



STATE OF FLORIDA

**ASHLEY MOODY
ATTORNEY GENERAL**

January 4, 2024

Atlantic Coast Conference
c/o Pearlynn Houck, Esq.
General Counsel
620 South Tryon Street
Charlotte, North Carolina 28202

Dear Ms. Houck:

It is this office's understanding that the Atlantic Coast Conference ("ACC" or "You") is in custody of certain records, executed by public employees of Florida State University (FSU) in their official capacity, or by You as an agent thereof, and in the transaction of official business of FSU, and that the ACC places restrictions on the location and availability of such records.

Accordingly, the Office of the Attorney General hereby requests the following records:

All the financial, business, and membership records of the Atlantic Coast Conference that pertain to Florida State University,¹ directly or indirectly, including but not limited to:

¹ § 119.01(3), Fla. Stat. ("If public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of that person, corporation, foundation, trust, association, group, or other organization which pertain to the public agency are public records and subject to the provisions of s. 119.07."); Fla. Const. art. I, sec. 24; § 119.07, Fla. Stat. See also *NCAA v. Associated Press*, 18 So. 3d 1201, 1207 (Fla. 1st DCA 2009), *review denied*, 37 So. 3d 848 (Fla. 2010).

1. An executed copy of the Atlantic Coast Conference Grant of Rights Agreement (2013).²
 - a. Any other amendment(s) or extensions to the Atlantic Coast Conference Grant of Rights Agreement (2013), including any 2016 extensions.³
 - b. The Atlantic Coast Conference's "Competitive Market Analysis" (2013).
 - c. All communications between You and ESPN, Inc. (ESPN) or ESPN Enterprises, Inc. relating to the Atlantic Coast Conference Grant of Rights Agreement and any amendments, including any ultimatum from ESPN or ESPN Enterprises, Inc. that any grant of rights be extended.
2. An executed copy of the Multi-Media Agreement dated July 8, 2010, between You and ESPN, the Amendment and Extension Agreement dated May 9, 2012 (collectively referred to as the "Amended ESPN Amendment"), and the Second Amendment to the Multi-Media Agreement (2014).
 - a. Any other amendment(s) or extensions to the "Amended ESPN Agreement."
3. An executed copy of the 2014 Amended Multimedia Agreement and the July 21, 2016 Amended and Restated ACC-ESPN Multi-Media Agreement between You and ESPN, and any amendment(s) or extension(s), including any August 14, 2021 option extension.
4. Any other executed agreements referred to as the "ESPN Agreement."
5. Any other executed agreements between You and ESPN, including the July, 2016 ACC-ESPN Network Agreement for ACC's prestige network.
6. Any other executed agreements between You and ESPN Enterprises, Inc.
7. Any other executed agreements between You and Disney.
8. Any Atlantic Coast Conference Constitution and Bylaws not attached to Your Complaint in *Atlantic Coast Conference v. Board of Trustees of Florida State University* (Mecklenburg Co. Sup. Ct.) (filed Dec. 21, 2023).

² Exhibit 2 attached to Your Complaint in *Atlantic Coast Conference v. Board of Trustees of Florida State University* (Mecklenburg Co. Sup. Ct.) (filed Dec. 21, 2023), is undated on page 1.

³ Exhibit 7 attached to Your Complaint in *Atlantic Coast Conference v. Board of Trustees of Florida State University* (Mecklenburg Co. Sup. Ct.) (filed Dec. 21, 2023), is undated on page 1.

9. Your annual operating budget for 2023-2024 and for 2024-2025.

Should you deny the agency's request, or any part thereof, please state in writing the basis for the denial, including the exact statutory citation authorizing the denial as required by section 119.07(1)(e), Florida Statutes. The agency also requests that the custodian of public records state in writing and with particularity the reasons for the conclusion that the record is exempt or confidential. § 119.07, Fla. Stat.

Please note that the contracts referenced above almost certainly constitute property of a public university, and are to be disclosed. See *Volume Services, Inc. v. Ovations Food Services, L.P.*, 2018 WL 5094388, at *15 (N.C. Super. Oct. 17, 2018) (holding “[c]ontracts with a public body, and any information contained therein, are generally considered public information” and in determining the trade secret exception’s “applicability to information contained in a contract between a private person and a public entity, [the North Carolina] Court of Appeals held that negotiated terms of a public contract are not exempt from disclosure because they are not the ‘property of a private ‘person’ as *the terms belong to both the private party and the government entity.*”) (emphasis added); see also *Wilmington Star-News, Inc. v. New Hanover Reg’l Med. Ctr., Inc.*, 480 S.E.2d 53, 57 (N.C. Ct. App. 1997).

Please note that section 119.10(2), Florida Statutes, states that any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, “commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.”

We ask that you provide these records no later than 10 days from receipt of these requests because they are readily accessible.

If you have any questions in the interim, please contact Nick Weilhammer, Associate Deputy Attorney General for Enforcement at (850) 414-3861.

Sincerely,



Ashley Moody
Florida Attorney General

cc: Carolyn Egan, Esq.
General Counsel, Florida State University