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October 24, 2024

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Dear Ms. Howerton and Ms. Dolde:

Under the Georgia Open Records Act § 50.18.70 et seq., I am requesting a copy of Official Code of Georgia Annotated in electronic format, such as PDF files, text files, XML files, or other electronic formats you may possess.

If there are any fees for searching or copying these records, please inform me if the cost will exceed \$100. However, I would also like to request a waiver of all fees in that the disclosure of the requested information is in the public interest and will contribute significantly to the public’s understanding of the law. This information is not being sought for commercial purposes.

The Georgia Open Records Act requires a response time within three business days. If access to the records I am requesting will take longer than three days, please contact me with information about when I might expect copies or the ability to inspect the requested records.

If you deny any or all of this request, please cite each specific exemption you feel justifies the refusal to release the information and notify me of the appeal procedures available to me under the law.

Please note that I am aware of the site provided by your vendor, Lexis. That site displays a copyright notice on each and every code page that reads:

Official Code of Georgia Annotated

Copyright © 2024 All rights reserved.


Appendix 1 shows an example of the copyright notice on Section 1-1-1. In addition, the site prohibits downloading through strict technical measures (See Appendix 2) and through strict terms of use (See Appendix 3).

Thank you for considering my request.

Sincerely,

DocuSigned by:  
*Carl Malamud*  
F4821C69711D44D...  
Carl Malamud

DS



**APPENDIX 1: Example of OCGA on Lexis with Copyright Notices**

Document:

O.C.G.A. § 1-1-1



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## O.C.G.A. § 1-1-1

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Current through 2024 Regular and Extraordinary Session of the General Assembly.

[Official Code of Georgia Annotated](#) [TITLE 1 General Provisions \(Chs. 1 – 5\)](#) [CHAPTER 1 General Provisions \(§§ 1-1-1 – 1-1-11\)](#)

### 1-1-1. Enactment of Code.

**(a)** The statutory portion of the codification of Georgia laws prepared by the Code Revision Commission and the Michie Company pursuant to a contract entered into on June 19, 1978, is enacted and shall have the effect of statutes enacted by the General Assembly of Georgia. The statutory portion and numbering and arrangement of such codification, along with supplementary content determined to be useful to users, shall be published by the state and when so published shall be known and may be cited as the “Official Code of Georgia Annotated.”

**(b)** The following matter contained in the Official Code of Georgia Annotated, including all supplements and revised volumes thereof, shall be considered enacted by the General Assembly:

**(1)** Statutory text; and

**(2)** Arrangement and numbering system, including, but not limited to, title, chapter, article, part, subpart, Code section, subsection, paragraph, subparagraph, division, and subdivision numbers and designations.

**(c)** The following matter contained in the Official Code of Georgia Annotated, including all supplements and revised volumes thereof, shall not be considered enacted by the General Assembly, shall bear no additional weight or effect, and shall not be construed to have the imprimatur of the General Assembly by virtue of such inclusion in the Official Code of Georgia Annotated:

**(1)** Case annotations;

- (2) Research references, including, but not limited to:
  - (A) Law reviews;
  - (B) Collateral references to secondary sources;
  - (C) Opinions of the Georgia Attorney General;
  - (D) Advisory opinions of the State Bar; and
  - (E) Cross-references;
- (3) Captions;
- (4) Catchlines;
- (5) Headings;
- (6) Title and chapter analyses;
- (7) History lines;
- (8) Repeal lines;
- (9) Editorial notes;
- (10) Amendment notes;
- (11) Code Commission notes;
- (12) Effective date notes;
- (13) Tables;
- (14) User’s Guide;
- (15) General Index;
- (16) Volume indices;
- (17) Indices related to local and special laws;
- (18) Conversion tables;
- (19) Rules and regulations of state agencies, departments, boards, commissions, or other entities;
- (20) Material in brackets or parentheses and editorial, delayed effective date, effect of amendment, or other similar notes within the text of a Code section which has been added by the publisher in order to explain or to prevent a misapprehension concerning the contents of the Code section; and
- (21) Any other matter published in the Official Code of Georgia Annotated which is not included in subsection (b) of this Code section.

## History

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Ga. L. 1982, p. 3, § 1; Ga. L. 2021, p. 916, § 1/SB 238.

