

From: [Gengler, Bart](#)
To: [Mishaan, Jessica](#)
Subject: FW: Energy Policy Advocates v. AGO
Date: Thursday, January 6, 2022 11:05:54 AM
Attachments: [1 -GHG Litigation CIA AGO0001-AGO0030.pdf](#)
[2-Oil and Gas CIA AGO0031-AGO0046.pdf](#)
[3 -Auto GHG Standards Agreement AGO0047-AGO0065.pdf](#)
[4 -Petroleum Development CIA AGO0066-AGO0084.pdf](#)
[5 -Climate Change CA AGO0085-AGO0119.pdf](#)
[6 -Calif. Cap-and-Trade CIA AGO0120-AGO0146.pdf](#)
[7 -NEPA Litigation CIA AGO0147-AGO0174.pdf](#)
[Common Interest Agreement - Ozone NAAQS Review - Executed \(+DC 9.22.20 +OR 9.22.20 + VA 12.22.20 +NC 1.11.21 + MN 1.14.21\).pdf](#)

From: Gengler, Bart
Sent: Monday, November 29, 2021 2:10 PM
To: Matt Hardin <matthewdhardin@gmail.com>
Subject: Energy Policy Advocates v. AGO

Matt,

Per my email last week, the State will not be appealing the SJ order. Please find attached the CIAs that we are producing in accordance with the Court's order.

Please feel free to reach out to me with any questions.

Bartholomew Gengler
Assistant Attorney General
Civil Division
Office of the Attorney General
109 State Street
Montpelier, VT 05609-1001
(802) 828-0392
bart.gengler@vermont.gov

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PRIVILEGED & CONFIDENTIAL

**COMMON INTEREST AGREEMENT REGARDING THE SHARING OF
INFORMATION IN ANTICIPATION OF JUDICIAL OR ADMINISTRATIVE ACTIONS
TO REQUIRE THE FEDERAL GOVERNMENT (OR PRIVATE PARTIES) TO TAKE
ACTION (OR TO DEFEND THE FEDERAL GOVERNMENT'S AUTHORITY TO TAKE
ACTION) TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT
CAUSE CLIMATE CHANGE**

The parties to this common interest agreement (the "Agreement"), specifically Delaware, Illinois, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Vermont, Virginia, Washington, and any other government entity that completes the attached Addendum (each Party, or collectively "Parties"), anticipate participating as litigants or counsel for litigants in judicial or administrative actions under state or federal law, including but not limited to the Clean Air Act, to require the federal government and/or private parties to take action to reduce or limit the emission of greenhouse gases that cause climate change or to defend the federal government's authority to regulate greenhouse gas emissions under federal law ("the Litigation").

The Parties to this Agreement have a common interest in the Federal government meeting its obligation to protect the public health, public welfare, and the environment from the dangers posed by climate change. The Parties thus share a common interest in advocating the Parties' interest in pursuing the Litigation. This work has required and will continue to require the sharing of information, legal analyses, draft comments and administrative filings, draft briefs and other draft court filings, and other documents among the Parties. The Parties wish to pursue their common interest throughout the preparations for, and the course of, the Litigation by exchanging privileged materials, while avoiding any waiver of the confidentiality of those privileged materials. The Parties agree to share information for the purpose of advancing their common interest, to keep such information and materials confidential, and to protect any privileges attaching to such information and materials to the extent authorized by law. The Parties also agree that the sharing of information, both written and oral, among their governing boards, staff, management, consultants, experts, clients, and counsel will further their common objectives.

Both federal and state law provide for the sharing of confidential and/or privileged information¹ among those with common interests during the course of and in anticipation of litigation, without a waiver of any otherwise applicable privileges, protections, immunities, and exemptions from disclosure, so that the claims and defenses of the parties may be thoroughly investigated and prepared without giving undue advantage to the opposing side. Maintaining such confidentiality is necessary for the accomplishment of the Parties' objectives with respect to the Litigation. This document sets forth the agreement under which the Parties and their respective governing boards, staff, management, consultants, experts, clients, and counsel will manage and protect confidential and/or privileged information shared and exchanged in preparation for, and during the course of, the Litigation.

¹"Information," and "confidential and/or privileged information," as used in this Agreement, is defined below.

Therefore, the Parties agree as follows:

1. **Parties.** The Parties to this Agreement are set forth above. Pursuant to Paragraph 11 below, additional entities, through their counsel, may join this agreement by executing the appropriate version of the attached Addendum and circulating a copy to all Parties.
2. **Purpose.** The Parties share common interests and goals in possibly pursuing the Litigation in a United States District Court and any other court that may have jurisdiction, including the United States Supreme Court, and their prosecution of such actions presents common issues of fact and law. The Parties recognize that the sharing and disclosure of confidential and/or privileged information among them in preparation for and during the Litigation, is essential in the prosecution of these actions. The purpose of this Agreement is to ensure that confidential and/or privileged information shared will be used in preparing for and developing efficient and effective prosecution and legal positions (which likely will be joint by may not involve all Parties), including development of litigation strategy and the preparation of legal briefs and other court filings, and that this confidential and/or privileged information will not be disclosed to third parties or otherwise disclosed such that any privileges or other basis for confidentiality attached to these communications and documents are waived.
3. **“Information,”** as used in this Agreement, refers to any and all documents, materials, and communications, whether oral or written, electronic or paper. “Information” includes, but is not limited to, documents, materials, and communications exchanged among the Parties’ governing boards, staff, management, consultants, experts, clients, and/or counsel.
4. **“Confidential and/or privileged information”** is information provided by or exchanged between one Party and another with the expectation of confidentiality and which is subject to one or more applicable privileges, protections, immunities, or exemptions from disclosure, including but not limited to, the attorney-client, attorney work product, deliberative process, and official information privileges and protections. “Confidential and/or privileged information” shall include information provided by or exchanged between the Parties prior to the execution of this Agreement. The signing of this Agreement shall not waive any applicable privilege, protection, immunity or exemption from disclosure or otherwise affect the status of “confidential and/or privileged information” exchanged prior to the signing of this Agreement by the Parties.
5. **“Common Interest Privilege,”** as used in this agreement means the privilege arising from the common interests of the Parties in preparing for and conducting the prosecution of the Litigation, including but not limited to the common interest privilege recognized in cases such as *Schaeffler v. United States*, 806 F.3d 34, 40 (2d Cir. 2015); *Waller v. Financial Corp. of America*, 828 F.2d 579, 583, n.7 (9th Cir. 1987); *Hunydee v. United States*, 355 F.2d 183 (9th Cir. 1965); *Continental Oil Company v. United States*, 330 F.2d 347 (9th Cir. 1964); *Loustalet v. Refco, Inc.*, 154 F.R.D. 243 (C.D. Cal. 1993); *Minebea Co. v. Pabst*, 228 F.R.D. 13, 15 (D.D.C. 2005); *Ken’s Foods, Inc. v. Ken’s Steak House, Inc.*, 213 F.R.D. 89, 93-94 (D. Mass. 2002); *Raytheon Company v. Superior Court*, 208 Cal.App.3d 683 (1989); *Ins. Co. of No. America v. Superior Court*, 108 Cal.App.3d 758, 765, n. 1 (1980); Fed. R. of Evid. 501.

