


Dated: August 21, 2019

FOR THE COMMONWEALTH OF MASSACHUSETTS

MAURA HEALEY  
Attorney General

By:



CHRISTOPHE COURCHESNE  
Assistant Attorney General and Chief  
TURNER SMITH  
Assistant Attorney General  
Office of the Attorney General  
Environmental Protection Div.  
One Ashburton Place, 18th Floor  
Boston, MA 02108  
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Dated: August\_\_\_\_, 2019

FOR THE STATE OF MINNESOTA

Attorney General

By:

CHRISTINA BROWN  
Assistant Attorney General  
Office of the Attorney General  
445 Minnesota Street, Suite 900  
St. Paul, MN 55101

**EXECUTION COPY**

Dated: August \_\_\_\_\_, 2019

FOR THE COMMONWEALTH OF MASSACHUSETTS

MAURA HEALEY  
Attorney General

By:

\_\_\_\_\_  
CHRISTOPHE COURCHESNE  
Assistant Attorney General and Chief  
TURNER SMITH  
Assistant Attorney General  
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One Ashburton Place, 18th Floor  
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(617) 727-2200  
[turner.smith@state.ma.us](mailto:turner.smith@state.ma.us)

Dated: September 17, 2019

FOR THE STATE OF MINNESOTA

Attorney General

By:

  
\_\_\_\_\_  
PETER SURDO  
Special Assistant Attorney General  
Minnesota Attorney General's Office  
Environment & Natural Resources Division  
445 Minnesota Street  
St. Paul, Minnesota 55101  
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**EXECUTION COPY**

Dated: August 16, 2019

FOR THE STATE OF NEW JERSEY

GURBIR S. GREWAL  
Attorney General

By: Aaron Love  
AARON A. LOVE  
Deputy Attorney General  
R.J. Hughes Justice Complex  
25 Market Street  
Trenton, NJ 08625-0093  
(609) 376-2762  
aaron.love@law.njoag.gov

Dated: August \_\_\_\_\_, 2019

FOR THE STATE OF NEW YORK


BARBARA D. UNDERWOOD  
Attorney General

By: \_\_\_\_\_  
MICHAEL J. MYERS  
Senior Counsel  
CLAIBORNE E. WALTHALL  
Assistant Attorney General  
Environmental Protection Bureau  
New York State Attorney General  
The Capitol  
Albany, NY 12224  
(518) 776-2380  
Claiborne.Walthall@ag.ny.gov

Dated: August 21, 2019

FOR THE STATE OF NEW MEXICO

HECTOR H. BALDERAS  
Attorney General

By:   
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Special Assistant Attorney General  
State of New Mexico Office of the Attorney General  
Consumer & Environmental Protection Division  
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AMinard@nmag.gov

**EXECUTION COPY**

Dated: August \_\_\_\_\_, 2019

FOR THE STATE OF NEW JERSEY

GURBIR S. GREWAL  
Attorney General

By:


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Deputy Attorney General  
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(609) 376-2762  
aaron.love@law.njoag.gov

Dated: August 12, 2019

FOR THE STATE OF NEW YORK

LETITIA JAMES  
Attorney General

By:

  
\_\_\_\_\_  
MICHAEL J. MYERS  
Senior Counsel  
CLAIBORNE E. WALTHALL  
Assistant Attorney General  
Environmental Protection Bureau  
New York State Attorney General  
The Capitol  
Albany, NY 12224  
(518) 776-2380  
Claiborne.Walthall@ag.ny.gov

**EXECUTION COPY**

Dated: August \_\_\_\_\_, 2019

FOR THE STATE OF NORTH CAROLINA

JOSHUA H. STEIN  
Attorney General

By:


\_\_\_\_\_  
ASHER SPILLER  
Assistant Attorney General  
Environmental Division  
114 W. Edenton St., Raleigh, NC 27603  
(919) 716-6977  
Aspiller@ncdoj.gov

Dated: August 13, 2019

FOR THE STATE OF OREGON

ELLEN F. ROSENBLUM  
Attorney General

By:

  
\_\_\_\_\_  
STEVE NOVICK  
Special Assistant Attorney General  
Natural Resources Section  
Oregon Department of Justice  
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Salem, OR 97301-4096  
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*EXECUTION COPY*

Dated: September 3, 2019

FOR THE COMMONWEALTH OF PENNSYLVANIA

JOSH SHAPIRO  
Attorney General

By:

  
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Senior Deputy Attorney General  
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***EXECUTION COPY***

FOR THE STATE OF RHODE ISLAND

PETER F. NERONHA

Attorney General

By: 

ALISON B. HOFFMAN

Special Assistant Attorney General

Office of the Attorney General

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Providence, RI 02740

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**EXECUTION COPY**

Dated: August 14, 2019

FOR THE STATE OF VERMONT

THOMAS J. DONOVAN, JR.  
Attorney General

By:   
NICHOLAS F. PERSAMPIERI  
Assistant Attorney General  
Office of the Attorney General  
109 State Street  
Montpelier, VT 05609  
(802) 828-3186  
nick.persampieri@vermont.gov

