

## SETTLEMENT AGREEMENT

### A. INTRODUCTION

THIS SETTLEMENT AGREEMENT is entered into by the following Parties in global settlement of *Building Industry Association of Washington, et al v. Governor Jay Inslee, et al* TCSC No. 21-2-01579-34 and *BLAW v. Office of Governor Jay Inslee*, TCSC No. 21-2-01938-34.

1. Building Industry Association of Washington (“BIAW”)
2. Associated General Contractors of Washington (“AGC”)
3. Diane Glenn
4. Alan Nolan
5. Ron Perkerewicz
6. Doug Orth
7. Governor Jay Inslee
8. Office of Governor Jay Inslee
9. James Millbauer
10. Anthony Maschmedt

### B. RECITALS

1. Plaintiffs BIAW, AGC, Diane Glenn, Alan Nolan, Ron Perkerewicz, and Doug Orth filed an Information and Petition for Quo Warranto Judgment, Writ of Mandamus, and Declaratory and Injunctive Relief, Case No. No. 21-2-01579-34, in Thurston County Superior Court against Governor Jay Inslee, State Building Code Council (“SBCC”), James Millbauer and Anthony Maschmedt on September 8, 2021 (the “State Building Code Council lawsuit”).

2. Plaintiff BIAW filed a Complaint Against Governor Jay Inslee for Public Records Act Violations, Case No. 21-2-01938-34, in Thurston County Superior Court against the Office of Governor Jay Inslee on November 12, 2021 (the “Public Records Act lawsuit”).

3. Between February 14, 2022, and March 24, 2022, the Parties engaged in global settlement discussions regarding both the SBCC and Public Records matters. The Parties reached an agreement to settle all claims and causes of action related to the SBCC matter and the Public Records matter upon the terms and conditions set forth here.

### C. SETTLEMENT TERMS

1. The Governor’s Office agrees to ask Anthony Maschmedt and James Millbauer to resign from the SBCC and will reopen the nomination process for the general construction seats to which they were appointed, subject to the conditions outlined in this Agreement.

2. Anthony Maschmedt and James Millbauer will remain on the SBCC as full, voting members until such time as the appointments to their seats have been finalized, but for no longer than six weeks after the effective date of this Agreement at which time they must resign unless reappointed in accordance with the terms of this Agreement.

3. Within five days of this Agreement being fully executed, BIAW and AGC will each nominate three candidates for appointment to the SBCC for the residential/multifamily and commercial/industrial general construction positions, respectively. In submitting nominations, BIAW and AGC agree not to include nominees who have already served two terms to the SBCC, in accordance with the Governor’s Office’s policy of limiting appointments to executive bodies to two terms.

4. BIAW agrees to consider including Maschmedt on its list of nominees for the residential and multifamily general construction position, and will interview him as part of its process of identifying nominees. BIAW has no obligation under this Agreement to nominate Maschmedt.

5. Within five weeks of receiving the respective lists of nominations from BIAW and AGC, Governor Inslee shall appoint one member to the SBCC from each of BIAW's and AGC's respective lists to the residential/multifamily and commercial/industrial general construction positions. Each replacement appointee will serve for a term ending in January 5, 2025. At that point, the appointees will be eligible for reappointment.

6. BIAW and AGC agree that they are not the sole trade associations with statutory authority to make nominations for the general construction seats on the State Building Code Council, and that the Governor is not required to appoint BIAW's and AGC's nominees to those seats for subsequent SBCC openings, subject to the requirements of RCW 19.27.070.

7. Within 30 days of the effective date of this Agreement, the Governor's Office will pay \$70,000, inclusive of all penalties, costs, and fees, to BIAW to resolve the Public Records Act lawsuit.

8. The Governor's Office does not concede error in either the State Building Code Council lawsuit or the Public Records Act lawsuit. The Plaintiffs to both the State Building Code Council and the Public Records Act lawsuits acknowledge that the Governor's Office did not act in bad faith in making the appointments at issue and in responding to BIAW's Public Records Act request.

9. Upon execution of this Agreement, counsel to the Parties shall notify the Court in the State Building Code Council lawsuit that a settlement has been reached and ask the Court to strike the trial date.

10. The Plaintiffs to the State Building Code Council lawsuit will dismiss the lawsuit with prejudice within six weeks of the effective date of this Agreement.

11. BIAW will dismiss the Public Records Act lawsuit with prejudice within 30 days of the effective date of this Agreement.

#### **D. OTHER TERMS AND CONDITIONS**

1. Multiple Copies and Facsimile Signatures. This document may be executed in counterparts. Each party may sign an individual signature page. PDFs, electronic signatures, facsimile documents and signature pages shall be tantamount to originals in every respect.

2. Warranty of Authority to Settle. Each of the individuals signing this Agreement on behalf of a Party warrants that they have the authority to sign the Agreement and therefore bind the Party on whose behalf they sign.

3. Parties Bound. This Agreement shall benefit, and be binding on, the heirs, successors and assigns of the parties.

4. Integration. This written Agreement contains the entire understanding between the Parties in connection with the subject matter, and it supersedes and replaces all prior negotiations, agreements or representations, whether oral or written. Each party acknowledges that no other party, or any agent or attorney of any party, has made any promise, representation or warranty whatsoever, expressed or implied, not contained herein, concerning the subject matter

hereof, to induce it to execute this Agreement, and each party acknowledges that it has not executed this document in reliance on any promise, representation or warranty not contained herein.

5. Effective Date. This Agreement shall be effective when all Parties to the Agreement have affixed their signature to the document and upon the last date signed.

**ASSOCIATED GENERAL  
CONTRACTORS OF WASHINGTON**

**BUILDING INDUSTRY ASSOCIATION  
OF WASHINGTON**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ALAN NOLAN**

**DIANE GLENN**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**DOUG ORTH**

**RON PERKEREWICZ**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OFFICE OF GOVERNOR JAY INSLEE**

**GOVERNOR JAY INSLEE**

By: Kyle Leath

By: Kyle Leath, on behalf of

Its: General Counsel

Date: General Counsel

Date: 4/5/22

Date: 4/5/22

**JAMES MILLBAUER**

**ANTHONY MASCHMEDT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**DIANE GLENN**

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**OFFICE OF GOVERNOR JAY INSLEE**

**GOVERNOR JAY INSLEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**JAMES MILLBAUER**

**ANTHONY MASCHMEDT**

By: James P. Millbauer

By: \_\_\_\_\_

Date: April 3, 2022

Date: \_\_\_\_\_

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**DIANE GLENN**

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By: \_\_\_\_\_

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Date: \_\_\_\_\_

**DOUG ORTH**

**RON PERKEREWICZ**

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**GOVERNOR JAY INSLEE**

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By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**JAMES MILLBAUER**

**ANTHONY MASCHMEDT**

By: \_\_\_\_\_

By: 

Date: \_\_\_\_\_

Date: 4/4/22