To avoid misunderstandings or inadvertent disclosure, all documents exchanged pursuant to this

Agreement should bear the legend “**Confidential – Protected by Common Interest Privilege**” or words to that effect. However, the absence of such a legend shall not waive any privilege or protection available under this Agreement or otherwise. In addition, any Party may, where appropriate, also label documents exchanged pursuant to this Agreement with other appropriate legends, such as, for example, “Attorney-Client Privileged” or “Attorney Work Product.” Oral communications among the Parties shall be deemed confidential and protected under this Agreement when discussing matters related to the Litigation.

6. **Confidentiality Statement.** The Parties agree to protect all communications and documents exchanged among them related to the Litigation, regardless of whether such communications or document exchanges occurred before or after the effective date of this Agreement, as confidential and privileged to the maximum extent allowable under applicable law, based upon all applicable privileges including, but not limited to, the attorney-client privilege, attorney work-product protections, common interest privilege, joint defense privilege, and governmental privileges including, but not limited to, the deliberative process privilege where applicable (hereinafter “Protected Information”). Pursuant to this Agreement, rights in the confidentiality of Protected Information, and the confidences attached thereto, have not and will not be waived except as provided in paragraph 8 of this Agreement. Any inadvertent disclosure of Protected Information that is inconsistent with this Agreement shall not waive the confidentiality of such Protected Information.

7. **Non-disclosure.** Protected Information is to be used by the recipient of the information solely in connection with preparing and presenting the Parties’ positions in administrative and /or judicial proceedings in the Litigation. Protected Information may not be shared by a recipient with any non-Party to this Agreement without prior written waiver from all Parties to this Agreement, unless the relevant Party determines that disclosure is: a) required by applicable law; and b) not otherwise covered by paragraph 8 below. In the event that the relevant Party determines that disclosure is required by applicable law and not otherwise covered by paragraph 8, it agrees to use its best efforts, as permitted by applicable law, to give all Parties to this Agreement five working days’ notice prior to disclosure. Notwithstanding the foregoing, any Party may release, disclose, discuss, or make available Protected Information to or with its governing body, staff, management, consultants, experts, clients, and/or counsel who have a need for such information as part of their responsibilities associated with the Litigation, provided that any such persons are notified of their obligation to keep such Protected Information confidential pursuant to this Agreement.

8. **Requests for Release and/or Disclosure.** The Parties agree and acknowledge that the governmental parties to the agreement are subject to freedom of information or public records laws, and that nothing in this Agreement is intended to alter or limit the disclosure requirements of such laws. A Party who receives a request from a non-party to release, disclose, discuss, or obtain access to any information, including Protected Information (whether by way of a subpoena, discovery request, or request under any federal or state statute) shall notify the other Parties of such request prior to the date on which a response to such a request is due, with the goal of providing such notification at least ten calendar days before the response deadline, except for requests under the California Public Records Act, or any other similar laws in other states. When subject to a request under the California Public Records Act, or any other similar law, the governmental entity

subject to such request agrees to use its best efforts, as permitted by applicable law, to notify the other Parties of the request a reasonable time before releasing documents pursuant to the request. Unless the other Parties consent to disclosure or release of Protected Information, the Party receiving the request for disclosure shall assert, to the extent authorized by law, and subject to any mandatory disclosure laws or court orders, all privileges and other objections to the disclosure of such information that the Party receiving the request determines are relevant and applicable.

9. **No Agency or Additional Attorney-Client Relationships.** This Agreement shall not create any agency or similar relationship among the Parties. Nor shall this Agreement alter the existing attorney-client relationships among the Parties or create any new attorney-client relationships. No Party shall have authority to waive any applicable privilege or other confidentiality protection on behalf of any other Party; nor shall any waiver of an applicable privilege or protection by the conduct of any Party be construed to apply to any other Party. Nothing in this Agreement is intended or shall be construed to obligate any of the Parties to disclose or share any information or material relating to the Litigation.

10. **Enforcement.** The Parties agree that a breach of a provision of this Agreement by a Party may cause irreparable harm to the other Parties and therefore agree that injunctive relief is the appropriate means to enforce this Agreement. No Party shall be subject to any claim for damages as a result of a breach of this Agreement.

11. **Modification.** It is agreed that any modifications to this Agreement shall be in writing and signed by all Parties. The inclusion of additional states, municipalities, or other government entities as Parties to this Agreement shall not be considered a modification and shall be accomplished by having such prospective Party execute the attached Addendum and provide a copy to all Parties; provided, however, that if any existing Party to this Agreement provides written notice of its objection within five business days of receipt of notice of the prospective Party's execution of such Addendum, the execution of the Addendum by the prospective Party shall be considered a Modification requiring the signature of all Parties in order to become effective.

