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 official capacity as City Attorney of the City
 and County of San Francisco*

IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

FIRST AMENDMENT COALITION, et al.,

 Plaintiffs,

 v.

DAVID CHIU, et al.,

 Defendants.

Case No. 3:24-cv-08343-RFL

**SETTLEMENT AGREEMENT AND
 STIPULATION OF DISMISSAL**

1 Plaintiffs First Amendment Coalition, Virginia LaRoe, and Eugene Volokh (“Plaintiffs”)
 2 and Defendants David Chiu, in his official capacity as City Attorney for the City and County of
 3 San Francisco, and Rob Bonta, in his official capacity as Attorney General of California
 4 (“Defendants,” and together with Plaintiffs, “Parties”) agree and stipulate as follows.

5 WHEREAS, on November 22, 2024, Plaintiffs filed their Complaint in the above-captioned
 6 action (“Action”) challenging California Penal Code section 851.92(c) under the First
 7 Amendment to the U.S. Constitution and 42 U.S.C. § 1983;

8 WHEREAS, on November 25, 2024, Plaintiffs filed a Motion for a Preliminary Injunction;

9 WHEREAS, on December 19, 2024, the Court entered a stipulated Preliminary Injunction;

10 WHEREAS, Plaintiffs have a likelihood of success on the merits of their challenges to
 11 California Penal Code section 851.92(c) based on Plaintiffs’ arguments that it prohibits protected
 12 speech by members of the public, including journalists, that discloses information those persons
 13 lawfully acquired;

14 WHEREAS, the Parties agree to fully resolve and settle this Action without the time,
 15 expense, and uncertainty associated with further litigation;

16 WHEREAS, this Agreement and Stipulation is limited to California Penal Code section
 17 851.92(c), and nothing in this Agreement and Stipulation should be construed as affecting
 18 Defendants’ right or ability to enforce any other law or provision;

19 IT IS THEREFORE AGREED AND STIPULATED THAT:

20 1. Defendants and their officers, agents, servants, employees, attorneys, and other
 21 persons in active concert or participation with them shall not enforce California Penal Code
 22 section 851.92(c) against the dissemination by Plaintiffs of: (a) San Francisco Police Department
 23 incident report number 210844280 (“Incident Report”) or information relating to the Incident
 24 Report; or (b) any sealed arrest report or information relating to a sealed arrest obtained in a
 25 manner protected under *Landmark Communications, Inc. v. Virginia*, 435 U.S. 829 (1978), *Smith*
 26 *v. Daily Mail Publishing Co.*, 443 U.S. 97 (1979), *Florida Star v. B.J.F.*, 491 U.S. 524 (1989), or
 27 *Bartnicki v. Vopper*, 532 U.S. 514 (2001).

28 2. If California Penal Code section 851.92(c) is repealed or amended, the Parties

1 shall abide by the following process in good faith to determine if they can agree to a stipulation
 2 asking the Court to modify or dissolve the obligations imposed on Defendants in paragraph (1)
 3 above.

4 a) If Defendants wish to seek modification or dissolution of said obligations after the
 5 effective date of any repeal or amendment of California Penal Code section
 6 851.92(c), Defendants shall provide written notice of their intent to Plaintiffs
 7 through Plaintiffs' counsel of record.

8 b) Within 30 days of receiving said written notice, Plaintiffs shall notify Defendants
 9 in writing if they agree to modify or dissolve said obligations. If Plaintiffs agree to
 10 such a modification or dissolution, Defendants shall prepare an appropriate
 11 stipulation and proposed order that shall be filed with the Court upon Plaintiffs'
 12 approval.

13 c) If Plaintiffs do not agree to such a modification or dissolution, Defendants may file
 14 a motion with the Court to modify or dissolve the obligations imposed by
 15 paragraph (1) above.

16 3. Defendants shall severally pay the following amounts to Plaintiffs in full
 17 satisfaction of all costs and attorneys' fees incurred in this case: \$30,000 (Thirty Thousand and
 18 No/100) to be paid by Rob Bonta, in his official capacity as Attorney General of California, and
 19 \$45,000 (Forty-Five Thousand and No/100) to be paid by the City and County of San Francisco.
 20 No interest shall accrue on these amounts. Plaintiffs have been informed and acknowledge that
 21 payment of these amounts may take ninety (90) days or more to process from the date that the
 22 Court "so orders" this Agreement and Stipulation. With respect to payments made by the City and
 23 County of San Francisco, the settlement amount shall be paid directly to Plaintiffs' attorneys
 24 Foundation For Individual Rights & Expression and not reported on an IRS Form 1099. Plaintiffs
 25 agree to provide the City and County of San Francisco with a completed IRS Form W-9 from
 26 Foundation For Individual Rights & Expression on or prior to the date any payments from the
 27 City and County of San Francisco are due to be paid under this Agreement.

