

ADDENDUM

**TO CONFIDENTIALITY AGREEMENT REGARDING THE SHARING OF
INFORMATION RELATED TO SETTLEMENT DISCUSSIONS REGARDING
EXISTING AND ANTICIPATED MOTOR VEHICLE GREENHOUSE GAS EMISSION
STANDARDS**

Volvo Car USA LLC and its affiliates (VCUSA), by and through the undersigned, desires to become a Party to the attached Agreement.

Now, therefore, VCUSA, by and through the undersigned, agrees to the terms of the Agreement and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: March __, 2020

VOLVO CAR USA LLC:

By: _____
Name: Anders Gustafsson
Title: President & CEO, Head of Americas

By: _____
Name: Courtney C. Murray
Title: Head of Legal, Americas

ADDENUM

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STANDARDS**

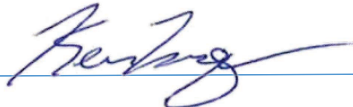
Recognizing that Tesla, Inc., as a manufacturer of only zero emission electric vehicles, has met and exceeded, and will continue to meet and exceed, the standards contained in California's existing Low-Emission Vehicle III Greenhouse Gas Emission regulations, 13 CCR §1961.3,

Tesla, Inc., by and through counsel, desires to become a Party to the attached Agreement.

Now, therefore, counsel for Tesla Inc., agrees to the terms of the Agreement and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: 10/28/19

NAME OF PARTY: Tesla, Inc.

By:  _____

Name: Ken Morgan

Title: Vice President, Sales Finance and Business Development

The ADDENDUM

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STANDARDS**

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

Now, therefore, counsel for State of Connecticut, agrees to the terms of the Agreement and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: April 1, 2020

NAME OF PARTY:

State of Connecticut
Office of the Attorney General

By: 

Name: Robert Snook

Title: Assistant Attorney General

ADDENDUM

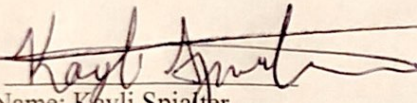
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STANDARDS**

The State of Delaware, by and through the Delaware Department of Justice, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the State of Delaware, agrees to the terms of the Agreement and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: April 7, 2020

NAME OF PARTY: State of Delaware

By: 
Name: Kayli Spialter
Title: Deputy Attorney General

ADDENDUM

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INFORMATION RELATED TO SETTLEMENT DISCUSSIONS REGARDING
EXISTING AND ANTICIPATED MOTOR VEHICLE GREENHOUSE GAS EMISSION
STANDARDS**

The State of Maine, by and through the Office of the Maine 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 and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: March 23, 2020

NAME OF PARTY: State of Maine

By: 

Name: Laura E. Jensen
Title: Assistant Attorney General
Office of the Maine Attorney General

ADDENDUM

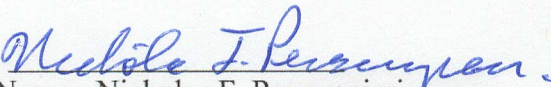
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EXISTING AND ANTICIPATED MOTOR VEHICLE GREENHOUSE GAS EMISSION
STANDARDS**

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

Now, therefore, counsel for the State of Vermont, agrees to the terms of the Agreement and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: March 23, 2020

NAME OF PARTY: State of Vermont

By: 
Name: Nicholas F. Persampieri
Title: Assistant Attorney General

PRIVILEGED & CONFIDENTIAL

**COMMON INTEREST AGREEMENT REGARDING THE SHARING OF
INFORMATION IN SUPPORT OF ANTICIPATED LITIGATION REGARDING
PROPOSED INTEGRATED ACTIVITY PLAN FOR THE NATIONAL
PETROLEUM RESERVE IN ALASKA**

The parties to this common interest agreement (the “Agreement”), specifically the States of California, North Carolina, Washington, Connecticut, Vermont, New Jersey, New York, and Michigan, and the Commonwealth of Massachusetts, and any other State, municipality, or other governmental entity that completes the attached Addendum (collectively “Parties”), anticipate participating as litigants or counsel for litigants in administrative proceedings and subsequent judicial challenges addressing the U.S. Bureau of Land Management’s (“BLM”) proposal to revise its Integrated Activity Plan for the National Petroleum Reserve in Alaska (“Revised Reserve Plan”).

The Parties to this Agreement have a common interest in advocating the Parties’ interests in administrative proceedings or litigation concerning any federal proposals, actions, rules, or regulations that are unlawful or that affect the Parties’ interests. Any unlawful, improper, or imprudent assessment of the environmental impacts of oil and gas development in the National Petroleum Reserve would adversely affect the Parties’ natural resources, environment, and economies, and may require the expenditure of state resources related to those impacts.

Participating in administrative proceedings and preparing for possible litigation regarding the Revised Reserve Plan has required and will continue to require the sharing of information, legal analyses, draft comments, and other documents among the Parties. The Parties wish to pursue their common interest by exchanging privileged materials, while avoiding any waiver of the privileged nature 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 Revised Reserve Plan. 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

¹ “Information,” as used in this Agreement, is defined below.

protect confidential and/or privileged information shared and exchanged in drafting comments and preparing for any future litigation regarding the Revised Reserve Plan.

THEREFORE, the Parties to this Agreement, through their duly authorized undersigned counsel, hereby agree to the following, effective as of the date below, regardless of when signed.