12. **Integration.** This written Agreement memorializes the entirety of the Parties' preexisting oral agreement regarding the confidentiality of their communications. It is agreed that this Agreement itself, any amendments thereto and all discussions among the Parties related to the Agreement are themselves subject to the attorney-client privilege, common interest privilege, and work product doctrine.

13. **Termination.** Any Party to this Agreement may terminate the Agreement as to that Party upon written notice to the other Parties. In such instance, the terminating Party and its counsel will continue to be bound by this Agreement with regard to any Protected Information received prior to the termination.

14. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, in whole or in part, such determination shall not affect the validity of any other provision of this Agreement.

15. **Nondisqualification Agreement.** The Parties agree that no Party or attorney for a Party

to this Agreement may attempt to use, in any legal proceeding not falling within the definition of Litigation defined above, either the fact of the Agreement or any information learned as a result of this joint prosecution as a reason to disqualify any other lawyer or law firm acting as counsel in the Litigation from acting as legal counsel in such other legal matter or proceeding. Nothing in this Agreement diminishes or waives in any way the ability of a Party thereto to formulate its own positions in any legal proceeding concerning the Litigation.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original hereof, and all counterparts so executed shall collectively constitute one binding agreement of the Parties, notwithstanding that all Parties are not signatory to the same counterpart. Counsel signing this Agreement on behalf of the named Party or Parties it represents certifies that it has the authority to execute this Agreement on behalf of said Party or Parties, that Counsel has fully informed the Party or Parties it represents of the terms of this Agreement, and that its Party-clients have agreed to be bound by all of the terms of this Agreement.

17. **Effective Date.** This Agreement becomes effective upon execution by the State of New York and any one of the other Parties. However, the Parties agree that all privileged, protected, or immune information previously disclosed by one Party to another Party in connection with the Litigation are subject to this Agreement.

It is so AGREED.

Dated: July 3, 2019.

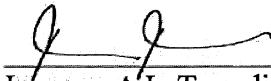
STATE OF NEW YORK
LETITIA JAMES
Attorney General

By: 

MICHAEL J. MYERS
Senior Counsel
Environmental Protection Bureau
Office of the Attorney General
The Capitol
Albany, NY 12224
518-776-2382
michael.myers@ag.ny.gov

Dated: June 25, 2019

STATE OF DELAWARE
KATHLEEN JENNINGS
Attorney General

By: 
Jameson A.L. Tweedie
Special Assistant Deputy Attorney General
Environmental Unit
Department of Justice
391 Lukens Drive
New Castle, DE 19720
(302) 395-2604
jameson.tweedie@delaware.gov

ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION IN ANTICIPATION OF JUDICIAL OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL GOVERNMENT (OR PRIVATE PARTIES) TO TAKE ACTION (OR TO DEFEND THE FEDERAL GOVERNMENT'S AUTHORITY TO TAKE ACTION) TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT CAUSE CLIMATE CHANGE

The California Air Resources Board, by and through Jonathan Wiener, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the California Air Resources Board, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: June 28, 2019

NAME OF PARTY: California Air Resources Board

By: 

Name: Jonathan Wiener

Title: Deputy Attorney General, California Department of Justice

ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION IN ANTICIPATION OF JUDICIAL OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL GOVERNMENT (OR PRIVATE PARTIES) TO TAKE ACTION (OR TO DEFEND THE FEDERAL GOVERNMENT'S AUTHORITY TO TAKE ACTION) TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT CAUSE CLIMATE CHANGE

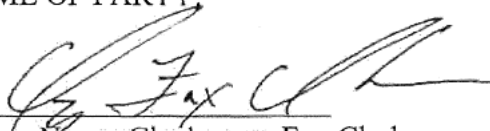
The State of Colorado, by and through the Office of the Colorado Attorney General, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the State of Colorado, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: July 3, 2019

NAME OF PARTY:

By:



Name: Claybourne Fox Clarke

Title: Senior Assistant Attorney General

ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION IN ANTICIPATION OF JUDICIAL OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL GOVERNMENT (OR PRIVATE PARTIES) TO TAKE ACTION (OR TO DEFEND THE FEDERAL GOVERNMENT'S AUTHORITY TO TAKE ACTION) TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT CAUSE CLIMATE CHANGE

The State of Connecticut, by and through Daniel M. Salton, Assistant Attorney General, desires to become a Party to the attached Agreement.

Now, therefore, counsel for The State of Connecticut, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: 6/26/19

NAME OF PARTY: *The State of Connecticut*

By: 

Name: Daniel M. Salton

Title: Assistant Attorney General

ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION IN ANTICIPATION OF JUDICIAL OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL GOVERNMENT (OR PRIVATE PARTIES) TO TAKE ACTION (OR TO DEFEND THE FEDERAL GOVERNMENT'S AUTHORITY TO TAKE ACTION) TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT CAUSE CLIMATE CHANGE

The District of Columbia, by and through the Office of the Attorney General for the District of Columbia, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the District of Columbia, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: June 28, 2019

NAME OF PARTY:

KARL A. RACINE
Attorney General for the District of Columbia

By: 

Name: Sarah Kogel-Smucker
Title: Special Assistant Attorney General
Office of the Attorney General for the District of Columbia

ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION IN ANTICIPATION OF JUDICIAL OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL GOVERNMENT (OR PRIVATE PARTIES) TO TAKE ACTION (OR TO DEFEND THE FEDERAL GOVERNMENT'S AUTHORITY TO TAKE ACTION) TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT CAUSE CLIMATE CHANGE

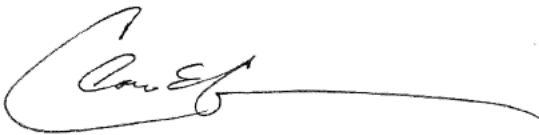
The State of Hawai'i _____, by and through Clare E. Connors, its Attorney General _____, desires to become a Party to the attached Agreement.