▼ Annotations

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Notes

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**Amendments.**

**The 2021 amendment**, effective July 1, 2021, substituted the present provisions of this Code section for the former provisions, which read: "The statutory portion of the codification of Georgia laws prepared by the Code Revision Commission and the Michie Company pursuant to a contract entered into on June 19, 1978, is enacted and shall have the effect of statutes enacted by the General Assembly of Georgia. The statutory portion of such codification shall be merged with annotations, captions, catchlines, history lines, editorial notes, cross-references, indices, title and chapter analyses, and other materials pursuant to the contract and shall be published by authority of the state pursuant to such contract and when so published shall be known and may be cited as the 'Official Code of Georgia Annotated.'"

**Editor's notes.**

The Michie Company, referred to in this Code section, now operates under the trade name LexisNexis®, a division of ReedElsevier. For the Acts reenacting the Official Code of Georgia Annotated as amended by the text and numbering contained in the 1982 through 2023 supplements, see Ga. L. 1983, p. 3, § 1; Ga. L. 1984, p. 22, § 54; Ga. L. 1985, p. 149, § 54; Ga. L. 1986, p. 10, § 54; Ga. L. 1987, p. 3, § 54; Ga. L. 1988, p. 13, § 54; Ga. L. 1989, p. 14, § 54; Ga. L. 1990, p. 8, § 54; Ga. L. 1991, p. 94, § 54; Ga. L. 1992, p. 6, § 5; Ga. L. 1993, p. 91, § 54; Ga. L. 1994, p. 97, § 54; Ga. L. 1995, p. 10, § 54; Ga. L. 1996, p. 6, § 54; Ga. L. 1997, p. 143, § 54; Ga. L. 1998, p. 128, § 54; Ga. L. 1999, p. 81, § 54; Ga. L. 2000, p. 136, § 54; Ga. L. 2001, p. 4, § 54; Ga. L. 2002, p. 415, § 54; Ga. L. 2003, p. 140, § 54; Ga. L. 2004, p. 631, § 54; Ga. L. 2005, p. 60, § 54; Ga. L. 2006, p. 72, § 54; Ga. L. 2007, p. 47, § 54; Ga. L. 2008, p. 324, § 54; Ga. L. 2009, p. 8, § 54; Ga. L. 2010, p. 878, § 54; Ga. L. 2011, p. 752, § 54; Ga. L. 2012, p. 775, § 54; Ga. L. 2013, p. 141, § 54; Ga. L. 2014, p. 866, § 54; Ga. L. 2015, p. 5, § 54; Ga. L. 2016, p. 864, § 54/HB 737; Ga. L. 2017, p. 774, § 54/HB 323; Ga. L. 2018, p. 1112, § 54/SB 365; Ga. L. 2019, p. 1056, § 54/SB 52; Ga. L. 2020, p. 493, § 54/SB 429; Ga. L. 2021, p. 922, § 54/HB 497; Ga. L. 2022, p. 352, § 54/HB 1428; Ga. L. 2023, p. 730, § 8/HB 475; and Ga. L. 2024, p. 1052, § 7/SB 448, respectively.

## JUDICIAL DECISIONS

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**Official Code publication controls over unofficial compilation. —**

Attorneys who cite unofficial publication of 1981 Code do so at their peril; in any situation wherein defendant's compilation differs in any way from statutory provisions of the Official Code of Georgia Annotated as published by Michie (now Lexis-Nexis®), it is the Michie publication which is controlling. Georgia ex rel. Gen. Ass'y v. Harrison Co., 548 F. Supp. 110, 1982 U.S. Dist. LEXIS 14840 (N.D. Ga. 1982), vacated, 559 F. Supp. 37, 1983 U.S. Dist. LEXIS 18534 (N.D. Ga. 1983).

## Research References & Practice Aids

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**Cross references.**

Powers and duties of Code Revision Commission regarding publication of Code, §§ 28-9-3, 28-9-5.

Effect of reenactment of the Code, § 28-9-5.

Authorization to use state emblem on cover of official Code, § 50-3-8(b).

**Law reviews.**

For discussion of the work of the Code Revision Commission in making the Code, see 18 Ga. St. B.J. 102 (1982).

For article, "Researching Georgia Law," see 9 Ga. St. U. L. Rev. 585 (1993).

For article, "Researching Georgia Law," see 34 Ga. St. U. L. Rev. 741 (2015).

For article, "*Code Revision Commission v. Public.Resource.Org* and the Fight Over Copyright Protection for Annotations and Commentary," see 54 Ga. L. Rev. 111 (2019).