1. **Parties.** The Parties to this Agreement are the States of California, North Carolina, Washington, Connecticut, Vermont, New Jersey, New York, and Michigan, and the Commonwealth of Massachusetts, and any other State, municipality, or other governmental entity that completes the attached Addendum and circulating a copy to all Parties, as set forth in paragraph 11.

2. **Purpose.** The Parties share common interests and goals in opposing the Revised Reserve Plan and their opposition to the Revised Reserve Plan presents common issues of fact and law. The Parties recognize that the sharing and disclosure of privileged and confidential information among them is essential to the pursuit of their common interest in this matter. The purpose of this Agreement is to ensure that the privileged and/or confidential information shared will be used for developing an efficient joint challenge, including through drafting public comments and the development of litigation strategy, and that this privileged and/or confidential 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, information, and communications, whether oral or written, electronic or paper. “Information” includes, but is not limited to, documents, materials, information, 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 a challenge to the Revised Reserve Plan, including but not limited to the common interest privilege recognized in cases such as *Schaeffler v. United States*, 806 F.3d 34, 40-41 (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); *Mineba 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); and in Federal Rule of Evidence 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 Revised Reserve Plan.

6. **Non-Disclosure.** The Parties agree to protect all communications and documents exchanged among them regarding their challenge to the Revised Reserve Plan, 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, 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 7 of the Agreement. Any inadvertent disclosure of Protected Information that is inconsistent with this Agreement shall not waive any privilege applicable to 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 Revised Reserve Plan. 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, *infra*, concerning Requests for Release and/or Disclosure. If the relevant party determines the disclosure is required by applicable law and not otherwise covered by paragraph 8, *infra*, then it agrees to use its best efforts, as permitted by applicable law, to provide notice at least seven calendar days in advance, to all parties to this Agreement prior to disclosure.

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 nonparty 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 use its best efforts, as permitted by applicable law, to provide notice, at least seven calendar days prior to the date on which response to such request is due, to all parties to this Agreement. 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 their challenge to the Revised Reserve Plan.

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 governmental 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; 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' 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. **Termination.** Any Party to the Agreement may terminate this 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.

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 other legal proceeding or cause, either the fact of the Agreement or any information learned as a result of this Defense as a reason to disqualify any other lawyer or law firm acting as counsel in the above-captioned case from acting as legal counsel in any other legal matter or proceeding.

16. **Counterparts.** This Agreement may be executed in counterparts.

17. **Effective Date.** This Agreement becomes effective on the last date of execution by the Parties. This Agreement becomes effective as to any additional party on the date such party executes the attached Addendum. All of the Parties' communications with each other concerning the Defense made prior to execution of this Agreement are fully subject to this Agreement.

It is so AGREED.

Dated: January 22, 2020

FOR THE STATE OF CALIFORNIA



Joshua R. Purtle
Deputy Attorney General
David A. Zonana
Supervising Deputy Attorney General
California Department of Justice
1515 Clay Street, 20th Floor
Oakland, CA 94612
Tel. (510)-879-0098
joshua.purtle@doj.ca.gov

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It is so AGREED.

Dated: January __, 2020

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**FOR THE PEOPLE OF THE STATE OF
MICHIGAN**

DANA NESSEL
Attorney General

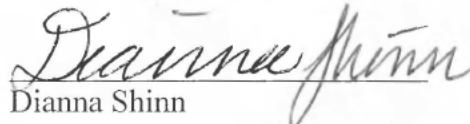


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FOR THE STATE OF NEW JERSEY



Dianna Shinn
Deputy Attorney General
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Environmental Justice Section
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**FOR THE STATE OF NORTH
CAROLINA**

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FOR THE STATE OF VERMONT

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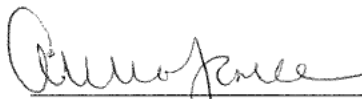
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FOR THE STATE OF VERMONT


Nicholas F. Persampieri
Assistant Attorney General
Office of the Attorney General

**ON BEHALF OF STATE OF
WASHINGTON**



Aurora R. Janke
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

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**ON BEHALF OF STATE OF
WASHINGTON**

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FOR THE STATE OF CONNECTICUT



Daniel M. Salton
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FOR THE STATE OF NEW YORK

Mihir A. Desai

Mihir A. Desai
Assistant Attorney General
New York State Office of the Attorney
General
Environmental Protection Bureau
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FOR THE COMMONWEALTH OF
MASSACHUSETTS



Matthew Ireland
Assistant Attorney General
Environmental Protection Division
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**TO COMMON INTEREST AGREEMENT REGARDING THE SHARING OF
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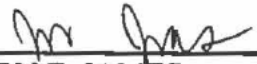
The State of Illinois, by and through Attorney General Kwame Raoul, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the State of Illinois agrees to the terms of the Agreement and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: January 7, 2020

NAME OF PARTY: STATE OF ILLINOIS

KWAME RAOUL
ATTORNEY GENERAL

By: 

JASON E. JAMES
Assistant Attorney General
Matthew J. Dunn
Chief, Environmental Enf./Asbestos Litig. Div.
Office of the Attorney General
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69 W. Washington St., 18th Floor
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PETROLEUM RESERVE IN ALASKA**

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

Now, therefore, counsel for Minnesota, agrees to the terms of the Agreement and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: 1-8-2020

NAME OF PARTY:

By: 
Name: Leigh Currie
Title: Special Assistant Attorney General
Address: 445 Minnesota St., Suite 1400
St. Paul, MN 55101