Now, therefore, counsel for _____ the State of Hawai'i, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

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DATED: July 1, 2019.

NAME OF PARTY: State of Hawai'i.



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By: _____
Name: Clare E. Connors
Title: Attorney General
State of Hawai'i

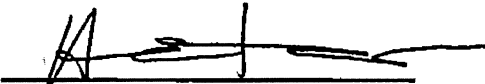
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The State of Illinois, by and through Attorney General Kwame Raoul, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the State of Illinois, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: 6/25/2019

NAME OF PARTY: State of Illinois

By: 

Name: Daniel Rottenberg

Title: Assistant Attorney General, Environmental Bureau, Illinois Attorney General's Office

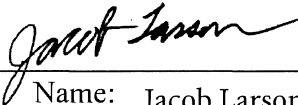
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State of Iowa, by and through Office of the Attorney General, desires to become a Party to the attached Agreement.

Now, therefore, counsel for State of Iowa, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: June 26, 2019

NAME OF PARTY:

By: 
Name: Jacob Larson
Title: Assistant Attorney
General

ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION IN ANTICIPATION OF JUDICIAL OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL GOVERNMENT (OR PRIVATE PARTIES) TO TAKE ACTION (OR TO DEFEND THE FEDERAL GOVERNMENT'S AUTHORITY TO TAKE ACTION) TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT CAUSE CLIMATE CHANGE

The State of Maine, by and through the Maine Office of Attorney General, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the State of Maine, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: 6-25-2019

NAME OF PARTY: STATE OF MAINE

By: Mary M. Sauer

Name: Mary M. Sauer

Title: Assistant Attorney General
Acting Division Chief
Natural Resources Division
Office of Attorney General
6 State House Station
Augusta ME 04333-0006

ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION IN ANTICIPATION OF JUDICIAL OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL GOVERNMENT (OR PRIVATE PARTIES) TO TAKE ACTION (OR TO DEFEND THE FEDERAL GOVERNMENT'S AUTHORITY TO TAKE ACTION) TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT CAUSE CLIMATE CHANGE

The State of Maryland, by and through its office of the Attorney General, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the State of Maryland, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: 7/1/19

NAME OF PARTY:

By: [Signature]

Name: JOSHUA M. SEGAL

Title: SPECIAL ASSISTANT ATTORNEY GENERAL

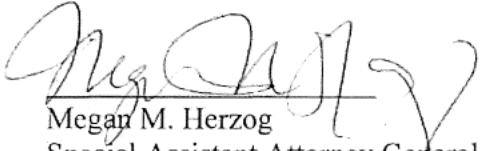
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The Commonwealth of Massachusetts, by and through the Massachusetts Attorney General's Office, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the Commonwealth of Massachusetts, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: July 1, 2019

NAME OF PARTY: The Commonwealth of Massachusetts

By: 
Megan M. Herzog
Special Assistant Attorney General
Environmental Protection Division
Massachusetts Attorney General's Office
One Ashburton Place, 18th Flr.
Boston, MA 02108
(617) 963-2674

ADDENDUM

**PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT
REGARDING THE SHARING OF INFORMATION IN ANTICIPATION OF JUDICIAL
OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL GOVERNMENT TO
TAKE ACTION TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT
CAUSE CLIMATE CHANGE**

The State of Michigan, by and through the Michigan Department of Attorney General,
desires to become a Party to the attached Agreement.

Now, therefore, counsel for the State of Michigan agrees to the terms of the Agreement
(including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of
this executed Addendum to all Parties to the Agreement within five business days.

STATE OF MICHIGAN

By: 

Elizabeth A. Morrisseau (P81899)
Assistant Attorney General

DATED: July 8, 2019


ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION IN ANTICIPATION OF JUDICIAL OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL GOVERNMENT (OR PRIVATE PARTIES) TO TAKE ACTION (OR TO DEFEND THE FEDERAL GOVERNMENT'S AUTHORITY TO TAKE ACTION) TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT CAUSE CLIMATE CHANGE

Minnesota, by and through its Attorney General desires to become a Party to the attached Agreement.

Now, therefore, counsel for Minnesota, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: 7/23/2019

NAME OF PARTY:

By: 
Name: Peter Surdo
Title: Special Assistant Attorney General

ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION IN ANTICIPATION OF JUDICIAL OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL GOVERNMENT TO TAKE ACTION TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT CAUSE CLIMATE CHANGE

The State of Nevada, by and through Nevada Attorney General's Office, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the State of Nevada, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: 10/17/2019

NAME OF PARTY: State of Nevada

By: Daniel Nubel

Name: Daniel Nubel

Title: Deputy Attorney General, Government and Natural Resources Division, Nevada
Attorney General's Office
100 N. Carson Street
Carson City, NV 89701
(775) 684-1225
dnubel@ag.nv.gov

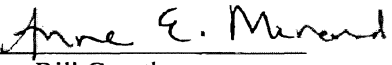
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The STATE OF NEW MEXICO, by and through the NEW MEXICO ATTORNEY GENERAL, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the STATE OF NEW MEXICO agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: June 27, 2019

State of New Mexico
Hector H. Balderas
Attorney General

By: 
Bill Grantham
Assistant Attorney General
Anne E. Minard
Special Assistant Attorney General
Consumer & Environmental Protection Division
New Mexico Office of the Attorney General
408 Galisteo Street
Santa Fe, NM 87501

ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION IN ANTICIPATION OF JUDICIAL OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL GOVERNMENT (OR PRIVATE PARTIES) TO TAKE ACTION (OR TO DEFEND THE FEDERAL GOVERNMENT'S AUTHORITY TO TAKE ACTION) TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT CAUSE CLIMATE CHANGE

The State of New Jersey, by and through the Office of the New Jersey Attorney General, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the State of New Jersey agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: June 25, 2019

NAME OF PARTY: State of New Jersey

GURBIR S. GREWAL
Attorney General of New Jersey
R.J. Hughes Justice Complex
25 Market St., P.O. Box 093
Trenton, NJ 08625-0093
(609) 376-2762
aaron.love@law.njoag.gov

By: Aaron Love
Aaron A. Love
Deputy Attorney General

ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION IN ANTICIPATION OF JUDICIAL OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL GOVERNMENT (OR PRIVATE PARTIES) TO TAKE ACTION (OR TO DEFEND THE FEDERAL GOVERNMENT'S AUTHORITY TO TAKE ACTION) TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT CAUSE CLIMATE CHANGE

The State of North Carolina, by and through Joshua H. Stein, Attorney General, desires to become a Party to the attached Agreement.