**Hierarchy Notes:**

O.C.G.A. Title 1, Ch. 1

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## APPENDIX 2: Prohibition of Downloading



Figure 1: Before entering the Lexis site, the user is presented with an admonition that prohibits downloading the code.

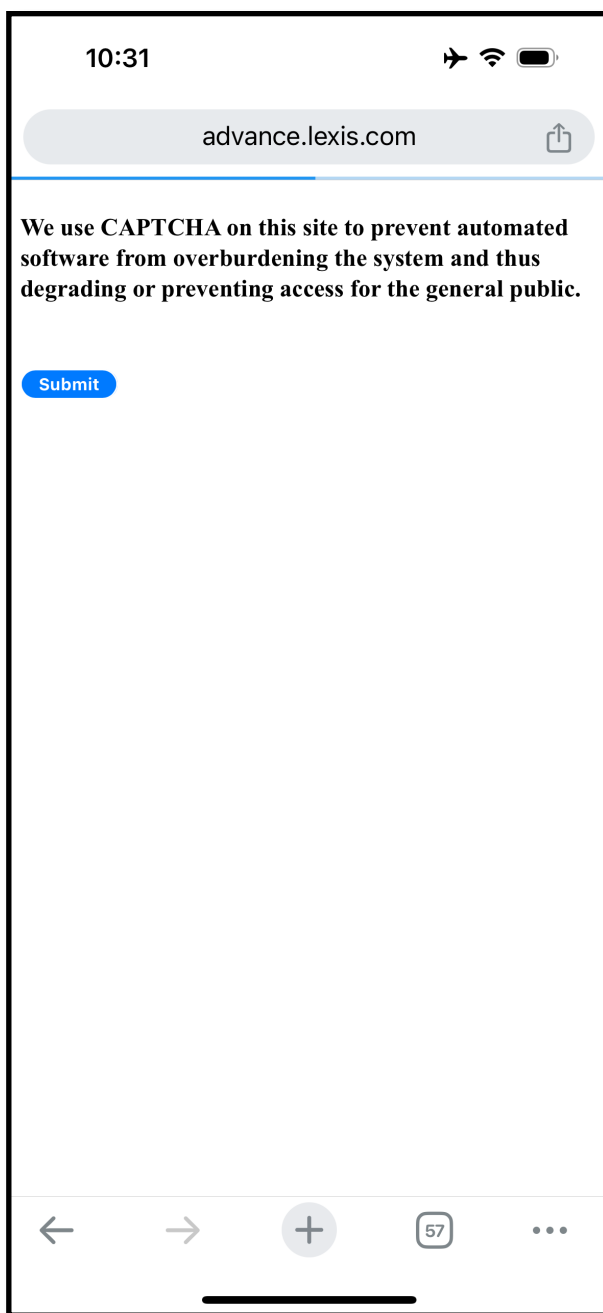
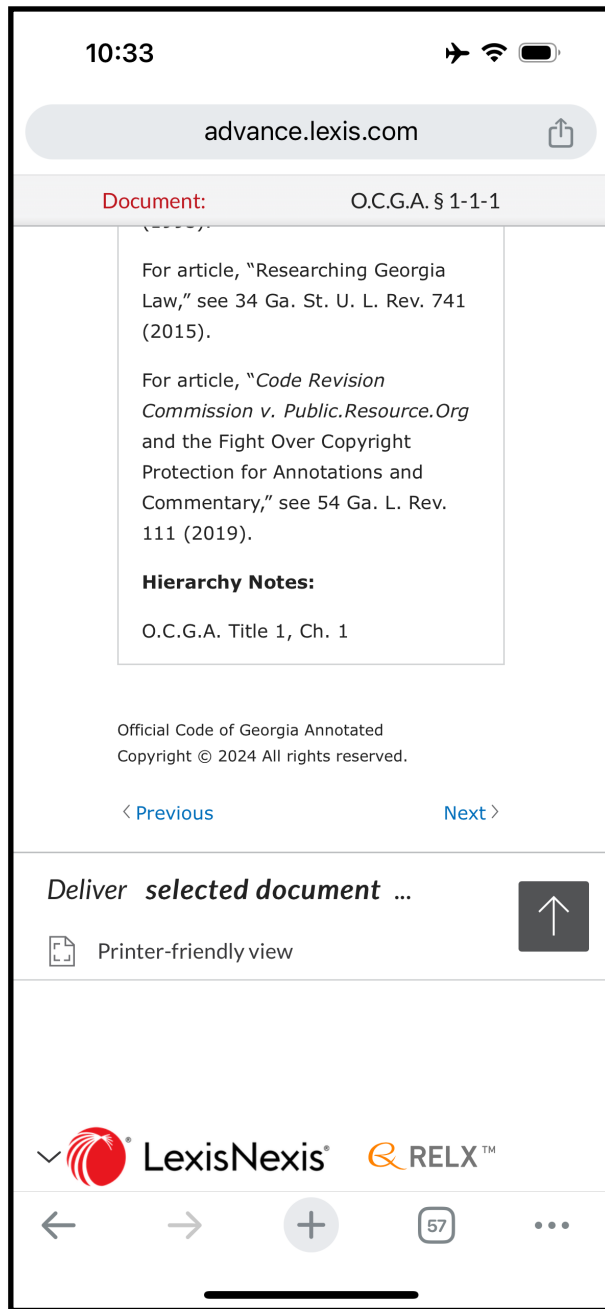


