. And what did you claim last year on your income taxes as your income?

17 Attorney Jazil: Can we go off the record for that one please?

18 ASA VanderGiesen: Sure.

19 [Off the record 1:36pm]

20 [On the record 1:37pm]

21 Court Reporter Shah: Back on.

22 **By ASA VanderGiesen:**

23 Q. Can you just tell me other than your monthly pay from Let's Preserve the
24 American Dream? What other sources of income? You don't have to tell me the amounts on that,
25 but what are the sources of income? Is it the companies that we discussed?

1 A. Yes, sir.

2 Q. And what are the primary? And forgive me, we've been talking for a while, but
3 just refresh my memory. What is the primary work done by those different organizations? The
4 Tyson Group, Strategic Analytics and Preservation Association. What are those?

5 A. So the Tyson Group is a pulling in market research firm.

6 Q. Okay.

7 A. Strategic Analytics in Consulting is the LLC that I use in the event that I advise an
8 entity that reports publicly. So for example, a party or if a campaign puts me on retainer for
9 advice or consulting work and it also does, not being funny, it's exactly what the name says. It's
10 strategic advice in consulting. A lot of times I use Strategic Analytics when I'm doing advice on
11 other people's data. Like if I'm not doing it myself, I'm being brought into comment on other
12 people's data.

13 And then Preservation Association Management started back in 2013 and its primary
14 intent was, I was told by the accountant when we started it, you need to have an entity that you
15 can be compensated for. Somebody has to be compensated to run this. That's when I started
16 Preservation Association Management.

17 Q. Explain that to me again? To be compensated from where?

18 A. From the c4. The c4 has to have somebody that's in charge of it. And the
19 accountant said to just start at LLC, and then you can get a compensation. You just do a contract
20 with it for management.

21 Q. That's the \$2500 a month?

22 A. Yes, sir, to manage it. I have a contract that I have to renew annually. The original
23 contract, if I may for a second, the original contract with Let's Preserve the American Dream, it's
24 always been for \$2,500 a month. There was some bonus clauses in there that I just never took. So
25 the auditors told us to take it out if we're not going to actually use it. So we took it out and now

1 it's just a standard management contract.

2 Q. Mm-hmm (affirmative). What is the bank account that was used to transfer the
3 money to Grow United?

4 A. The contribution? The contribution would've been from Hancock Bank.

5 Q. How many accounts do you have there, does the American Dream have there? Is
6 it obvious which account it is, or you have like four or five different accounts?

7 A. No, I think there's only one. The reason I stopped is because we had two accounts
8 that I recall at Capital City Bank. And when Bob McCrae passed away, he had a medical event
9 last January and we couldn't use the bank account. I mean, we weren't able to function.

10 Q. Mm-hmm (affirmative).

11 A. Then he passed a couple days later. So they had to do a bunch of things to get a
12 new account open. And we just opened up one, I believe at Hancock Bank.

13 Q. Okay. And that's where the money went out of to get to Grow United?

14 A. That's where Let's Preserve the American Dream's account is. And that's how it
15 made its contribution to Grow United.

16 Q. Data Targeting? You remember who that is?

17 A. Oh yeah.

18 Q. Who's that?

19 A. Pat Bainter.

20 Q. What's your relationship with Data Targeting or Pat Bainter?

21 A. Colleagues. I respect him immensely. He's a very good pollster.

22 Q. Do you know why he hired Frank Artiles on as a consultant last year during the
23 elections?

24 A. No, sir.

25 Q. Have you ever had any conversations with Pat Bainter about Artiles or about

1 anything that's going on with our investigation?

2 A. No, sir. I learned about this situation you just described with Frank Artiles, when
3 the paper reported it.

4 Q. Have you heard of an organization called the Economic Improvement Fund run
5 by a person named Stafford Jones or possibly somehow affiliated with a person named Stafford
6 Jones?

7 A. Not that I recall.

8 Q. Do you know that name at all?

9 A. Stafford Jones?

10 Q. Uh-huh.

11 A. Vaguely. I believe he is involved as a Republican. A member of the Republican
12 party. The executive committee or whatever they call that where, I don't know how to describe it,
13 but he's like the Gainesville guy or whatever.

14 Q. Oh, okay.

15 A. I've never worked with him to my knowledge.

16 **By SAO Investigator Fielder:**

17 Q. [crosstalk] 501c4

18 A. That doesn't ring a bell. It's a c4?

19 Q. Yeah.

20 A. No, it doesn't ring a bell.

21 Q. Okay.

22 **By ASA VanderGiesen:**

23 Q. Have you answered all of our trust's questions truthfully to the best of your
24 knowledge?

25 A. To the best of my knowledge? Yes, sir.

1 Q. Is there anything that you would like to change or clarify about your answers now
2 that you had a chance to think about it?

3 A. Not that I recall or I'm aware.

4 Q. Okay. Have you been given the opportunity to answer all of our questions?

5 A. Yes, sir.

6 Q Is there anything that you guys would like to clarify before I wrap up the
7 interview?

8 Attorney Jazil: Thank you.

9 Q. Okay. At this time that will conclude our interview. Thank you again for
10 appearing voluntarily and taking the time out of your schedule to meet with us. We appreciate it.

11 A. Yes, sir.

12 Q. All right folks. That's it. Thank you.

13 ASA VanderGiesen: At this time then we are going to conclude this statement. Puja is
14 going complete turning the audio recoding off.

15 [End of statement 1:43pm]

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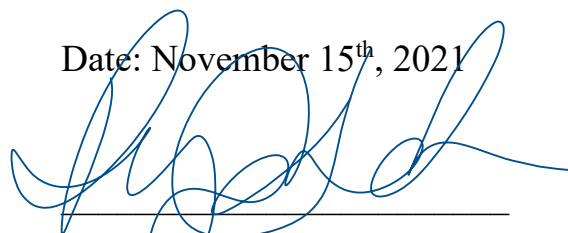
REPORTER'S CERTIFICATE

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I, Puja Shah, hereby certify that the foregoing transcript consisting of **55 transcript pages**, is a complete true, and accurate transcript of the testimony indicated, held on **Thursday, September 30th 2021** via the Virtual Microsoft Teams. Sworn Statement of Ryan Douglas Tyson. Investigation Number: 64-20-11

I further certify that this proceeding was reported by Puja Shah, and that the foregoing transcript has been prepared by me.

Date: November 15th, 2021



Puja Shah
Hearings' Reporter
Notary Public State of FL
Commission # GG367750
Expires: 10-03-2023



BUSINESS CHOICE CHECKING

Account Number: [REDACTED] - GROW UNITED INC

Activity Summary

Beginning Balance on 9/22/20	\$0.00
Deposits/Credits (4)	+ \$605,200.00
Withdrawals/Debits (3)	- \$45,096.50
Ending Balance on 9/30/20	\$560,103.50

Transaction History

Date *	Check/ Serial #	Description	Deposits/ Credits	Withdrawals/ Debits	End of Day Balance
9/22		ACCOUNT ORIGINATION	\$0.00		\$0.00
9/23		BRANCH DEPOSIT	\$200.00		\$200.00
9/24		INCOMING WIRE REF 20200924F2QCZ60C00270409241346FT03 ORG FLORIDA PROMISE IN	\$5,000.00		\$5,200.00
9/29		DEBIT FOR HARLAND CLARKE CHK ORDERS CO REF- 000103300003364		\$96.50	
9/29		INCOMING WIRE REF 20200929F2QCZ60C00423209291614FT03 ORG LETS PRESERVE THE	\$600,000.00		\$605,103.50
9/30		OUTGOING WIRE REF 20200930F2QCZ60C004173 BNF TMP INTERACTIVE		\$20,000.00	
9/30		OUTGOING WIRE REF 20200930F2QCZ60C004174 BNF DEVES TOON		\$25,000.00	\$560,103.50
Ending Balance on 9/30					\$560,103.50
Totals			\$605,200.00	\$45,096.50	

Please note, certain fees and charges posted to your account may relate to services and/or activity from the prior statement cycle.

*The Date provided is the business day that the transaction is processed.