Now, therefore, counsel for The State of North Carolina, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: July 10, 2019

NAME OF PARTY: The State of North Carolina

By: 

Name: Blake W. Thomas

Title: Deputy General Counsel

North Carolina Department of Justice

**ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST
AGREEMENT REGARDING THE SHARING OF INFORMATION IN ANTICIPATION
OF JUDICIAL OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL
GOVERNMENT TO TAKE ACTION TO REDUCE OR LIMIT EMISSIONS OF
GREENHOUSE GASES THAT CAUSE CLIMATE CHANGE**

The State of Oregon, by and through the Oregon Attorney General's Office, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the State of Oregon, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: July 3, 2019

NAME OF PARTY: State of Oregon

By: 

Steve Novick
Special Assistant Attorney General
Natural Resources Section
General Counsel Division
Oregon Department of Justice
100 SW Market
Portland, OR 97201
Tel. (971) 673-1891
Steve.Novick@doj.state.or.us

ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION IN ANTICIPATION OF JUDICIAL OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL GOVERNMENT (OR PRIVATE PARTIES) TO TAKE ACTION (OR TO DEFEND THE FEDERAL GOVERNMENT'S AUTHORITY TO TAKE ACTION) TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT CAUSE CLIMATE CHANGE

COMMONWEALTH OF PENNSYLVANIA, by and through **ATTORNEY GENERAL JOSHUA SHAPIRO**, desires to become a Party to the attached Agreement.

Now, therefore, counsel for **ATTORNEY GENERAL JOSHUA SHAPIRO**, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: June 26, 2019

NAME OF PARTY: COMMONWEALTH OF PENNSYLVANIA

By: _____



Name: Ann R. Johnston

Title: Senior Deputy Attorney General

Pennsylvania Office of Attorney General

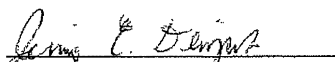
ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION IN ANTICIPATION OF JUDICIAL OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL GOVERNMENT (OR PRIVATE PARTIES) TO TAKE ACTION (OR TO DEFEND THE FEDERAL GOVERNMENT'S AUTHORITY TO TAKE ACTION) TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT CAUSE CLIMATE CHANGE

The Department of Environmental Protection of the Commonwealth of Pennsylvania desires to become a Party to the attached Agreement.

Now, therefore, counsel for the Department of Environmental Protection of the Commonwealth of Pennsylvania agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: June 28, 2019

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

By: 
JENNIE E. DEMJANICK
Assistant Counsel

ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION IN ANTICIPATION OF JUDICIAL OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL GOVERNMENT (OR PRIVATE PARTIES) TO TAKE ACTION (OR TO DEFEND THE FEDERAL GOVERNMENT'S AUTHORITY TO TAKE ACTION) TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT CAUSE CLIMATE CHANGE

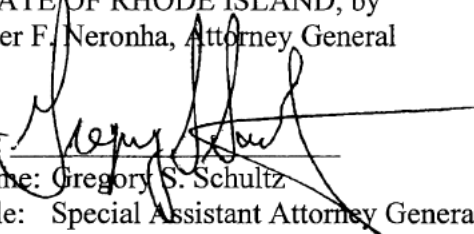
The State of Rhode Island, by and through Attorney General Peter F. Neronha, desires to become a Party to the attached Agreement.

Now, therefore, counsel for Attorney General Peter F. Neronha, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: July 11, 2019

NAME OF PARTY:

STATE OF RHODE ISLAND, by
Peter F. Neronha, Attorney General

By: 
Name: Gregory S. Schultz
Title: Special Assistant Attorney General

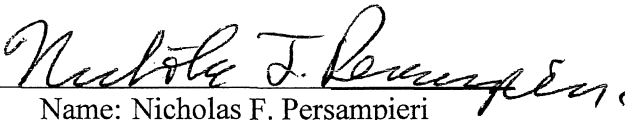
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The State of Vermont, by and through the Attorney General of the State of Vermont, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the State of Vermont, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: June 25, 2019.

NAME OF PARTY: State of Vermont

By: 

Name: Nicholas F. Persampieri

Title: Assistant Attorney General

Office of the Attorney General

109 State Street

Montpelier, VT 05609

(802) 828-6902

nick.persampieri@vermont.gov

ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION IN ANTICIPATION OF JUDICIAL OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL GOVERNMENT (OR PRIVATE PARTIES) TO TAKE ACTION (OR TO DEFEND THE FEDERAL GOVERNMENT'S AUTHORITY TO TAKE ACTION) TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT CAUSE CLIMATE CHANGE

The Commonwealth of Virginia, by and through Paul Kugelman, Jr., Senior Assistant Attorney General, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the Commonwealth of Virginia, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: June 25, 2019

NAME OF PARTY: Commonwealth of Virginia

By: 

Name: Paul Kugelman, Jr.

Title: Senior Assistant Attorney General
Chief, Environmental Section

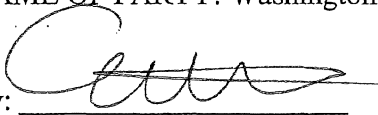
ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION IN ANTICIPATION OF JUDICIAL OR ADMINISTRATIVE ACTIONS TO REQUIRE THE FEDERAL GOVERNMENT (OR PRIVATE PARTIES) TO TAKE ACTION (OR TO DEFEND THE FEDERAL GOVERNMENT'S AUTHORITY TO TAKE ACTION) TO REDUCE OR LIMIT EMISSIONS OF GREENHOUSE GASES THAT CAUSE CLIMATE CHANGE

Washington State, by and through Robert W. Ferguson, Attorney General for the State of Washington, and Emily C. Nelson, Assistant Attorney General, desires to become a Party to the attached Agreement.