Figure 2: The user must identify all traffic lights before continuing on into the site.



Figure 3: The user is presented with copyright notices, despite the decision of the U.S. Supreme Court in Georgia v. Public.Resource.Org, Inc. .



### APPENDIX 3: Terms of Use

## General Terms and Conditions

AS OF THE EFFECTIVE DATE, THESE TERMS & CONDITIONS GOVERN YOUR USE OF THE LEXISNEXIS ONLINE SERVICES. ANY PRODUCTS OR SERVICES LINKING TO THESE TERMS & CONDITIONS ARE ONLINE SERVICES SUBJECT TO THE TERMS HEREOF. THE FOREGOING CONSTITUTES NOTICE UNDER SECTION 5.1 BELOW.

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**Effective Date: November 1, 2023**

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**4.5** Notwithstanding anything to the contrary in this Section 4: (a) If there is a breach of the warranty in Section 3.1 above, then LN at its option and expense, shall either defend or settle any action and indemnify and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or Materials, asserted against you by such third party provided: (i) all use of the Online Services and Materials was in accordance with this Subscription Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or Materials with or into other products or applications not approved by LN; (iii) you give LN prompt notice of any such claim; and (iv) you give LN the right to control and direct the investigation, defense and settlement of each such claim. You, at the expense of LN, shall reasonably cooperate with LN in connection with the foregoing. (b) In addition to Section 4.5(a), if the Online Services or the operation thereof become, or in the opinion of LN are likely to become, the subject of a claim of infringement, LN may, at its option and expense, either: (i) procure for you the right to continue using the Online Services; (ii) replace or modify the Online Services so that they become non-infringing; or (iii) if options (i) or (ii) are not reasonably available terminate this Subscription Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges. (c) The provisions of Sections 4.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

## 5. MODIFICATIONS & TERMINATION

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SERVICES. THE EFFECTIVE DATE OF TERMINATION SHALL BE 30 DAYS AFTER THE DATE OF SUCH WRITTEN NOTICE OF termination, provided that during such 30-day period, LN shall have the opportunity to cure the condition or circumstances alleged to constitute such material degradation or material adverse effect on your access to the Online Services. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, this Subscription Agreement may not be supplemented, modified, or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this Subscription Agreement may not be supplemented, modified, or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. Notwithstanding anything to the contrary, LN shall have the right to amend the Agreement (x) to comply with regulatory and/or legal requirements (and changes thereto), (y) for compliance purposes, or (z) to make ministerial or administrative changes to the Agreement, in each case of (x), (y) or (z) above, without giving rise to Subscriber's right to terminate described above in this paragraph.

**5.2** LN may terminate this Subscription Agreement at any time in accordance with this Section 5.2. You may terminate this Subscription Agreement in accordance with this Section 5.2 only if (i) you are under a transactional pricing plan; and (ii) there are no executed agreements (including without limitation, any order form or agreement for Online Services) in effect between you and LN. The effective date of termination shall be 10 days after the receipt of written notice of termination unless a later date is specified in the notice. LN may temporarily suspend or discontinue providing access to the Online Services to any or all Authorized Users in breach of this Subscription Agreement without notice and LN may pursue any other legal remedies available to it.

**5.3** Upon termination of this Subscription Agreement, Subscriber's rights to use or access the Online Services or Materials shall cease and Subscriber shall immediately discontinue use thereof and access thereto.