E A

GROW UNITED INC
1550 LARIMER ST NUM 176
DENVER COL 80202

1002
61-118520
2276
CHECK ARMY

DATE 10/2/20

PAY TO THE ORDER OF The Truth \$ 80,000.⁰⁰
eighty thousand & no/100 DOLLARS

BBVA BBVA USA
Denver, AL

Richard Alford

FOR _____

⑈001002⑈ [REDACTED]

100520 - 94950000008416 - [REDACTED]

CHECK BOX FOR MOBILE/REMOTE DEPOSIT

ENDORSE HERE
[Signature]

Ex. B

GROW UNITED INC
1550 LARIMER ST NUM 178
DENVER COL 80202

1003
61-118/622
2276
CHECK ARMOR
Photo
Safe
Deposit
Made in USA

DATE 10/2/20

PAY TO THE ORDER OF Our Florida \$ 220,000.⁰⁰
two hundred twenty thousand & no/100 DOLLARS

BBVA BDVA USA
Decatur, AL

FOR _____ Richard Olyda

⑈001003⑈ [REDACTED]

100520 - 94950000008418 - [REDACTED]

Standard Features include safety standards and features:
 • Insured with FDIC membership and FDIC insured
 • 24-hour customer service
 • Mobile App - Mobile Deposit (only for eligible accounts)
 • 24-hour branch access via mobile device
 • 24-hour branch access via mobile device
 • 24-hour branch access via mobile device
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Do not cash if:
 • Any of the features listed above are missing or appear altered
 • There is a "VOID" or "COPY" or "DUPLICATE" watermark
 • The check is torn, stained, or otherwise damaged
 • The check is not a valid check

ENDORSE HERE
[Signature]
CHECK BOX FOR MOBILE PHONE DEPOSIT
MAY BE USED FOR MOBILE PHONE DEPOSIT

Page 2 of 4
 Primary Account [REDACTED]
 Beginning October 1, 2020 - Ending October 31, 2020

31



BUSINESS CHOICE CHECKING

Account Number: [REDACTED] - GROW UNITED INC

Activity Summary

Beginning Balance on 10/1/20	\$560,103.50
Deposits/Credits (10)	+ \$1,604,000.00
Withdrawals/Debits (29)	- \$1,947,635.00
Ending Balance on 10/31/20	\$216,468.50

Transaction History

Date *	Check/ Serial #	Description	Deposits/ Credits	Withdrawals/ Debits	End of Day Balance
10/2		OUTGOING WIRE REF 20201002F2QCZ60C002971 BNF OUR FLORIDA PC		\$150,000.00	
10/2		OUTGOING WIRE REF 20201002F2QCZ60C002975 BNF THE TRUTH PC		\$100,000.00	
10/2		INCOMING WIRE REF 20201002F2QCZ60C00425910021539FT03 ORG THE PEOPLE OVER PR	\$50,000.00		\$360,103.50
10/5	1001	CHECK CLEARED		\$6,000.00	
10/5	1004	CHECK CLEARED		\$2,500.00	
10/5		INCOMING WIRE REF 20201005F2QCZ60C00229810051233FT03 ORG THE PEOPLE OVER PR	\$450,000.00		\$801,603.50
10/6	1002	CHECK CLEARED		\$80,000.00	
10/6	1003	CHECK CLEARED		\$220,000.00	
10/6		OUTGOING WIRE REF 20201006F2QCZ60C003195 BNF LIBERATE FLORIDA		\$47,500.00	
10/6		OUTGOING WIRE REF 20201006F2QCZ60C003446 BNF DIRECT ACTION FUND		\$50,000.00	
10/6		OUTGOING WIRE REF 20201006F2QCZ60C003452 BNF FL ECONOMIC ADVANC		\$50,000.00	
10/6		OUTGOING WIRE REF 20201006F2QCZ60C003451 BNF ALLIANCEFL SENIOR		\$25,000.00	
10/6		OUTGOING WIRE REF 20201006F2QCZ60C003484 BNF MST		\$29,500.00	
10/6		OUTGOING WIRE REF 20201006F2QCZ60C003536 BNF UAF		\$30,000.00	\$269,603.50
10/7		INCOMING WIRE REF 20201007F2QCZ60C00344610071546FT03 ORG PROJECT 68 INC	\$157,500.00		\$427,103.50
10/8		INCOMING WIRE REF 20201008F2QCZ60C00214210081239FT03 ORG LETS PRESERVE THE	\$275,000.00		
10/8		OUTGOING WIRE REF 20201008F2QCZ60C001745 BNF FDP		\$100,000.00	
10/8		OUTGOING WIRE REF 20201008F2QCZ60C001780 BNF D.A.N		\$27,500.00	
10/8		OUTGOING WIRE REF 20201008F2QCZ60C001860 BNF D SERVICES		\$28,000.00	
10/8		OUTGOING WIRE REF 20201008F2QCZ60C001866 BNF FFJ		\$28,500.00	
10/8		OUTGOING WIRE REF 20201008F2QCZ60C002045 BNF ERAF		\$35,000.00	

Ex. D

WELLS FARGO

Check Details

Check Number	134
Date Posted	11/05/20
Check Amount	\$26,500.00



For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images. You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender

Ex. E

Preservation Association Management

INVOICE

820 Live Oak Plantation Road
Tallahassee, FL 32312
EIN: [REDACTED]

DATE: July 31, 2020
INVOICE # 263
FOR: Management of Let's
Preserve the American

Bill To:
Let's Preserve the American Dream
Attn: Allison Harrell
1700 North Monroe Street, Suite 112
Tallahassee, FL 32302

DESCRIPTION	AMOUNT
July Management Fee	\$ 2,500.00
<u>Meetings & Meals</u>	
7/6 - Uber Eats, Office Working Lunch (32.68 + 7.15 Tip)	39.83
7/8 - Proof Brewing, Office Refreshments for Meetings	50.00
7/14 - Masa, Office working lunch	102.45
7/16 - Hooters, Working Lunch with [REDACTED]	155.00
7/16 - Il Lusso, Dinner with [REDACTED]	481.90
7/23 - Midtown Caboose, Office Working Lunch	158.41
7/29 - Uber Eatz - Office Working Lunch	77.30
<u>Misc.</u>	
6/30 - 7/1 - State House IVR Surveys - Districts 2, 72, 116 & 120 (4 Surveys at @1027.5 each)	4,112.55
7/1 - Aristotle International - Data Acquisition fees, California historical voter data	350.00
7/6 - Candid, Guidestar Subscription, Research Services	350.00
7/6 - The UPS Store, Overnight Shipping	43.32
7/8 - Dollar General, Office Supplies	36.98
7/8, UPS Store - Shipping	2.18
7/9 - Lexus Nexus Subscription	450.00
7/9 - Lexus Nexus Subscription	450.00
7/11 - Microsoft Subscription	24.00
7/11 - Microsoft Subscription	25.00
7/13 - Lables & Lists - California Voter File Acquisition	3,500.00
7/14 - Infogram Subscription (receipt won't print)	79.00
7/23 - Dollar General, Office Supplies	4.40
TOTAL	\$ 12,992.32

Make all checks payable to Preservation Association Management

For Wire Transfers:
Hancock Bank, Tallahassee Florida
Routing #: 063112786 Account#: [REDACTED]

EX 10 F

Preservation Association Management

INVOICE

820 Live Oak Plantation Road
Tallahassee, FL 32312
EIN: [REDACTED]

DATE: August 29, 2020
INVOICE # 268
FOR: Management of Let's
Preserve the American

Bill To:

Let's Preserve the American Dream
Attn: Allison Harrell
1700 North Monroe Street, Suite 112
Tallahassee, FL 32302

