

## SETTLEMENT AGREEMENT

This Settlement Agreement is made by and between the City of San Jose (“the City”), on the one hand, and San Jose Mercury News LLC (“The Mercury News”), on the other, collectively referred to as the “Parties.”

**WHEREAS**, the Parties desire to avoid the expense, inconvenience, and uncertainty of any further litigation arising from The Mercury News’s claim for attorneys’ fees and costs incurred in connection with its Verified Petition for Writ of Mandate Directed to City of San Jose Ordering Compliance with the California Public Records Act and Article 1 Section 3(b) of the California Constitution; Complaint for Declaratory and Injunctive Relief, Santa Clara Superior Court Case No. 23CV415609.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

1. This Agreement is contingent upon the parties fully executing it. Within 30 days of execution, the City will pay The Mercury News seventy eight thousand two hundred and twenty five dollars and 40 cents (\$78,225.40)) (the Settlement Amount) as full and final satisfaction of all claims for attorneys’ fees and costs incurred in connection with this action. The Settlement Amount shall be directed and made payable to the law firm of Jassy Vick Carolan LLP, 355 S. Grand Ave, Suite 2450, Los Angeles, CA 90071.

2. The Mercury News releases and discharges the City of San Jose and all of its current and former officers, employees, and agents from any and all attorneys’ fees and costs claimed in connection with this action.

4. This Agreement contains the entire understanding of the Parties in connection with The Mercury News’ claim for attorneys’ fees and costs incurred in connection with this action, and the Parties agree that there are no representations, covenants, or undertakings other than those set forth herein. The Parties each acknowledge that no other party or any agent or attorney or any other party has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce them to execute this Agreement, and they acknowledge that they have not executed this Agreement in reliance on any such promise, representation, or warranty not specifically contained herein.

5. This Agreement and the covenants and conditions contained herein shall apply to, be binding upon, and inure to the benefit of the respective heirs, administrators, executors, legal representatives, assigns, successors, and agents of the Parties hereto.

6. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California. This Agreement has been, and shall be deemed to have been, jointly prepared by the Parties hereto, and any uncertainty or ambiguity found to exist herein shall be interpreted under the rules of interpretation of contracts as if each of the Parties participated equally in its preparation.

7. This Agreement may be executed via electronic signatures 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. Photographic and/or facsimile copies of such signed counterparts may be used in lieu of originals for any purpose.

8. The Parties agree that any action relating to disputes, claims, or controversies between them regarding the validity, enforcement, interpretation, or breach of this Agreement shall be commenced in, and the Parties hereby stipulate to the jurisdiction of, the Superior Court for the County of Contra Costa.

9. This Agreement may be modified or amended only by a written instrument executed by all of the Parties hereto.

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

The City of San Jose

\_\_\_\_\_  
BY:

Dated: 8/24/2023

San Jose Mercury News LLC

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*Marshall W Anstandig*  
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\_\_\_\_\_  
BY: Marshall W. Anstandig  
Senior Vice President, General Counsel and  
Secretary San Jose Mercury News LLC, California  
Newspapers Partnership, MNG Enterprises, Inc.

7. This Agreement may be executed via electronic signatures 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. Photographic and/or facsimile copies of such signed counterparts may be used in lieu of originals for any purpose.

8. The Parties agree that any action relating to disputes, claims, or controversies between them regarding the validity, enforcement, interpretation, or breach of this Agreement shall be commenced in, and the Parties hereby stipulate to the jurisdiction of, the Superior Court for the County of Santa Clara.

9. This Agreement may be modified or amended only by a written instrument executed by all of the Parties hereto.

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

The City of San Jose

\_\_\_\_\_  
BY: NORA FRIMANN  
City Attorney

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

San Jose Mercury News LLC

\_\_\_\_\_  
BY: Marshall W. Anstandig  
Senior Vice President, General Counsel and  
Secretary San Jose Mercury News LLC, California  
Newspapers Partnership, MNG Enterprises, Inc.

APPROVED AS TO FORM:

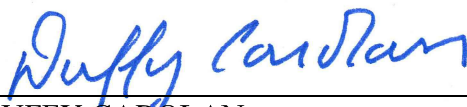
Dated: \_\_\_\_\_

OFFICE OF CITY ATTORNEY

\_\_\_\_\_  
ELISA T. TOLENTINO  
Attorneys for Respondent  
City of San Jose

Dated: Aug. 25, 2023

JASSY VICK CAROLAN LLP

  
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DUFFY CAROLAN  
Attorneys for Petitioner  
San Jose Mercury News LLC