## 6. PRIVACY and DATA SECURITY

**6.1** The ability of LN to provide Materials is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions ("Data Laws") and by the licenses under which it obtains Materials ("Licenses"). You acknowledge that LN will perform a due diligence review of your account upon registration and that the due diligence review will be heightened if you desire to access sensitive, non-public Materials about individuals. You also acknowledge that LN will perform periodic reviews of you and your Authorized Users' use of Materials subject to Data Laws or Licenses ("Regulated Data") to comply with Data Laws and license restrictions, and that the review may include asking you or your Authorized Users to verify that use of Regulated Data was for a permissible purpose. You and your Authorized Users will cooperate with LN in any such due diligence or regulatory review and will promptly produce all relevant records and documentation and other assistance reasonably requested by LN to enable LN to fulfill its obligations under Data Laws and Licenses. All reviews will be at the expense of LN. If there is any failure to cooperate with LN, or if any review reveals the lack of a permissible purpose to access Regulated Data, LN may deny access to the Online Services or to Regulated Data. LN will be under no obligation to reduce the fees payable by you to the extent that it is unable to provide Regulated Data to you based solely on your non-cooperation.

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Online Services by LN. If you or your Authorized Users access through an Authorized User's failure to properly secure his or her LN ID or computer (a "User") should access or use Regulated Data in an unauthorized manner (a "Security Event"), then the following provisions will apply: (a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred; (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law; (c) the notification will not reference LN or the product through which the Regulated Data was provided, nor will LN be otherwise identified or referenced in connection with the Security Event, without the express written consent of LN; (d) you will be solely liable for all claims that may arise from a Security Event caused by you, your Authorized Users or a User and you will indemnify LN for any third-party claims directed against LN that arise from the Security Event; and (e) all notifications and indemnity claims related to the Security Event will be solely at your expense.

**6.3** You are responsible for the legality of the personal data that you or your Authorized Users provide to us. To the extent that you or your Authorized Users provide personal data to us for account registration or otherwise, the parties acknowledge and agree that we will process such information in accordance with the data protection laws, the LexisNexis Privacy Policy at <https://www.lexisnexis.com/global/privacy/privacy-policy.page> (<https://www.lexisnexis.com/global/privacy/privacy-policy.page>) and the LexisNexis Data Processing Addendum at <https://www.lexisnexis.com/global/privacy/processing-terms.page> (<https://www.lexisnexis.com/global/privacy/processing-terms.page>) ("DPA"). Terms used but not defined in this section shall have the meanings ascribed to them in the DPA.

## 7. MISCELLANEOUS

**7.1** All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by LN. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to LN should be sent to LexisNexis, Attn: Head of Legal – North America, 9443 Springboro Pike, Miamisburg, OH 45342.

**7.2** No party will be liable for any damage, delay, or failure of performance resulting directly or indirectly from a Force Majeure Event. If a Force Majeure Event occurs, the affected party will notify the other parties and make commercially reasonable efforts to mitigate the adverse effects of the Force Majeure Event on its obligations under the Subscription Agreement. This Section 7.2 does not excuse Subscriber's obligation to pay for Online Services actually received. As used herein, "Force Majeure" means: a cause which is beyond a party's reasonable control, including fire, riot, civil disturbance, strike (other than a strike by that party's employees), embargo, explosion, earthquake, volcanic action, flood, epidemic, pandemic, act of military authority, act of terrorism, act of God, act of the public enemy, government requirement or delay, change in law or regulation, civil or military authority, inability to secure raw materials or transportation facilities, and act or omission of a carrier or supplier.

**7.3** THE PARTIES HERETO, ON BEHALF OF THEMSELVES AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AGREE THAT ANY SUIT, ACTION, DISPUTE OR PROCEEDING, WHETHER BY CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY OR AGAINST ANY PARTY HERETO OR ANY HEIR, EXECUTOR, ADMINISTRATOR, SUCCESSOR OR ASSIGN OF ANY PARTY HERETO, ARISING OUT OF, CONCERNING OR IN ANY WAY RELATING TO THIS

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IN ANY WAY, SHALL BE TRIED WITHOUT A JURY. EACH PARTY HEREBY KNOWINGLY, EXPRESSLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY SUCH SUIT, ACTION, DISPUTE OR PROCEEDING, TO THE FULLEST EXTENT PERMITTED BY LAW.