DESCRIPTION	AMOUNT
August Management Fee	\$ 2,500.00
<u>Meetings & Meals</u>	
7/30 - Uber Eatz - Office Working Lunch with [REDACTED]	85.75
8/5 - Masa Restaurant - Lunch with [REDACTED]	169.75
8/6 - Midtown Caboose - Office Working Lunch	198.84
8/12 - Zoe's Kitchen - office working lunch	54.01
8/18 - Milano Pizza	57.88
8/18 - Proof Brewery (office refreshments)	69.50
8/18 - Publix (office refreshments)	82.97
8/25 - Zoe's Kitchen - office working Lunch	59.24
<u>Misc.</u>	
7/30 - UPS Store	51.69
8/1 = Adobe Export - Computer Program	23.88
8/3 - Lexus Nexus Subscription	450.00
8/5 - Verizon Wireless Remote Hot Spot	60.00
8/5 - Verizon Wireless Remote Hot Spot	100.00
8/6 - Guidestar Subscription	350.00
8/6 - GodDaddy.com - Domain Renewal	287.52
8/12 = Microsoft 360 Subscription	24.00
8/12 = Microsoft 360 Subscription	25.00
8/18 - Amazon.com (2 additional Office Chairs)	787.80
TOTAL	\$ 5,437.83

Make all checks payable to Preservation Association Management

For Wire Transfers:

Hancock Bank, Tallahassee Florida
Routing #: 063112786 Account#: [REDACTED]

9/21 - Dropbox (subscription)		119.88
	TOTAL	\$ 6,923.60

Make all checks payable to Preservation Association Management

For Wire Transfers:

Hancock Bank, Tallahassee Florida

Routing #: 063112786 Account# [REDACTED]

Preservation Association Management

INVOICE

820 Live Oak Plantation Road
 Tallahassee, FL 32312
 EIN: [REDACTED]

DATE: October 2, 2020
 INVOICE # 273
 FOR: Management of Let's
 Preserve the American

Bill To:
 Let's Preserve the American Dream
 Attn: Allison Harrell
 1700 North Monroe Street, Suite 112
 Tallahassee, FL 32302

DESCRIPTION	AMOUNT
September Management Fee	\$ 2,500.00
<u>Meetings & Meals</u>	
8/27 - staff working lunch 4 Rivers	73.76
9/3 - staff chipotle Mexican Grill	42.36
9/9 - staff working lunch Masa	55.00
9/10 - Lucky Goat, office coffee	80.52
9/10 - staff working lunch, Maria Maria	87.78
9/11 - staff working lunch, Maria Maria	68.92
9/11 - Publix, office refreshments	26.67
9/15 - staff working lunch, Maria Maria	89.98
9/16 - staff chipotle Mexican Grill	50.69
9/18 - Margaritaville, MIA (donor pitch in Miami)	87.16
9/19 - Dinner with [REDACTED]	125.73
9/26 - staff working lunch, Midtown Caboose	218.39
<u>Misc.</u>	
9/6 - Candid (Guidestar subscription)	350.00
9/7 - Lexus Nexus (Subscription)	450.00
9/11 - Microsoft 360 Subscription	25.00
9/12 - Microsoft 360 Subscription	24.00
9/14 - Infogram (receipt would not print)	79.00
9/15 - Delta Airlines flight from Miami to Tallahassee (Returning from Donor meeting)	327.60
9/17 - American Airlines flight to Miami for Donor meeting (Tyson)	497.10
9/17 - American Airlines flight to Miami for Donor meeting (Alvarado)	780.20
9/18 - Hotel Stay for Donor Meeting - The Biltmore	549.83
9/18 - Hotel stay for donor meeting - Miami Airport Hotel	157.07
9/18 - Transportation in Miami - Yellow Cab Taxi	28.00
9/18 - Transportation in Miami - Uber	14.40
9/18 - Transportation in Miami - Uber	14.56

Ex W

Preservation Association Management

INVOICE

1400 Village Square Blvd. #3-277
Tallahassee, FL 32312-1231
EIN: [REDACTED]

DATE: June 1, 2021
INVOICE # 297
FOR: *Management of Let's
Preserve the American*

Bill To:

Let's Preserve the American Dream
Attn: Allison Harrell
1700 North Monroe Street, Suite 112
Tallahassee, FL 32302

DESCRIPTION	AMOUNT
May 2021 Management Fee	\$ 2,500.00
<u>Meetings & Meals</u>	
5/8 - Midtown Caboose - Office Meeting	\$ 116.70
5/10 - Masa - Meeting with [REDACTED], [REDACTED] and [REDACTED]	\$ 121.05
5/17 - Casa Grande - Office Meeting	121.05
5/32 - Midtown Caboose	277.31
<u>Travel</u>	
5/11 - Delta Airlines Flight TLH - LAS, meeting with donor [REDACTED], [REDACTED]	1,903.04
5/20 - Executive Star Limo - Transportation from LAS to Venetian	73.57
5/20 - Executive Star Limo - Transportation from Venetian to LAS	117.16
5/26 - Venetian / Palazzo (2 nights, 3 charges - \$26+ \$121.85 + \$704.85)	852.70
<u>Misc.</u>	
5/6 - Candid - Guidestar Subscription	\$ 350.00
5/7 - LN Payment Center (Lexus Nexus)	\$ 464.00
5/14 - Microsoft 360	\$ 24.00
5/14 - Microsoft 360	\$ 25.00
5/14 - Infogram	\$ 79.00
5/14 - Shutterstock	\$ 229.00
5/23 - Legal Reimbursement for [REDACTED]	\$ 3,167.00
1/14 - Legal Reimbursement for [REDACTED]	\$ 6,615.00
3/23 - Legal Reimbursement for [REDACTED]	\$ 495.00
4/13 - Legal Reimbursement for [REDACTED]	\$ 3,915.00
5/24 - Legal Reimbursement for [REDACTED]	\$ 5,985.00
TOTAL	\$ 27,430.58

Make all checks payable to **Preservation Association Management**

EXHIBIT B

WILMERHALE

Christopher E. Babbitt

+1 202 663 6681 (t)

+1 202 663 6363 (f)

christopher.babbitt@wilmerhale.com

February 22, 2023

By Email

Charles E. Sieving
Executive Vice President & General Counsel
NextEra Energy, Inc.
700 Universe Boulevard
Juno Beach, FL 33408

Dear Mr. Sieving,

Our client, Eric Silagy, has reviewed the complaint filed with the Federal Election Commission (FEC) by Citizens for Responsibility and Ethics in Washington, which was served on Florida Power & Light (FPL) on November 7, 2022. At the company's request, Mr. Silagy has voluntarily executed a declaration based on his personal knowledge of FPL's political activities in 2020. We understand that FPL intends to include the declaration as an exhibit in support of its response to the complaint, which it expects to file with the FEC on or about February 22, 2023.

Sincerely,



Christopher E. Babbitt

Encl.

Declaration of Eric E. Silagy

I, Eric E. Silagy, declare as follows:

1. I am the former chairman, president, and chief executive officer of Florida Power & Light Company ("FPL"), a subsidiary of NextEra Energy, Inc. I was appointed president of FPL in December 2011, CEO in May 2014, and chairman in March 2022. Since February 15, 2023, I have served in the position of Vice President-Transition of FPL and intend to retire effective May 15, 2023.
2. On November 7, 2022, my office received by first-class mail a copy of a complaint filed by Citizens for Responsibility and Ethics in Washington ("CREW") with the Federal Election Commission ("FEC").
3. The complaint alleges there is reason to believe that, in 2020, "Unknown Respondents, which may include corporations like Florida Power & Light, knowingly made contributions in the name of another to Wingman PAC, American Valor PAC, Senate Leadership Fund, Concerned Conservatives, Inc., and South Florida Residents First" ("the federal PACs") through five nonprofit organizations: Grow United, Inc.; The Center for Advancement of Integrity and Justice, Inc.; Florida Promise, Inc.; Broken Promises; and Stand Up for Justice ("the nonprofit organizations").
4. In my role as president and chief executive officer, I oversaw all aspects of FPL's operations, including its government affairs and political activities throughout 2020.
5. Based on my personal knowledge of FPL's 2020 political activities:
 - a. I did not direct any of the nonprofit organizations to make any contribution of FPL funds to any of the federal PACs.
 - b. I did not enter into an agreement with any of the nonprofit organizations to earmark any contributions from FPL to the federal PACs.
 - c. I did not exercise control over how the nonprofit organizations used any FPL contributions.
 - d. I did not authorize any other FPL employee to engage in any of the activities described in subparagraphs 5(a)-(c).
 - e. I am not aware of any other FPL employee engaging in any of the activities described in subparagraphs 5(a)-(c).

I declare under penalty of perjury that the foregoing is true and correct.