28 4. Subject to and in consideration of the provisions in this Agreement and

1 Stipulation, which represent a full and final settlement of any and all claims that were brought or
 2 could have been brought in this Action, including any and all claims for costs, fees, and/or
 3 expenses, Plaintiffs hereby dismiss with prejudice their claims against Defendant Rob Bonta, in
 4 his official capacity as Attorney General of California, effective immediately. Plaintiffs' claims
 5 against Defendant David Chiu, in his official capacity as City Attorney for the City and County of
 6 San Francisco, shall be dismissed with prejudice upon approval of this Agreement by the City and
 7 County of San Francisco as discussed in paragraph 6 below, at which point this Action shall be
 8 dismissed with prejudice in its entirety. If this Agreement is not approved by the City and County
 9 of San Francisco, Plaintiffs' claims against Defendant David Chiu, in his official capacity as City
 10 Attorney for the City and County of San Francisco, shall not be dismissed, and this Action shall
 11 remain pending as to said Defendant, with the Plaintiffs and said Defendant reserving all rights
 12 and remedies.

13 5. Plaintiffs certify that they have read Section 1542 of the California Civil Code,
 14 which provides:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
 16 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
 17 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
 18 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.

19 Plaintiffs hereby waive application of section 1542 of the Civil Code. Plaintiffs understand and
 20 acknowledge that, as a consequence of this waiver of section 1542, even if Plaintiffs should
 21 eventually suffer additional or further loss, damages or injury arising out of or in any way related
 22 to any of the events which gave rise to the Action or any claims therein, Plaintiffs will not be
 23 permitted to make any further claims against Defendants to recover for such loss, damages or
 24 injury. Plaintiffs acknowledge that they intend these consequences even as to claims for personal
 25 injury or property damage that may exist as of the date of this Agreement and Stipulation but
 26 which Plaintiffs do not know exist, and which, if known, would materially affect Plaintiffs'
 27 decision to execute this Agreement and Stipulation, regardless of whether Plaintiffs' lack of
 28 knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

6. As to Defendant David Chiu, in his official capacity as City Attorney for the City and County of San Francisco, this Agreement is subject only to said Defendant obtaining any formal approvals of this Agreement as required by law. The San Francisco City Attorney agrees to recommend approval of this Agreement to any persons or bodies whose approval is required, and to take all necessary steps to submit an ordinance approving this Agreement to the San Francisco Board of Supervisors. Upon formal approval or rejection of this Agreement by the City and County of San Francisco, Defendant Chiu shall notify the parties of such approval or rejection. Nothing in this paragraph 6 limits Plaintiffs' dismissal of this Action with prejudice with respect to Defendant Rob Bonta, in his official capacity as Attorney General of California, which dismissal with prejudice is effective immediately, or the obligations of said Defendant under this Agreement.

7. The Court shall retain jurisdiction to enforce the terms of this Agreement and Stipulation.

Dated: June 10, 2026

Respectfully submitted,

FOUNDATION FOR INDIVIDUAL RIGHTS &
EXPRESSION

 (with permission)

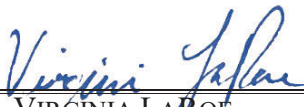
ADAM STEINBAUGH
Attorney for Plaintiffs

Dated: June 9, 2026

FIRST AMENDMENT COALITION


DAVID LOY
Attorney for Plaintiffs

Dated: June 9, 2026


VIRGINIA LAROE
*Individual Plaintiff and Representative of
Plaintiff First Amendment Coalition*

Dated: June 10, 2026


EUGENE VOLOKH
Plaintiff

1 Dated: June 9, 2026

DAVID CHIU
City Attorney
YVONNE R. MERÉ
TARA M. STEELEY
Deputy City Attorneys

4 
KAITLYN MURPHY
Deputy City Attorney
*Attorneys for Defendant David Chiu, in his
official capacity as City Attorney for the
City and County of San Francisco*

7 Dated: June 11, 2026

8 ROB BONTA
Attorney General of California
9 ANYA M. BINSACCA
Supervising Deputy Attorney General

10 Shiwon Choe Digitally signed by Shiwon Choe
Date: 2026.06.11 11:42:57
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11 SHIWON CHOE
Deputy Attorney General
*Attorneys for Defendant Rob Bonta, in his
official capacity as California Attorney
General*

15 * In accordance with Civil Local Rule 5-1(i)(3), the filer attests that all signatories have
16 concurred in the filing of this document.

17 **~~PROPOSED~~ ORDER**

18 Pursuant to agreement and stipulation, it is SO ORDERED.

20 Dated: June 12, 2026

21 
22 THE HON. RITA F. LIN
United States District Judge