**7.4** Certain aspects of, or links contained in, the Online Services may link to websites or services operated by third parties unaffiliated with LN. Such links are provided for Subscriber's convenience only. LN does not control such third-party websites and is not responsible for any content thereon, including with respect to any comments posted on such third-party websites. The inclusion of links to such third-party websites in the Online Services does not amount to or imply any endorsement or warranty of the material on such sites or any association with their owners or operators. Subscriber agrees that LN is not responsible for any such third-party websites and services or any content thereon and agrees to indemnify and hold LN harmless from any and all claims or liability arising from Subscriber's use of or reliance on such third-party websites or services. Any concerns or questions related to third-party websites should be directed to the webmaster or other appropriate contact person for such third party.

**7.5** LN is continuously developing and improving its products and services. LN may ask You or certain of Your Authorized Users to provide feedback including, but not limited to, proposed names, survey responses, research study participation, or user experience insights ("Feedback") about, among other things, its pre-commercial concepts, branding, and/or versions of new or existing products and services (collectively, "Beta Products"). LN is free to incorporate and implement any Feedback into LN products or services without payment of current or future royalties or compensation. In consideration of Your participation in and access to Beta Product development, You hereby assign to LN all rights, title, and interest to Feedback, and, to the extent such assignment is not lawful, You hereby grant LN a perpetual, irrevocable, royalty-free, exclusive, transferrable, worldwide license to use Feedback for all purposes and with all products now known or later created. You acknowledge that Feedback not already publicly known when disclosed to LN becomes Confidential Information of LN. You consent to LN recording Your Feedback. You relinquish any rights (including copyright) to the recording and understand the recording may be copied and used by LN without further permission by You. LN will not use Your name, image or logo in any way endorsing any LN products or services without prior written consent from You.

**7.6** The failure of you, LN, or any third-party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it later.

**7.7** You are liable for all costs of collection incurred by LN in connection with failure to pay for the Online Services, including, without limitation, collection agency fees, reasonable attorney's fees, and court costs.

**7.8** Neither you nor any Authorized User may assign your rights or delegate your duties under this Subscription Agreement without the prior written consent of LN, which consent shall not be unreasonably conditioned, delayed or withheld. This Subscription Agreement and any amendment thereto shall be binding on and will inure to the benefit of the parties and their respective successors and permitted assigns.

**7.9** This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of New York regardless of the law that might otherwise apply under applicable principles of conflicts of law.

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PROVISION OF THIS SUBSCRIPTION AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE TO ANY EXTENT, THEN (a) SUCH PROVISION WILL BE INTERPRETED, CONSTRUED, AND REFORMED TO THE EXTENT REASONABLY REQUIRED TO RENDER IT VALID, ENFORCEABLE AND CONSISTENT WITH ITS ORIGINAL INTENT AND (b) SUCH INVALIDITY OR UNENFORCEABILITY WILL NOT AFFECT ANY OTHER PROVISION OF THIS SUBSCRIPTION AGREEMENT.

**7.11** The Online Service are not, nor are they intended to be, legal, accounting, financial or other professional advice or a substitute for advice of an attorney, accountant or any other professional. The content of the Online Services is intended only as general information and is not intended to be and should not be relied upon as legal advice. LN shall not be liable, and shall be held harmless, for any errors or omissions in the Online Services, and You assume all risks and liabilities in relying on the Online Services, contributing to a third party’s reliance on the Online Services, or inducing a third party to rely upon the Online Services. If you require legal advice or other expert assistance, you must obtain the services of a competent, professional person, and will not rely on or use the content provided on the Online Services as a substitute for such advice or assistance. No attorney-client relationship exists or shall be deemed to exist between you or any of your Authorized Users on the one hand, and LN on the other. If you are an attorney, you further agree that your use of the Online Services shall comply with all court rules, disclosure rules and all rules of professional and ethical conduct applicable to the legal profession in the location where you practice.

**7.12** This Subscription Agreement is a commercial agreement between the parties and shall not be deemed a consumer transaction except and solely to the extent expressly required by law.

**7.13** Where applicable, each affiliated company of LN and each third-party supplier of Materials has the right to assert and enforce the provisions of this Subscription Agreement directly on its own behalf as a third-party beneficiary.

**7.14** This Subscription Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals, or quotations on that subject matter.

- Supplemental Terms:  
Supplemental Terms for Specific Materials (/en-us/terms/supplemental.page)
- Prior Versions of General Terms  
August 1, 2023 (/en-us/terms/general/general-terms-8-1-2023.page)  
December 20, 2022 (/en-us/terms/general/general-terms-12-20-2022.page)

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