Eric E. Silagy

Date: February 22, 2023

EXHIBIT C

Exhibit 10

CONFIRMATION OF POST RETIREMENT COVENANTS AGREEMENT

This Confirmation of Post- Retirement Covenants Agreement (“Agreement”) is entered into between Eric E. Silagy (“you” or “your”), on the one hand, and NextEra Energy, Inc. (the “Company” or “NextEra”) on behalf of itself and the Company Group, on the other hand. This Agreement is effective as of January 23, 2023 (the “Effective Date”).

WHEREAS, you and the Company have recently commenced discussions regarding your potential retirement from the Company Group and, concurrently with the execution and delivery of this Agreement, you have notified the Company that you intend to retire from the Company Group, effective May 15, 2023, upon the terms and subject to the conditions set forth in the Agreement; and

WHEREAS, the Board of Directors of the Company (the “Board”), following the recommendation of the Compensation Committee of the Board (the “Committee”), has exercised its discretion to accept your retirement, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of all the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each, it is agreed as follows:

1. General Provisions

1.1 Retirement Date; Notice of Retirement. You hereby acknowledge that you retire and resign from your employment effective May 15, 2023 or such earlier date that the Company determines to end your employment (such date, the “Retirement Date”). Effective as of February 15, 2023, you hereby resign as Chairman, President and Chief Executive Officer of FPL, and from each other officer position that you hold with the Company, its subsidiaries and its affiliates (collectively, the “Company Group”), and from all boards and committees of the Company Group, effective, in all cases, as of February 15, 2023, provided that from February 15, 2023 until the Retirement Date you shall continue to serve in the non-officer employee role of VP-Transition of FPL, reporting as an at-will employee to the Chief Executive Officer of the Company (the “CEO”), and you agree to execute any documents reasonably requested to effectuate the foregoing.

1.2 Transition Period. You hereby acknowledge and agree that during the period commencing on February 15, 2023 and continuing through the Retirement Date (such period, the “Transition Period”) you shall provide transition assistance and such other services to the Company Group as reasonably requested by the CEO. From the Effective Date through the Retirement Date, you shall continue to receive your current base salary, you shall continue to vest in your outstanding performance share, restricted share, restricted stock unit and stock option awards, and you shall continue to participate in and receive benefits pursuant to all Company Group benefit plans, programs, policies, and practices, provided that you shall not be eligible for any bonus, any annual performance based incentive award or grant of any new equity or equity based awards, in each case for 2023 or thereafter.

1.3 Retirement Treatment. You acknowledge and agree that as a result of your retirement you are not eligible for any payments or benefits under the NextEra Energy, Inc. Executive Severance Benefit Plan (the "Severance Benefit Plan") or any other payments or benefits other than those expressly provided for or referenced in this Agreement, including in Section 4.3 hereof. This Agreement constitutes the entire understanding between you and the Company Group regarding the terms and conditions of your cessation of employment with the Company Group.

1.4 Time for Review/Consultation with Counsel. You have been given 21 days to consider the ADEA Portion (as defined below) of this Agreement and you acknowledge that you have had adequate time to consider this Agreement, that you were specifically advised by a representative of the Company to consult with an attorney of your choosing prior to signing this Agreement, and that you have had a reasonable opportunity to consult with independent counsel with respect to the terms, meaning and effect of this Agreement.

1.5 Voluntary Agreement. You acknowledge that you are voluntarily irrevocably waiving any rights or claims that you have or may have against the Company Group in exchange for the payments and benefits you will receive from the Company as stated in this Agreement, and that you have entered into this Agreement freely, knowingly and voluntarily.

1.6 Right to Rescind. During the seven calendar day time period after you sign this Agreement (the "Rescission Period"), you may revoke the portion of this Agreement which constitutes a waiver of any claims which you may have under the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. ("ADEA") (such waiver, the "ADEA Portion" of this Agreement), by notifying the Company, in writing, pursuant to the Notice provision contained in Section 1.5, of your decision to revoke the ADEA Portion of this Agreement. This Agreement (other than the ADEA Portion) shall become effective and enforceable on the Effective Date and the ADEA Portion shall become effective upon the expiration of the Rescission Period provided that you have not rescinded the ADEA Portion. If you rescind the ADEA Portion, then the remainder of the Agreement shall be effective and you shall not receive the Retirement Benefits (as defined below) below and instead you shall be entitled to receive a bonus for 2022 equal to \$100,000 and no additional vesting of any equity or equity based awards.

1.7 Notice. All notices and other communications required or permitted by this Agreement or necessary or convenient in connection with it will be in writing and will be deemed to have been given when delivered by hand or overnight delivery or mailed by registered or certified mail, return receipt requested, with copy by electronic communication to:

If to the Company, to it at:

NextEra Energy, Inc.
Deborah Caplan
Executive Vice President; Human Resources
700 Universe Boulevard
Juno Beach, Florida 33408
Deborah.Caplan@nexteraenergy.com

With a copy, which shall not constitute notice, to:

NextEra Energy, Inc.
 Charles E. Sieving
 Executive Vice President; General Counsel
 700 Universe Boulevard
 Juno Beach, Florida 33408
Charles.Sieving@nexteraenergy.com

If to you at your most recent address in the payroll records of the Company or to such other address as to which you provide the Company in writing. You agree to promptly update the Company, in accordance with this section, of any address change.

2. Acknowledgement and Agreement Regarding Consideration. You acknowledge and agree that the following amounts constitute good and valuable consideration for purposes of this Agreement (including for your obligations as specified in this Agreement), and will be paid and/or provided to you, in each case less applicable withholding taxes. For the avoidance of doubt, these amounts are in addition to the amounts you will receive, by the Company's next regular payday following the Retirement Date, for all wages and unused vacation time accrued through the Retirement Date, as well as all expense reimbursements due to you through such date and any amounts or benefits to which you are entitled, in all cases under the terms of the benefit plans or other policies then-sponsored by the Company in accordance with their terms (and not accelerated to the extent acceleration does not satisfy Section 409A (as defined below)).

2.1 An annual performance-based incentive compensation payment for calendar year 2022 pursuant to the 2022 annual incentive compensation plan as in effect as of the date hereof, calculated by multiplying your 2022 annual incentive target by the 2022 corporate performance rating applicable to all senior executive officers of the Company as such 2022 corporate performance rating is approved by the Committee on February 16, 2023, without any individual performance modifier, and paid to you at the same time that 2022 annual incentive award payouts are made to other senior executive officers of the Company.

2.2 Your outstanding performance share, restricted share and stock option awards granted pursuant to any of the Company's Long Term Incentive Plans (collectively, the "LTIP"), which awards are all set forth on Exhibit A hereto, shall, except as set forth on Exhibit A, continue to remain outstanding following the Retirement Date such that, to the extent they are unvested as of the Retirement Date, a pro rata portion (measured based on the Retirement Date) shall continue to vest in accordance with the terms of the applicable award agreements applicable to a normal retirement for executives aged 55 or over and having at least 10 years of continuous service (i.e., pursuant to Section 4(d) of your outstanding performance share award agreements, Section 4(c) of your outstanding restricted share award agreements and Section 5(c) of your outstanding stock option award agreements, provided that it is understood that the Chief Executive Officer shall not determine that your retirement is detrimental to the Company such that your vesting ceases under such provisions), subject to attainment of performance objectives (including the Committee's discretion with respect thereto; provided that any such discretion shall be applied to your awards in the same way it is applied to substantially similar awards of other Company senior executive officers, other than with respect to any individual performance modifier, which shall remain at "1.0"), as applicable, and otherwise in accordance with the terms of the LTIP. For the avoidance of doubt, (i) no portion of the executive transition award shall vest and (ii) each outstanding stock option shall remain outstanding and be exercisable, to the extent it is vested as of the Retirement Date or thereafter becomes vested in accordance with this Section 2.2, until the applicable expiration date of such option award as set forth in the underlying option agreement. The payment set forth in Section 2.1 and the continued vesting set forth in this Section 2.2 are referred to herein as the "Retirement Benefits".

