

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement (the “Agreement”) is entered into between Petitioner Public.Resource.Org., Inc. (“PRO”), Respondent California Building Standards Commission (“BSC”), and Intervenor International Code Council, Inc. (“ICC”) and National Fire Protection Association, Inc. (“NFPA”), referred to collectively below as “the Parties.”

**WHEREAS**, on March 17, 2021, PRO filed a Verified Petition for a Peremptory Writ of Mandate Ordering Compliance with the California Public Records Act in the Superior Court of California, County of Sacramento, Case No. 34-2021-80003612 (the “Action”) naming BSC and the California Office of Administrative Law as Respondents; on August 27, 2021, the Court granted ICC and NFPA’s Motion to Intervene as Respondents; and, on March 25, 2022, the Court entered a non-contested tentative ruling as an Order of the Court, denying the Petition as to Respondent California Office of Administrative Law and staying the claims against Respondent BSC.

**WHEREAS**, the Parties have agreed to resolve any and all remaining claims and disputes at issue in the Action in the interest of avoiding the costs and uncertainties of further litigation;

**NOW, THEREFORE**, the Parties agree as follows:

1. No later than 14 days following the date this Agreement is fully executed by the Parties, BSC shall produce the 2019 electronic version of Title 24 to PRO that was in BSC’s possession on December 29, 2020, the date of PRO’s request, accompanied by a cover letter identifying it as such.
2. No later than 14 days following the date BSC discloses the records in accordance with this Agreement, PRO shall file in the Sacramento County Superior Court a request for dismissal of the Action in its entirety with prejudice. Each Party shall thereafter sign such further documents and take such further action as may reasonably be necessary to effectuate a dismissal of the Action with prejudice.
3. PRO, on behalf of itself and its officers, directors, employees, agents, shareholders, attorneys, representatives, affiliates, predecessors, successors, investors and assigns, hereby releases and forever discharges BSC, the State of California and any agency or subdivision thereof, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys’ fees and costs actually incurred), and punitive damages, of any nature whatsoever, whether at law or in equity, or known or unknown, which PRO has, or may have had, against BSC, whether or not apparent or yet to be discovered, or

which may hereafter develop, for any acts or omissions related to or arising from the Action.

4. Intervening respondents ICC and NFPA hereby waive any and all claims against BSC, the State of California and any agency or subdivision thereof, attorneys, agents, employees (including those whose names appear in the record disclosed pursuant to this Agreement), managers, representatives, assigns, and successors in interest, and all persons acting by, through, under or in concert with them, arising from or related to the production pursuant to paragraph 1 of the Agreement.
5. The Parties shall each bear their own costs and attorney fees incurred in connection with the Action and the Agreement, and each Party waives the right to make a claim against any other Party for such costs, attorney fees or any other expenses associated with the Action and this Agreement.
6. Neither this Agreement nor any action taken pursuant to this Agreement shall constitute an admission of any wrongdoing, fault, violation of law, or liability of any kind on the part of any party to this Agreement.
7. The Parties represent and warrant that they understand and expressly waive any rights or benefits available to them under Section 1542 of the Civil Code of California, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8. Each Party represents and warrants that it has not assigned, transferred, or purported to assign or transfer to any person or entity any matter released herein. Petitioners also agree to indemnify and hold harmless Respondent and their successors and assigns against any claims, demands, causes of action, damages, debts, liabilities, costs or expenses, including, but not limited to, attorney fees, arising out of or in connection with any such transfer, assignment, or purported transfer or assignment.
9. This Agreement shall be binding upon the heirs, successors, and assigns of the Parties.
10. This Agreement shall be governed by the laws of the State of California.
11. In the event any portion of this Agreement is deemed to be unenforceable, or is in conflict with applicable law, the remainder of this Agreement shall be enforced and shall remain in full force and effect.

12. The Parties acknowledge that they are, and have been, represented by legal counsel in connection with the negotiation, drafting, and signing of this Agreement, that they understand and fully agree to every provision of this Agreement, and that they have received a copy of this Agreement. The Parties represent and declare that, in executing this Agreement, they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own legal counsel, concerning the nature, extent, and duration of their rights and claims under this Agreement, and that they have not been influenced to any extent whatsoever in executing this Agreement by any representations, statements, or omissions by any party hereto or by any persons representing any party hereto other than themselves pertaining to any of the matters contained herein, except for those warranties and representations contained expressly in this Agreement.
13. The Parties shall be deemed to have participated equally in the drafting of this Agreement. The Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties.
14. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements and discussions regarding this settlement. The terms are deemed contractual and not a mere recital and may only be modified or amended by a written instrument executed by the Parties. There are no warranties, representations, agreements, promises or terms other than as set forth herein. This Agreement may be waived, canceled, novated, modified, or amended only by a writing signed by the party against whom said waiver, cancellation, novation, modification, or amended is asserted.
15. The person executing this Agreement on behalf of each party represents and warrants that: (a) each is authorized by their respective entity to execute this Agreement; and (b) each is acting within the scope of his or her authority as officers or duly authorized representatives of his or her respective entity.
16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures faxed or e-mailed to an opposing party shall constitute original and binding signatures for the purposes of executing this Agreement and rendering it binding.

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this agreement to be executed as of the date(s) set forth below.

Dated: 8/12/2024

**California Business Standards  
Commission**

By:  
Stoyan Bumbalov, Executive Director  
*Stoyan Bumbalov*

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Dated: \_\_\_\_\_

**Public.Resource.Org., Inc.**

By:

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Dated: 8/16/2024

**International Code Council, Inc.**

By:

*Jordana Rubel*

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Jordana Rubel, General Counsel

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Dated: \_\_\_\_\_

**National Fire Protection Association, Inc.,**

By:

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Dated: 8/12/2024

**California Business Standards Commission**

By: Stoyan Bumbalov, Executive Director

*Stoyan Bumbalov*  
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Dated: 8/13/2024

**Public.Resource.Org., Inc.**

By:

Carl Malamud, President

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*Carl Malamud*  
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Dated: \_\_\_\_\_

**International Code Council, Inc.**

By:

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Dated: Aug 21, 2024

**National Fire Protection Association, Inc.,**

By:

Suzanne Gallagher

*Suzanne Gallagher*  
Vice President & General Counsel  
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