Now, therefore, counsel for Washington State, agrees to the terms of the Agreement (including Paragraph 11 thereof concerning modifications thereof) and agrees to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: June 26, 2019

NAME OF PARTY: Washington State

By: 

Name: Emily C. Nelson

Title: Assistant Attorney General

CONFIDENTIAL—PROTECTED BY COMMON INTEREST PRIVILEGE**COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION FOR ANTICIPATED COMMENTS AND LITIGATION REGARDING ARCTIC NATIONAL WILDLIFE REFUGE OIL AND GAS MATTERS**

The parties to this common interest agreement (the “Agreement”), specifically the States California, Delaware, Maryland, Michigan, Minnesota, New York, New Jersey, North Carolina, Oregon, Rhode Island, Vermont, Virginia, and Washington, the Commonwealths of Massachusetts and Pennsylvania, the District of Columbia and any other governmental entity that completes the attached Addendum (each “Party” or collectively “Parties”), anticipate participating as litigants or counsel for litigants in administrative proceedings and subsequent judicial challenges addressing the Bureau of Land Management’s compliance with the National Environmental Policy Act for the oil and gas leasing program on the Coastal Plain of the Arctic National Wildlife Refuge (“Arctic Refuge”), and any other rulemakings, proceedings, actions, or decisions involving oil and gas leasing, exploration, including seismic testing surveys, or related activity in or near the Arctic Refuge(“together the “Arctic Refuge Oil and Gas Matters”).

The Parties to this Agreement have a common interest in and benefit from the success of the Arctic Refuge Oil and Gas Matters. Any unlawful, improper, or imprudent assessment of the environmental impacts of oil and gas development in the Arctic Refuge would adversely affect the Parties’ natural resources, environment, and economies, and may require the expenditure of state resources related to a number of impacts, including climate change and harm to migratory birds.

The Parties thus have a common interest in advocating the Parties’ interests in administrative proceedings or judicial litigation concerning any federal proposals, actions, rules, or regulations that are unlawful or that affect the Parties’ interests set forth above. This work has required and will continue to require the sharing of information, legal analyses, draft comments and administrative filings, draft briefs and other draft court filings, and other documents among the Parties. The Parties wish to pursue their common interest throughout the preparations for, and the course of, any administrative and judicial proceedings involving these issues by exchanging privileged materials, while avoiding any waiver of the confidentiality of those privileged materials. The Parties agree to share information for the purpose of advancing their common interest, to keep such information and materials confidential, and to protect any privileges attaching to such information and materials to the extent authorized by law. The Parties also agree that the sharing of information, both written and oral, among their governing boards, staff, management, consultants, experts, clients, and counsel will further their common objectives.

Both federal and state law provide for the sharing of confidential and/or privileged information¹ among those with common interests during the course of and in anticipation of litigation, without a waiver of any otherwise applicable privileges, protections, immunities, and exemptions from disclosure, so that the claims and defenses of the parties may be thoroughly investigated and prepared without giving undue advantage to the opposing side. Maintaining such confidentiality is necessary for the accomplishment of the Parties' objectives with regard to the Arctic Refuge Oil and Gas Matters. This document sets forth the Agreement under which the Parties and their respective governing boards, staff, management, consultants, experts, clients, and counsel will manage and protect confidential and/or privileged information shared and exchanged in preparation for, and during the course of, the Arctic Refuge Oil and Gas Matters.

Therefore, the Parties agree as follows:

1. **Parties.** The Parties to this Agreement are set forth above. Pursuant to Paragraph 11 below, additional entities, through their counsel, may join this agreement by executing the appropriate version of the attached Addendum and distributing a copy to all Parties, as set forth in paragraph 11.
2. **Purpose.** The Parties share the common interests and goals described above, and their work in connection with the Arctic Refuge Oil and Gas Matters presents common issues of fact and law. The Parties recognize that the sharing and disclosure of confidential and/or privileged information among them, both in preparation for and during the Arctic Refuge Oil and Gas Matters, administrative rulemaking process and litigation in any Federal District Court or Circuit Court of Appeals, and any other courts, including the U.S. Supreme Court, is essential to conduct the Arctic Refuge Oil and Gas Matters. The purpose of this Agreement is to ensure that the privileged and/or confidential information shared will be used in preparing for and developing effective legal positions (which will likely be joint but may not always involve all Parties), including development of litigation strategy and the preparation of comments and other administrative filings, legal briefs and other court filings, and other documents among the Parties, and that this confidential and/or privileged information will not be disclosed to third parties or otherwise disclosed such that any privileges or other basis for confidentiality attached to these communications and documents are waived.
3. **"Information"** as used in this Agreement, refers to any and all documents, materials, and communications, whether oral or written, electronic or paper, or otherwise. "Information" includes, but is not limited to, documents, materials, and communications exchanged among the Parties' governing boards, staff, management, consultants, experts, clients, and/or counsel.
4. **"Confidential and/or privileged information"** is information provided by or exchanged between one Party and another with the expectation of confidentiality and which is subject to one

¹ "Information," and "confidential and/or privileged information" as used in this Agreement, are defined below.

or more applicable privileges, protections, immunities, or exemptions from disclosure, including but not limited to, the attorney-client, attorney work product, deliberative process, and official information privileges and protections. “Confidential and/or privileged information” shall include information provided by or exchanged between the Parties prior to the execution of this Agreement. The signing of this Agreement shall not waive any applicable privilege, protection, immunity or exemption from disclosure or otherwise affect the status of “confidential and/or privileged information” exchanged prior to the signing of this Agreement by the Parties.