You acknowledge and agree that, except for as expressly provided in this Agreement, you have been fully paid any and all compensation due and owing to you, including all wages, salary, commissions, bonuses, options, shares, stock, incentive payments, equity interests (including the executive transition award), profit-sharing payments, expense reimbursements, accrued but unused vacation pay, leave or other benefits. You further agree that the consideration provided in this Agreement constitutes consideration for the promises contained herein. The payments and benefits in this Section 2 shall be subject to any required delay under Section 8 of this Agreement. The payments and benefits in this Section 2 are subject to your continued compliance with your obligations under this Agreement, including your execution of an effective and irrevocable Second Release (as defined below) by the Final Release Date (as defined below), and remain subject to Section 5.3 hereof.

3. Return of Property. On the Retirement Date, you shall return to the Company all property and equipment belonging to the Company Group, including all computers, laptops, cellular phones, hard drives, keys, passwords, access cards, and the originals and all copies (regardless of medium) of all information, files, materials, documents and other property relating to the business of the Company Group or the Releasees.

4. Waiver and General Release.

4.1 Waiver. In exchange for the consideration set forth in this Agreement, you hereby irrevocably waive your right to sue the Company, its parents, subsidiaries, joint ventures, investors, affiliates, divisions, predecessors, successors and assigns, and each of their respective directors, officers, partners, attorneys, shareholders, administrators, employees, agents, representatives, employment benefit plans, plan administrators, fiduciaries, trustees, insurers and re-insurers, and all of their predecessors, successors and assigns (collectively, the “Releasees”) for any matter whatsoever, whether known or unknown, for any conduct, acts, omissions, or causes of action arising from the beginning of time up through and including the date you execute this Agreement, except an action to challenge the validity of your release of claims under (i) the Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. § 621 et seq. (which statute generally prohibits age discrimination in employment) and/or (ii) the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. § 621 et seq. (which statute was enacted to, among other things, ensure that individuals over the age of 40 who waive their rights under the ADEA do so knowingly and voluntarily). Furthermore, except as expressly provided in this Agreement, you specifically irrevocably waive and release any and all claims and rights to any incentive, bonus, merit or performance-based discretionary payment and any and all claims and rights to any benefits under the Severance Benefit Plan.

4.2 General Release. You, and for your heirs, assigns, executors and administrators, release the Releasees from all claims, causes of action, covenants, contracts, agreements, promises, damages, disputes, demands, and all other manner of actions whatsoever, in law or in equity, that you ever had, may have had, now have, or that your heirs, assigns, executors or administrators hereinafter can, shall or may have, whether known or unknown, asserted or unasserted, suspected or unsuspected, as a result of or related to your employment with the Company Group, the termination of that employment, or any act or omission which has occurred at any time up to and including the date of the execution of this Agreement (“Released Claims”), and expressly agree not to file a lawsuit to assert any such Released Claims. Nothing in this Agreement shall prevent you from filing a charge (including a challenge to the validity of this Agreement) with the Equal Employment Opportunity Commission (the “EEOC”), the National Labor Relations Board (the “NLRB”), the DC Office of Human Rights (the “DCOHR”), or other similar federal, state or local agency, or from participating in any investigation or proceeding conducted by the EEOC, the NLRB, the DCOHR or similar federal, state or local agencies. However, by entering into this Agreement, you understand and agree that you are waiving any and all rights to recover any monetary relief or other personal relief as a result of any such EEOC, NLRB, DCOHR or similar federal, state or local agency proceeding, including any subsequent legal action. The foregoing agencies are meant to be illustrative rather than all-inclusive. The Released Claims released include, but are not limited to, any claim(s) arising under the:

4.2.1 Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. §621 et seq. (which statute generally prohibits age discrimination in employment);

4.2.2 Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001 et seq., including Sections 502 and 510 (which statute was enacted to, among other things, help protect an employee’s interest in pension benefits);

4.2.3 Americans with Disabilities Act (ADA), as amended, 42 U.S.C. § 12101 et seq. (which statute generally prohibits disability discrimination);

4.2.4 Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (which statute generally prohibits discrimination in employment based on race, color, religion, national origin or sex);

4.2.5 National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. (which statute protects certain concerted activity as well as the rights of employees to organize and bargain collectively through representatives with their employer);

4.2.6 Fair Credit Reporting Act (FCRA), as amended, 15 U.S.C. § 1681 et seq. (which statute requires certain disclosures and consent by an individual before a consumer reporting agency may communicate information about the individual to an employer);

4.2.7 Equal Pay Act (EPA), as amended, 29 U.S.C. § 206 (which statute generally prohibits unequal pay for equal work between men and women);

4.2.8 Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. § 621 et seq. (which statute was enacted to, among other things, ensure that individuals over the age of forty who waive their rights under the ADEA do so knowingly and voluntarily);

4.2.9 42 U.S.C. § 1981 (which statute generally prohibits race discrimination);

4.2.10 Occupational Safety and Health Act of 1970 (OSHA), 29 U.S.C. § 651 et seq. (which statute is designed to ensure a safe and healthful work environment);

4.2.11 Worker Adjustment and Retraining Notification Act (WARN), 29 U.S.C. § 2101 et seq. (which statute requires advance notice to employees before their business establishment is closed);

4.2.12 Family & Medical Leave Act (FMLA), as amended, 29 U.S.C. § 2601 et seq. (which statute provides for unpaid leave for eligible employees for certain qualifying events);

4.2.13 The U.S. and State of Florida Constitutions;

4.2.14 Any other federal, state, or local law, regulation, or ordinance, including the Florida Civil Rights Act of 1992, the Florida Minimum Wage Act (§448.110, Fla. Stat.), Broward County Human Rights Act, City of West Palm Beach Equal Opportunity Ordinance (Chapter 34), Palm Beach County Equal Employment Ordinance, and the Miami-Dade County Code (Chapter 11 A) (all dealing with employment discrimination); the District of Columbia Human Rights Act, the District of Columbia Family and Medical Leave Act, the District of Columbia Accrued Sick and Safe Leave Act, and all other statutory and common law claims in the District of Columbia that may be lawfully waived by agreement

4.2.15 Any and all claims and actions that have been or could have been raised under the anti-retaliation provisions of Florida's or the District of Columbia's workers' compensation statute (Florida Statute §440.205; D.C. Code §32-1542);

4.2.16 Any and all rights and claims under Florida's "Whistleblower" law (Florida Statute §448.102). You state that you have not been retaliated against in any personnel action for disclosing or threatening to disclose any activity, policy, or practice of the Company Group that is allegedly in violation of any law, rule, or regulation; or for providing information or testifying about such activity, policy, or practice; or for objecting to or refusing to participate in such activity, policy, or practice;

4.2.17 Claims based upon any Company Group benefit program or plan of any type in which you have not yet vested; and/or

4.2.18 Any claims of general application such as federal, state or local laws providing relief for violation of public policy, unpaid wages, unpaid severance, breach of contract, negligent or intentional infliction of emotional distress, defamation, assault, battery, false imprisonment, wrongful termination, negligent hiring, retention, or supervision, fraud, misrepresentation, qui tam provisions of any local, state, or federal law; or any other claim of any type, whether based on common law, statute, or otherwise.

The foregoing list is meant to be illustrative rather than all inclusive. Except as otherwise provided in Section 4.3, this General Release ("Release") is a FULL AND FINAL BAR TO ANY CLAIMS which you have or may have against Company Group and YOU ARE IRREVOCABLY WAIVING ALL RIGHTS AND CLAIMS (IF ANY) WHICH YOU HAVE OR MAY HAVE AGAINST THE COMPANY GROUP through the date you execute this Agreement.

4.3 Exceptions. Notwithstanding anything to the contrary in this Agreement, you are not releasing: (i) any rights to any vested benefit under any employee pension benefit plan, as defined by ERISA (including, for the avoidance of doubt, any benefits accrued or amounts deferred under the NextEra Energy, Inc. Employee Pension Plan, the NextEra Energy, Inc. Employee Retirement Savings Plan, the NextEra Energy, Inc. Deferred Compensation Plan and the NextEra Energy, Inc. Supplemental Executive Retirement Plan); (ii) COBRA continuation coverage, as applicable; (iii) any rights provided in this Agreement; (iv) any rights or claims that may arise after the date you execute the Agreement; (v) claims for unemployment insurance, workers' compensation benefits, or state disability compensation; (vi) any rights or claims you may have for indemnification and/or advancement of legal fees to the fullest extent permitted by the Bylaws as modified by this Agreement, (vii) any claims you may have due to your status as a passive shareholder of the stock of the Company Group, or (viii) any other rights that cannot by law be released by private agreement.

