



STATE OF INDIANA

MIKE BRAUN, Governor

**PUBLIC ACCESS COUNSELOR
JENNIFER RUBY**

Indiana Government Center South
402 West Washington Street, Room W470
Indianapolis, Indiana 46204-2745
Telephone: (317) 234-0906
Email: pac@opac.in.gov
Website: www.IN.gov/pac

December 31, 2025

Re: Complaint 25-FC-069
Seth M. Nelson (Complainant) v.
Purdue University (Respondent)

This advisory opinion is issued in response to the above-referenced complaint filed March 28, 2025.

A Notice of Complaint, along with a copy of the complaint, was sent to the Respondent on October 16, 2025, requesting a formal response by November 14, 2025. A formal response, submitted by Legal Services Coordinator Kaitlyn Heide on behalf of Respondent, was received in this office on November 12, 2025.

The complaint alleges that Respondent violated the Access to Public Records Act (APRA) by failing to provide a copy of the settlement agreement (agreement), including financial terms, between Respondent and Jane Doe.

ANALYSIS

The public policy of APRA states that “[p]roviding persons with the information is an essential function of a representative government and an integral part of the routine duties of public officials and employees, whose duty it is to provide the information.” Indiana Code (IC) 5-14-3-1. Respondent is a public agency for purposes of APRA; and therefore, subject to the requirements. IC 5-14-3-2(q). As a result, unless an exception applies, any person has the right to inspect and copy Respondent’s public records during regular business hours. IC 5-14-3-3(a).

Complainant filed a request for copies of public records on February 28, 2025. The request sought a copy of the agreement that Respondent entered into with Jane Doe as a result of litigation in the Tippecanoe County courts. The Respondent acknowledged the request and provided a redacted copy of the agreement on March 11, 2025. Complainant took exception to the redaction of the agreement which omitted the financial terms, appealed to Respondent to reconsider the redaction of the document and the appeal was denied.

APRA contains exceptions-both mandatory and discretionary-to the general rule of disclosure. In particular, APRA prohibits a public agency from disclosing certain records unless access is specifically required by state or federal statute or is ordered by a court under the rules of discovery. IC 5-14-3-4(a). In addition, APRA lists other types of records that may be excepted from disclosure at the discretion of the public agency. IC 5-14-3-4(b).

Respondent in its response states that the settlement agreement was subject to a confidentiality clause, to protect the victim of an alleged sexual assault. For this reason, the parties included confidentiality clauses, remedy for breach of confidentiality, and specifically Section 1 (d):

In the event of public records request seeking a copy of this Agreement, the University will redact all references to [redacted] name and the financial terms of this Agreement prior to provision of this Agreement to the requesting party.

Therefore, Respondent redacted those terms of the agreement, including financial terms, in keeping with these clauses.

APRA requires that a public agency denying access to records in its response to a written public records request put the denial in writing and include a statement of the specific exception or exceptions authorizing the withholding of all or part of the public record. IC 5-14-3-9(d). Respondent, while relying on the confidentiality clause, did not cite a statutory exemption for the denial of the redacted portion of the record.

Settlement agreements were addressed by the court in *Knightstown Banner LLC v. Town of Knightstown*, 838 N.E.2d 1127 where the court found a settlement agreement that had been prepared, executed and retained by counsel for the insurance company was a public document. The court ordered the settlement agreement to be delivered to the plaintiff.

This office also opined that “the parties to an agreement cannot deem information confidential in abrogation of the Access to Public Records Act.” *Opinion of the Public Access Counselor 06-FC-172*. This was more fully stated in *Opinion of the Public Access Counselor 12-FC-247*, quoting *03-FC-130*:

“A public agency has no authority to declare or agree to maintain a public record as “confidential,” and such record maintained by a public agency may be withheld from disclosure only if it falls within one of the narrow and limited exceptions set forth in Indiana Code 5-14-3-4. Thus, if a settlement agreement -- even one with a “confidentiality clause” -- is “created, received, retained, maintained, or filed by or with a public agency,” it is a “public record” under the APRA and subject to disclosure under the provisions of that statute.”

Finally, this office further opined that "...settlement agreements often extend public resources. If there are financial terms to an agreement, it must be disclosed." *Opinion of the Public Access Counselor 20-FC-171.*

CONCLUSION

This office finds that Respondent violated APRA by redacting the financial terms of the agreement without providing a statutory exception upon which the redaction of the public record is based.

Note: the redaction of Jane Doe's name is not in dispute and was not raised as an issue for Complainant. Therefore, this is not considered in this opinion.



Jennifer G. Ruby
Public Access Counselor