5. **“Common Interest Privilege”** as used in this Agreement means the privilege arising from the common interests of the Parties in preparing for and conducting administrative or judicial actions regarding the Arctic Refuge Oil and Gas Matters, including but not limited to the common interest privilege recognized in cases such as *Schaeffler v. United States*, 806 F.3d 34, 40 (2d Cir. 2015); *Waller v. Financial Corp. of America*, 828 F.2d 579, 583, n.7 (9th Cir. 1987); *Hunydee v. United States*, 355 F.2d 183 (9th Cir. 1965); *Continental Oil Company v. United States*, 330 F.2d 347 (9th Cir. 1964); *Loustalet v. Refco, Inc.*, 154 F.R.D. 243 (C.D. Cal. 1993); *Minebea Co. v. Pabst*, 228 F.R.D. 13, 15 (D.D.C. 2005); *Ken’s Foods, Inc. v. Ken’s Steak House, Inc.*, 213 F.R.D. 89, 93-94 (D. Mass. 2002); *Hanover Ins. Co. v. Rapo & Jepsen Ins. Serv., Inc.*, 870 N.E.2d 1105, 1109 (Mass. 2007); *Raytheon Company v. Superior Court*, 208 Cal.App.3d 683 (1989); *Ins. Co. of No. America v. Superior Court*, 108 Cal.App.3d 758, 765, n.1 (1980); *O’Boyle v. Longport*, 218 N.J. 168 (2014); Fed. R. of Evid. 501.

To avoid misunderstandings or inadvertent disclosure, all documents exchanged pursuant to this Agreement should bear the legend **“Confidential – Protected by Common Interest Privilege”** or words to that effect. However, the absence of such a legend shall not waive any privilege or protection available under this Agreement or otherwise. In addition, any Party may, where appropriate, also label documents exchanged pursuant to this Agreement with other appropriate legends, such as, for example, “Attorney-Client Privileged” or “Attorney Work Product.” Oral communications among the Parties regarding the matters covered by this Agreement shall also be deemed confidential and protected under this Agreement.

6. **Confidentiality Statement.** The Parties agree to protect all information exchanged among them related to the matters covered by the Agreement (hereinafter “Protected Information”) regardless of whether such information exchanges occurred before or after the effective date of this Agreement, as confidential and privileged to the maximum extent allowable under applicable law, based upon all applicable privileges including, but not limited to, the attorney-client privilege, attorney work-product protections, joint defense privilege, and governmental privileges including, but not limited to, the deliberative process privilege. Pursuant to this Agreement, rights in the confidentiality of Protected Information, and the confidences attached thereto, have not and will not be waived except as provided in paragraph 8 of this Agreement. Any inadvertent disclosure of Protected Information that is inconsistent with this Agreement shall not waive the confidentiality of such Protected Information.

7. **Use of Protected Information.** Protected Information is to be used by the recipient of the information solely in connection with preparing and presenting the Parties' positions regarding the matters covered by the Agreement. Protected Information may not be shared by a recipient with any non-Party to this Agreement without prior written waiver from all Parties to this Agreement, unless the relevant Party determines that disclosure is (i) required by applicable law, and (ii) not otherwise covered by paragraph 8 below. In the event that the relevant Party determines that disclosure is required by applicable law and not otherwise covered by paragraph 8, it agrees to use its best efforts, as permitted by applicable law, to give all Parties to this Agreement five working days' notice prior to disclosure. Notwithstanding the foregoing, any Party may release, disclose, discuss, or make available Protected Information to or with its governing body, staff, management, consultants, experts, clients, and/or counsel who have a need for such information as part of their responsibilities associated with the matters covered by this Agreement, provided that any such persons are notified of their obligation to keep such Protected Information confidential pursuant to this Agreement.

8. **Requests for Release and/or Disclosure.** The Parties agree and acknowledge that each Party is subject to freedom of information or public records laws, and that nothing in this Agreement is intended to alter or limit the disclosure requirements of such laws. A Party who receives a request from a non-party to release, disclose, discuss, or obtain access to any information, including Protected Information (whether by way of a subpoena, discovery request, or request under any federal or state statute) shall notify the other Parties of such request prior to the date on which a response to such a request is due, with the goal of providing such notification at least ten calendar days before the response deadline, except for requests under the California Public Records Act, Massachusetts Public Records Act, New York Freedom of Information Law, or any other similar laws in other states. When subject to a request under the California Public Records Act, Massachusetts Public Records Act, New York Freedom of Information Law, or any other similar law, the governmental entity subject to such request agrees to use its best efforts, as permitted by applicable law, to notify the other Parties of the request a reasonable time before releasing documents pursuant to the request. Unless the other Parties consent to disclosure or release of Protected Information, the Party receiving the request for disclosure shall assert, to the extent authorized by law, and subject to any mandatory disclosure laws or court orders, all relevant and applicable privileges and other objections that the Party receiving the request determines are relevant and applicable to the disclosure of such information.

9. **No Agency or Additional Attorney-Client Relationships.** This Agreement shall not create any agency or similar relationship among the Parties. Nor shall this Agreement alter the existing attorney-client relationships among the Parties or create any new attorney-client relationships. No Party shall have authority to waive any applicable privilege or other confidentiality protection on behalf of any other Party; nor shall any waiver of an applicable privilege or protection by the conduct of any Party be construed to apply to any other Party. Nothing in this Agreement is intended or shall be construed to obligate any of the Parties

to disclose or share any information or material relating to the matters covered by the Agreement.

10. **Enforcement.** The Parties agree that a breach of a provision of this Agreement by a Party may cause irreparable harm to the other Parties and therefore agree that injunctive relief is the appropriate means to enforce this Agreement and that money damages would be inadequate. No Party shall be subject to any claim for damages as a result of a breach of this Agreement.

11. **Modification.** It is agreed that any modifications to this Agreement shall be in writing and signed by all Parties. The inclusion of other entities to this Agreement shall not be considered a modification and shall be accomplished by having the new Party execute the attached Addendum and distribute a copy to all Parties.