4.4 No Existing Claims or Assignment of Claims. You represent and warrant that you have not previously filed or joined in any claims that are released in this Agreement and that you have not given or sold any portion of any claims released herein to anyone else, and that you will indemnify and hold harmless the Company Group and the Releasees from all liabilities, claims, demands, costs, expenses and/or attorneys' fees incurred as a result of any such prior assignment or transfer. You represent that you have been truthful to the Company Group in all internal investigations and have no knowledge of any violation of a campaign finance or anti-corruption law by you or the Company Group. The Company represents and warrants that neither it nor any member of the Company Group that is an entity (i.e. excluding employees who are deemed to be affiliates) has previously filed or joined in any written or, to its knowledge, unwritten claims against you.

5. Protective Covenants.

5.1 Non-Competition; Non-Solicitation; Confidentiality; Non-Disparagement. As a condition to your right to receive the payment provided in Section 2, you agree to the covenants that follow (the "Protective Covenants"). For purposes of this Section 5.1, the term "Company" refers to the Company Group and any and all predecessors, and any and all present, former, and future successors, assigns, parents, subsidiaries, affiliates, divisions, members, committees and/or other related companies of any of the foregoing entities, and partners, partnerships, assigns, directors, officers, managers, fiduciaries, employees, shareholders, advisors, attorneys, representatives, and agents, both in their representative and individual capacities, of any of the foregoing entities. Furthermore, for purposes of this Section 5.1, the term "Competing Enterprise" means any business, organization, person, third party or other entity that is or has been engaged in competition with the Company with respect to any project (or with respect to any customer or bona fide prospective customer of any such project to the extent such competition relates to such project) in which the Company has at any time within the preceding five years performed any significant development efforts of which you have significant knowledge.

5.2 For a two-year period following the Retirement Date, you agree, regardless of any dispute between the parties, that you will not (except with the prior express written consent of Executive Vice President and General Counsel of the Company either directly or indirectly (whether through a broker, representative, consultant, advisor, agent, or “headhunter” or otherwise):

(a) (i) Entice, induce or solicit, or attempt to entice, induce or solicit, any employee of the Company (or any person who served in such capacity at any time during the 12- month period preceding such hiring, employment or solicitation) to leave the Company’s employ or (ii) hire any employee of the Company on behalf of, or cause any employee of the Company otherwise to become employed by, another entity, including a Competing Enterprise, for any reason whatsoever;

(b) Advise, consult for, represent or lobby on behalf of any business, organization, person, third party, or other entity (including a Competing Enterprise) on matters adverse or reasonably likely to be adverse to the Company;

(c) Voluntarily submit testimony adverse to the Company before any governmental agency or legislative, regulatory, or judicial body that has jurisdiction over the interests of the Company (except as otherwise provided or required by law), and in which case you will notify NextEra of the requirement to provide such testimony);

(d) Request, advise, entice, induce or solicit any employee, contractor, sales representative, consultant or other personnel of the Company to: (x) terminate his or her relationship with or breach his or her agreements with the Company; or (y) provide advice to any Competing Enterprise on matters related to the Company;

(e) With respect to any of the Company’s Customers, (x) solicit such Customers with respect to the purchase of (i) products, goods or services offered or planned to be offered imminently by the Company, in each case, as of the Retirement Date or (ii) products, goods or services that are substantially similar to those set forth in the immediately preceding clause (i); or (y) request, advise, entice, induce or solicit such Customers to withdraw, curtail, cancel or otherwise alter in an adverse manner their business or relationship with the Company;

(f) With respect to any of the Company’s Vendors, (x) form a relationship with such Vendors that is adverse to the Company; or (y) request, advise, entice, induce or solicit such Vendors to withdraw, curtail, cancel or otherwise alter in an adverse manner their business or relationship with the Company.

For purposes of Section 5.1.1 (e), the term “Customer” means any of the customers or bona fide prospective customers for any project in which the Company Group has at any time within the preceding five years performed any significant development efforts of which you have significant knowledge. For purposes of Sections 5.1.1(e) and 5.1.1(f), the term “Vendor” means any of the Company’s material suppliers, vendors, contractors, consultants, advisors, representatives or agents that have been involved in any project in which the Company has at any time within the preceding five years performed any significant development efforts of which you have significant knowledge.

5.1.1 For a two-year period following your Retirement Date, you agree, regardless of any dispute between the parties, that you will not (except with the prior express written consent of NextEra's Executive Vice President, Human Resources), either directly or indirectly (whether through or as a broker, representative, consultant, advisor, agent, "headhunter" of either you or any business, organization, person, third party or other entity now existing or hereafter created) be or become financially interested or engaged in any manner (whether as a shareholder, bondholder, officer, director, employee, independent contractor, advisor, consultant, partner, member, agent or otherwise) in any Competing Enterprise in a geographic area in which the Company conducts business or has or solicits customers, other than as a holder of a passive investment of not more than one percent of the outstanding voting securities of any entity whose voting securities are listed on a recognized national securities exchange or quoted on the OTC Bulletin Board or any comparable system. Without limiting the foregoing, for a two-year period following your Retirement Date, you agree that you shall not serve as the Chief Executive Officer, President, Chief Operating Officer, Chairman or other senior executive position at a utility company or utility holding company, including any entity set forth in the energy services peer group set forth in the definitive proxy statement for the Company's 2022 annual meeting of shareholders.

5.1.2 At all times after your Retirement Date, you promise and agree not to disclose or utilize any Trade Secrets or valuable confidential business or professional information, or other proprietary information acquired during the course of your employment with the Company, except as may be, and solely to the extent, required by law. You are also advised that improper disclosure of trade secrets is a felony under Florida and the District of Columbia law. For purposes of this Agreement, "Trade Secrets" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of the Company's business and which provides an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. However, "Trade Secrets" will not include information that is known to the public generally. You further promise and agree that all records, files, plans, documents, software, reports, research, and policies and procedures relating to the business of the Company that you prepared, used or came into contact with, will be and will remain the sole property of the Company, will not be copied without written permission, and will be returned to the Company on or prior to your Retirement Date.

5.1.3 At all times after your Retirement Date, you promise and agree that all Confidential Information (as defined herein and in the NextEra Energy, Inc. Code of Business Conduct & Ethics as of your Retirement Date) will not be disclosed by you, directly or indirectly, to any person outside the Company or used by you in any manner without prior written notice to and the prior written consent of NextEra, except as may be, and solely to the extent, required by law. "Confidential Information" will not include information that is publicly disclosed by the Company. You acknowledge and agree that all Confidential Information will remain the sole and exclusive property of the Company. In connection with your termination of employment with the Company, you agree to return to NextEra all papers, documents, writings, and other property produced by you or which came into your possession by or through your employment with the Company that constitute or relate to Confidential Information. You also agree to promptly return to NextEra any other Company property in your possession, including building card keys, computers, documents, CDs, or any other media containing the Company e-mail, correspondence, contracts, customer information, or other business information upon your Retirement Date. You agree to give NextEra immediate written notice of all requests for disclosure of Confidential Information that arise during legal proceedings involving you, so that the Company may seek a protective order with respect to the threatened disclosure. You further agree to use best efforts, at the Company's request and expense, to obtain assurances that the Confidential Information required to be disclosed will be maintained on a confidential basis and will not be disclosed to a greater degree than required by law.

5.1.4 At all times after your Retirement Date, you agree, to the fullest extent permitted by applicable laws, that you will not make any comments (truthful or otherwise) or otherwise engage in any activity that is intended to embarrass, adversely impact, or disparage the Company or any member of the Company Group (orally or in writing) or that in any way is intended to work to the detriment (whether direct or indirect) of the Company or any member of the Company Group. The Company agrees to instruct in writing the members of the Board and each of its current named executive officers not to disparage you. Nothing herein shall prevent any person or entity from making any statement required by law (including any stock exchange or securities law disclosure), or to respond or otherwise participate truthfully, in any legal proceeding or investigation or other inquiry.

5.1.5 You acknowledge that NextEra and its Affiliates would not have an adequate remedy at law for monetary damages if you breach these Protective Covenants. Therefore, in addition to all remedies to which NextEra and its Affiliates may be entitled for a breach or threatened breach of these Protective Covenants, including monetary damages, NextEra and its Affiliates will be entitled to seek specific enforcement of these Protective Covenants and to injunctive or other equitable relief (without the requirement to post bond) as a remedy for a breach or threatened breach.

5.1.6 You further agree that, in the event you obtain alternative employment or consulting work with another employer or entity, NextEra will be entitled to notify your new employer or the entity for whom you provide consulting work of your rights and obligations arising under this Section 5.

5.1.7 The provisions contained in Section 5.1 are in addition to your continuing confidentiality obligations pursuant to the agreement styled Confidentiality Agreement - Florida, executed by you on April 14, 2003 ("Confidential Information Agreement"). For the avoidance of doubt, any post-employment restrictive covenants contained in your equity awards are hereby superseded in their entirety by the restrictive covenants set forth in this Section 5.1.

5.1.8 For the avoidance of doubt, none of the provisions in this Section 5.1 shall be deemed to preclude your service, in and of itself, as a member of the Board of Directors of AEGIS Insurance Services, Inc. or any role for which you have been hired, retained, elected or appointed in federal, state, or local government.

5.2 Cooperation. The parties agree that certain matters in which you have or may have been involved during your employment may necessitate your cooperation in the future. Accordingly, as a further condition to your receipt and retention of the benefits provided in Section 2, to the extent reasonably requested by the Company Group, you will cooperate with the Company Group in connection with matters arising out of your service to the Company Group (other than, for the avoidance of doubt, adversarial matters between you and any member of the Company Group); provided, however, that the Company Group will make reasonable efforts to minimize disruption of your other activities. In addition, without limiting the generality of the foregoing, and subject to the restrictions and limitations of this Section 5.2, during the three-year period after the Retirement Date, you will use reasonable best efforts to cooperate with the Company Group and its counsel with respect to any (x) internal or external investigation with respect to matters arising out of your service to the Company Group and (y) administrative, regulatory, law enforcement, judicial, legislative or other proceedings (including investigations or any other sort of inquiry) related to matters arising out of your service to the Company Group. Your duty of cooperation includes your (i) making yourself reasonably available to the Company Group, its counsel and any third party investigators retained by the Company Group for interviews and factual investigations, (ii) between the Effective Date and the Retirement Date, providing prompt access to the Company Group, its counsel and any third party investigators retained by the Company Group to materials, documents and hardware (including Company-provided phones and laptops) in your possession, (iii) appearing at the Company Group's request to give testimony without requiring service of a subpoena or other legal process, (iv) reasonably cooperating at the Company Group's request with interview or document requests from governmental authorities, (v) providing reasonably prompt access to information and documents within your possession or under your control needed by the Company Group to respond to any request for information and documents from any governmental authority, and (vi) providing assistance in response to any request by the Company Group in defense of any claims that may be made against the Company Group related to matters arising out of your service to the Company Group. You will also reasonably assist the Company Group as requested in the prosecution of any claims that may be made by the Company Group against any third party other than yourself, to the extent that such claims may relate to the period of your employment with the Company Group. The Company Group will reimburse you for the reasonable out-of-pocket expenses incurred by you in connection with such cooperation, as well as Reasonable Legal Fees in connection with such cooperation. "Reasonable Legal Fees" means attorneys' fees for a reasonable number of hours that you incur for reasonably necessary representation by a single law firm of your choosing (billed at such law firm's standard hourly rates multiplied by the discount rate, expressed as a percentage, ascribed to law firms serving as preferred legal providers to the Company at the time such services are provided).

5.3 Repayment; Forfeiture; Clawback.

5.3.1 Notwithstanding anything to the contrary in this Agreement, if you fail to comply in any material respect with the obligations of Section 5.2 on one or more occasions following notice and a reasonable opportunity to cure (to the extent such failure is capable of cure), you will be required to repay all amounts, less \$1,000, set forth in Section 2.1 that have previously been paid to you. In addition, if a court of competent jurisdiction finds that you have violated (and not having promptly cured if such violation is capable of cure) any of your obligations set forth in Section 5.1, you will be required to repay all amounts, less \$1,000, set forth in Section 2 that have previously been paid to you and any equity or equity based award which vests after the date hereof shall be forfeited and to the extent that you have sold or realized any net gain on such award you shall be required to disgorge and repay the amount of such net gain to the Company and you will immediately forfeit all rights to the amounts provided in Section 2 that have not yet been paid to you. The repayment and forfeiture provisions of this Section 5.3 will be in addition to, and not in limitation of, any other remedies available to the Company Group at law or in equity. In addition, any portion, up to and including the full

amounts, paid to you pursuant to Section 2 will be repaid by you to the Company Group if and to the extent that such amounts paid to you are required to be repaid pursuant to any law, rule or regulation.

5.3.2 You expressly acknowledge and agree that, in the event of a Specified Event (as defined below) then you shall forfeit any right to any of the benefits set forth in Section 2.1 and 2.2 of this Agreement and you shall promptly (and within 10 days following written demand by the Company) repay or return to the Company all of such benefits (including all payments and equity (or equity acceleration or additional vesting) received pursuant to Section 2 or provided to you pursuant to Section 2 prior to such date (and the unvested portion of any equity awards outstanding as of the Retirement Date shall be cancelled). To the extent that you have sold or realized any net gain on any award required to be repaid or returned pursuant to the foregoing sentence, you shall be required, at the Company's request, to disgorge and repay the amount of such net gain to the Company. "Specified Event" means (i) your conviction of a felony in violation of state or federal laws, or your plea of guilty or nolo contendere to any such felony, in each case based on any actions or omissions in which you engaged during your employment with the Company Group or for which you were responsible during your employment; (ii) your admission to facts that would constitute a felony in violation of state or federal laws in connection with a deferred prosecution agreement, non-prosecution agreement, or other similar agreement based on any actions or omissions, during your tenure as President and Chief Executive Officer of FPL; or (iii) the conviction of a felony in violation of state or federal laws, or the admission to facts that would constitute a felony in violation of state or federal laws in connection with a deferred prosecution agreement, non-prosecution agreement, or other similar agreement, by any member of the Company Group that is an entity (i.e., excluding employees that are deemed to be affiliates) based on any actions or omissions, during your tenure as President and Chief Executive Officer of FPL, (x) in which you participated, (y) of which you had actual knowledge, or (z) of which you recklessly or willfully failed to have actual knowledge.

5.4 Exceptions. Please note that you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of the Company Group's trade secrets that:

- (A) Is made
 - a. In confidence to a federal, state or local government official, either directly or indirectly or to an attorney; and
 - b. Solely for the purpose of reporting or investigating a suspected violation of law; or

- (B) Is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Nothing in this Agreement prohibits you from reporting possible violations of law to a governmental agency or self-regulatory organization, cooperating with such agency, or taking other actions protected under federal or state whistleblower law (including receiving a whistleblower award), in each case without prior notice to or authorization from the Company Group.

5.5 Reformation of Protective Covenants. If any Protective Covenant under Section 5 is held by a court of competent jurisdiction to be enforceable only if modified, the court is expressly authorized to modify, and the parties wish that the court would so modify, the Protective Covenants (instead of severing such otherwise unenforceable provision from this Agreement in its entirety) to such extent and in such manner as it deems warranted to carry out the intent of the Protective Covenants to the maximum extent permitted by law. If any Protective Covenant is ultimately held to be unenforceable and thus stricken in its entirety notwithstanding the desire of the parties as set forth above, any such event shall not affect the validity of the remainder of the Protective Covenants, the balance of which will continue to be binding upon the Company Group and you.

6. Communications Pertaining to this Agreement. You will not, without the prior written approval of the Company, issue any public statements with respect to this Agreement, or otherwise publicize this Agreement, including statements on any website or respond to any inquiries regarding this Agreement by the media. The Company will not, without your prior written approval, issue any press releases with respect to this Agreement unless otherwise required by law, rule or regulation (including NYSE rules), in which event the Company will use reasonable efforts to provide you with an advance draft of such press release and consider, in its sole and absolute discretion, any of your comments, time permitting.