12. **Integration.** This written Agreement memorializes the entirety of the Parties' pre-existing oral agreement regarding the confidentiality of their communications. It is agreed that this Agreement itself, any amendments thereto, and all discussions among the Parties related to the Agreement are themselves subject to the attorney-client privilege, common interest privilege, and work product doctrine.

13. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, in whole or in part, such determination shall not affect the validity of any other provision of this Agreement.

14. **Termination.** Any Party to this Agreement may terminate its participation in the Agreement upon written notice to the other Parties. In such instance, the terminating Party and its counsel will continue to be bound by this Agreement with regard to any Protected Information received prior to the termination.

15. **Nondisqualification Agreement.** The Parties agree that no Party or attorney for a Party to this Agreement may attempt to use, in any other legal proceeding which is not related to the subject matter of this Agreement, either the fact of the Agreement or any information learned as a result of this Agreement as a reason to disqualify any other lawyer or law firm acting as counsel in such other legal matter or proceeding.

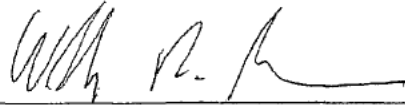
16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original hereof, and all counterparts so executed shall collectively constitute one binding agreement of the Parties, notwithstanding that all Parties are not signatory to the same counterpart. Counsel signing this Agreement on behalf of the named Party or Parties it represents certifies that it has the authority to execute this Agreement on behalf of said Party or Parties, that Counsel has fully informed the Party or Parties it represents of the terms of this Agreement, and that its party-clients have agreed to be bound by all of the terms of this Agreement.

17. **Effective Date and Prior Disclosure.** This written agreement becomes effective upon execution by the State of Washington and any one of the other parties. The Agreement then becomes effective as to each subsequently signing Party as of the date that each subsequently signing Party executes the Agreement or the Addendum. However, the Parties agree that all privileged, protected, or immune information previously disclosed by one Party to another Party in connection with the covered matters are subject to this Agreement.

It is so AGREED.

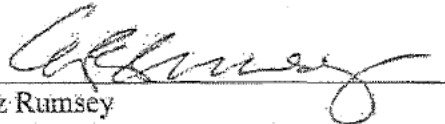
Dated: 2/7, 2019

ON BEHALF OF STATE OF
WASHINGTON



William R. Sherman
Assistant Attorney General
Counsel for Environmental Protection
Washington State Attorney General's Office
800 5th Ave Suite 2000, TB-14
Seattle, WA 98104-3188
Office: (206) 442-4485

ON BEHALF OF STATE OF CALIFORNIA



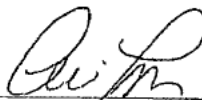
Liz Rumsey
Deputy Attorney General
Environment Section
Attorney General's Office
1515 Clay Street, Suite 20th Floor
Oakland, CA 94612
Tel: (510) 879-0860

ON BEHALF OF THE COMMONWEALTH
OF MASSACHUSETTS



Matthew Ireland
Assistant Attorney General
Megan Herzog
Special Assistant Attorney General
Environmental Protection Division
OFFICE OF ATTORNEY GENERAL
MAURA HEALEY
One Ashburton Place, 18th Floor
Boston, MA 02108
(617) 727-2200

ON BEHALF OF THE COMMONWEALTH
OF PENNSYLVANIA



Aimee D. Thomson
Deputy Attorney General, Impact Litigation
Section
Pennsylvania Office of Attorney General
1600 Arch Street, Suite 300
Philadelphia, PA 19103
(267) 940-6696

ON BEHALF OF THE STATE OF
DELAWARE



Ralph K. Durstein III
Deputy Attorney General
Environmental Unit, Civil Division,
Department of Justice
Carvel State Building
820 N. French St.
Wilmington, DE 19801
(302)577-8400

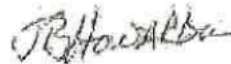
ON BEHALF OF THE DISTRICT OF
COLUMBIA

KARL A. RACINE
Attorney General for the District of Columbia



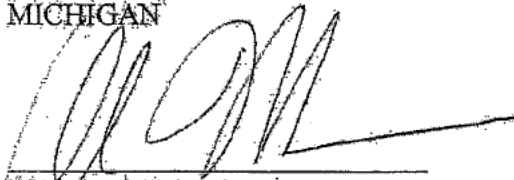
By: DAVID S. HOFFMANN
Assistant Attorney General
Office of the Attorney General for the District
of Columbia
Public Integrity Section
441 Fourth Street, N.W., Suite 650 North
Washington, D.C. 20001
(202) 442-9889

ON BEHALF OF STATE OF MARYLAND



John B. Howard, Jr.
Special Assistant Attorney General
Office of the Attorney General
200 St. Paul Place
Baltimore, MD 21202
(410) 576-6970

ON BEHALF OF THE STATE OF
MICHIGAN



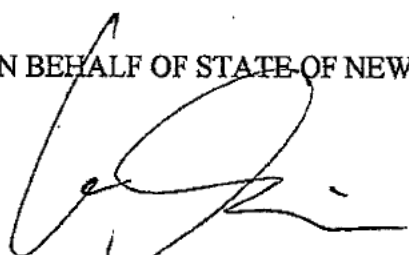
Elizabeth Morriseau
Assistant Attorney General
Environment, Natural Resources,
and Agricultural Division
Michigan Attorney General's Office
6th Floor, G. Mennen Williams Building
525 West Ottawa Street
PO Box 30755
Lansing, MI 48933
(517) 335-7664

ON BEHALF OF THE STATE OF
MINNESOTA



Max Kieley
Assistant Attorney General
Minnesota Attorney General's Office
900 Town Square Tower
445 Minnesota Street, Suite 900
St. Paul, Minnesota 55101-2127
(651) 757-1244

ON BEHALF OF STATE OF NEW YORK



Mihir A. Desai
Assistant Attorney General
Environmental Protection Bureau
New York State Office of the Attorney
General
28 Liberty Street, 19th Floor
New York, NY 10005
(212) 416-8478