7. Indemnification and Advancement. You remain eligible to receive indemnification and advancement of legal fees pursuant to and to the fullest extent permitted by the Amended and Restated Bylaws of the Company (the “Bylaws”), as in effect on the date hereof; provided that you shall only be advanced and indemnified for Reasonable Legal Fees. Nothing in this Section 7 constitutes an admission of liability or wrongdoing of any kind by you, the Company, or any member of the Company Group.

8. Internal Revenue Code Section 409A. The parties intend to comply with the requirements of section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”). All payments under this Agreement are intended to either be exempt from or comply with the requirements of Section 409A. All payments made under this Agreement shall be paid in accordance with the terms of this Agreement. The parties expressly understand that the provisions of this Agreement shall be construed and interpreted to avoid the imputation of any additional tax, penalty or interest under Section 409A and to preserve (to the nearest extent reasonably possible) the intended benefits payable to you hereunder. If any payment or benefit provided to you in connection with your “separation from service” within the meaning of Section 409A is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A, then such payment or benefit will not be paid until the first payroll date to occur following the six-month anniversary of your Retirement Date (the “Specified Employee Payment Date”). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date will be paid to you in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments will be paid without delay in accordance with their original schedule. Each payment under this Agreement shall be treated as a separate payment of compensation for purposes of Section 409A. Any reimbursements or in-kind benefits provided under this Agreement that are subject to Section 409A shall be made or provided in accordance

with the requirements of Section 409A, including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during the period of time specified in the Agreement, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, (iii) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. Notwithstanding anything in this Agreement to the contrary, the Company shall not make any deductions for money or property that you owe to the Company, offset or otherwise reduce any sums that may be due or become payable to or for the account of you with respect to any arrangements other than pursuant to the terms of this Agreement, from amounts that constitute deferred compensation for purposes of Section 409A and except as required by law. Your right to any deferred compensation, as defined under Section 409A, shall not be subject to borrowing, anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment, or garnishment by creditors, to the extent necessary to avoid additional tax, penalties and/or interest under Section 409A. Nothing herein, including the foregoing sentence, shall change the Company's rights and/or remedies under the Agreement and/or applicable law. In no event shall the Company Group be liable for any penalties, costs, damages, levies or taxes imposed on you pursuant to Section 409A.

9. Miscellaneous Provisions.

9.1 Taxes. The Company Group may withhold from any and all amounts payable under this Agreement or otherwise such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

9.2 Severability. If any provisions in this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.3 Jurisdiction: Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and in all respects shall be interpreted, enforced, and governed under the laws of this State, without regard to any conflict of law. Any dispute over this Agreement shall be resolved by a state or federal court of competent jurisdiction, in Palm Beach County, Florida.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND TO ACKNOWLEDGE THAT SUCH WAIVER IS KNOWING, VOLUNTARY AND INTENTIONAL.

9.4 Second Release. On or within twenty one days following the Retirement Date, as a further condition to the receipt and retention of the Retirement Benefits you agree that you will execute and deliver a second release and waiver of claims, which will be in the same form as the release of claims set forth in Section 4 of this Agreement (except that the release of claims will be through and as of the Retirement Date and will become final and binding upon the expiration of the seven day revocation period after the Retirement Date, such date, the “Final Release Date”). For the avoidance of doubt, if you do not deliver the second release and waiver of claims by the Final Release Date or revoke such release and waiver of claims by the Final Release Date, then you shall not receive the Retirement Benefits and to the extent that you have already received such Retirement Benefits, you will promptly repay such amounts to the Company

9.5 Entire Agreement. The parties agree that this Agreement sets forth all the promises and agreements between them and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written. All references in this Agreement to the phrase “including “shall deemed to mean “including, without limitation,” unless the context clearly indicates otherwise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement.

ERIC E. SILAGY
Signature

Date: January 23, 2023

Executed in Juno Beach, FL

(city, state) Lisa Grove
Witness Print Name

LISA GROVE
Witness Signature

NEXTERA ENERGY, INC.

By: **DEBORAH H. CAPLAN**
Deborah H. Caplan
Its: Executive Vice President Human Resources
and Corporate Services

Date: 1/23/2023

Executed in Juno Beach, FL

Charles E. Sieving
Witness Print Name

CHARLES E. SIEVING
Witness Signature

**ELECTION TO EXECUTE PRIOR TO EXPIRATION
OF 21-DAY CONSIDERATION PERIOD**

I, Eric E. Silagy, understand that I have twenty-one (21) days within which to consider and execute the attached Confirmation of Post- Retirement Covenants Agreement. However, after having an opportunity to consult counsel, I have freely and voluntarily elected to execute the Confirmation of Post- Retirement Covenants Agreement before such twenty- one (21) day period has expired.

January 23, 2023

Date

ERIC E. SILAGY

Signature

Exhibit A
Schedule of Outstanding Awards (page 1 of 2)

Award	Grant Date	Vesting Date*	Outstanding Options	Expiration Date	Exercise Price \$
Options	2/14/2014	Vested	46,536	2/14/2024	23.32
Options	2/13/2015	Vested	61,760	2/13/2025	25.91
Options	2/12/2016	Vested	106,792	2/12/2026	27.92
Options	2/17/2017	Vested	134,428	2/17/2027	31.72
Options	2/15/2018	Vested	120,396	2/15/2028	38.61
Options	2/14/2019	Vested	137,540	2/14/2029	45.65
Options	2/13/2020	Vested	72,992	2/13/2030	68.87
Options	2/13/2020	2/15/2023	36,496	2/13/2030	68.87
Options	2/11/2021	Vested	33,199	2/11/2031	83.95
Options	2/11/2021	2/15/2023	33,198	2/11/2031	83.95
Options	2/11/2021	2/15/2024	33,198	2/11/2031	83.95
Options	2/17/2022	2/15/2023	49,075	2/17/2032	75.38
Options	2/17/2022	2/15/2024	49,076	2/17/2032	75.38
Options	2/17/2022	2/15/2025	49,076	2/17/2032	75.38
Total			963,762		

*The unvested portion of the options are eligible for continued pro-rated vesting as set forth in Section 2.2 of the Agreement. Any remaining unvested portion will be forfeited as of the Retirement Date.

Award	Grant Date	Vesting Date*	Outstanding Award
Performance-Based Restricted Stock	2/13/2020	2/15/2023	3,760
Performance-Based Restricted Stock	2/11/2021	2/15/2023	3,907
Performance-Based Restricted Stock	2/11/2021	2/15/2024	3,907
Performance-Based Restricted Stock	2/17/2022	2/15/2023	6,809
Performance-Based Restricted Stock	2/17/2022	2/15/2024	6,810
Performance-Based Restricted Stock	2/17/2022	2/15/2025	6,810
Total			32,003

*Unvested awards are eligible for continued pro-rated vesting as set forth in Section 2.2 of the Agreement. Any remaining unvested portion will be forfeited as of the Retirement Date.

Award	Performance Period Start Date	Vesting Date*	Outstanding Award
Performance Shares	1/1/2020	12/31/2022	36,228
Performance Shares	1/1/2021	12/31/2023	37,433
Performance Shares	1/1/2022	12/31/2024	66,084
Total*			139,745

*The actual number of performance shares from the chart above could range from 0-200% (0 to 279,490 (prior to pro-ration) depending on actual performance), and are eligible for continued pro-rated vesting as set forth in Section 2.2 of the Agreement. Any remaining unvested portion will be forfeited as of the Retirement Date.

Exhibit A
Schedule of Outstanding Awards (page 2 of 2)

Award	Grant Date	Vesting Date	Outstanding Award
Performance-Based Restricted Stock Units (Executive Transition), including reinvested dividends	2/11/2021	2/15/2025	30,988.62
Performance-Based Restricted Stock Units (Executive Transition), including reinvested dividends	2/11/2021	2/15/2028	30,987.58
Total		61,976.2	

All of these Performance-Based Restricted Stock Units (Executive Transition) shall be cancelled/forfeited as of the Retirement Date.