Dated: August \_\_\_\_\_, 2019

FOR THE STATE OF WASHINGTON

ROBERT W. FERGUSON  
Attorney General

By: \_\_\_\_\_  
WILLIAM R. SHERMAN  
Assistant Attorney General  
Counsel for Environmental Protection  
800 5th Ave Suite 2000, TB-14  
Seattle, WA 98104-3188  
(206) 442-4485  
bill.sherman@atg.wa.gov

**EXECUTION COPY**

Dated: August \_\_\_\_\_, 2019

FOR THE STATE OF VERMONT

THOMAS J. DONOVAN, JR.  
Attorney General

By:


NICHOLAS F. PERSAMPIERI  
Assistant Attorney General  
Office of the Attorney General  
109 State Street  
Montpelier, VT 05609  
(802) 828-3186  
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Dated: September 17, 2019

FOR THE STATE OF WASHINGTON

ROBERT W. FERGUSON  
Attorney General

By:

  
WILLIAM R. SHERMAN  
Assistant Attorneys General  
AURORA R. JANKE  
Special Assistant Attorney General  
Counsel for Environmental Protection  
800 5th Ave Suite 2000, TB-14  
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**EXECUTION COPY**

**ADDENDUM**


**TO COMMON INTEREST AGREEMENT REGARDING SHARING OF INFORMATION  
FOR ADMINISTRATIVE PROCEEDINGS AND ANTICIPATED LITIGATION  
OPPOSING GUIDANCE AND RULEMAKING OF THE COUNCIL ON  
ENVIRONMENTAL QUALITY REGARDING  
THE NATIONAL ENVIRONMENTAL POLICY ACT**

The State of North Carolina by and through <sup>Joshua H. Stein</sup>  
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 and  
to deliver copies of this executed Addendum to all Parties to the Agreement within five business  
days.

DATED: August 20, 2019

NAME OF PARTY:

By: 

Name: Blake Thomas

Title: Deputy General Counsel

Address: N.C. Department of Justice  
114 W. Edenton St  
Raleigh, NC  
27603

**ADDENDUM**

**TO COMMON INTEREST AGREEMENT REGARDING SHARING OF INFORMATION  
FOR ADMINISTRATIVE PROCEEDINGS AND ANTICIPATED LITIGATION  
OPPOSING GUIDANCE AND RULEMAKING OF THE COUNCIL ON  
ENVIRONMENTAL QUALITY REGARDING  
THE NATIONAL ENVIRONMENTAL POLICY ACT**

\_\_\_\_\_, by and through \_\_\_\_\_, desires to become a Party to the attached Agreement.

Now, therefore, counsel for \_\_\_\_\_, 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: \_\_\_\_\_

NAME OF PARTY:

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

Name:

Title:

Address:

**ADDENDUM**

**TO COMMON INTEREST AGREEMENT REGARDING SHARING OF INFORMATION  
FOR ADMINISTRATIVE PROCEEDINGS AND ANTICIPATED LITIGATION  
OPPOSING GUIDANCE AND RULEMAKING OF THE COUNCIL ON  
ENVIRONMENTAL QUALITY REGARDING  
THE NATIONAL ENVIRONMENTAL POLICY ACT**

Government of Guam, by and through Shannon Taitano, Chief Deputy Attorney General, desires to become a Party to the attached Agreement.

Now, therefore, counsel for Government of Guam, 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 23, 2020

NAME OF PARTY:

By: 

Name: Shannon Taitano  
Title: Chief Deputy Attorney General  
Address: Office of the Attorney General  
590 South Marine Corps  
Suite 901  
Tamuning, Guam 96913

ADDENDUM

TO COMMON INTEREST AGREEMENT REGARDING SHARING OF INFORMATION  
FOR ADMINISTRATIVE PROCEEDINGS AND ANTICIPATED LITIGATION  
OPPOSING GUIDANCE AND RULEMAKING OF THE COUNCIL ON  
ENVIRONMENTAL QUALITY REGARDING  
THE NATIONAL ENVIRONMENTAL POLICY ACT

State of Nevada by and through Aaron Ford  
Attorney General, desires to become a Party to the  
attached Agreement.

Now, therefore, counsel for State of Nevada, 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: 2/19/20

NAME OF PARTY:

By: Daniel Nibel  
Name: Daniel Nibel  
Title: Deputy Attorney General  
Address: 100 N Carson St., Carson City NV 89701

**ADDENDUM**

**TO COMMON INTEREST AGREEMENT REGARDING SHARING OF INFORMATION  
FOR ADMINISTRATIVE PROCEEDINGS AND ANTICIPATED LITIGATION  
OPPOSING GUIDANCE AND RULEMAKING OF THE COUNCIL ON  
ENVIRONMENTAL QUALITY REGARDING  
THE NATIONAL ENVIRONMENTAL POLICY ACT**

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

Now, therefore, counsel for People of the State of Michigan, 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: 3/4/2020

NAME OF PARTY: People of the state of michigan

By: 

Name: Elizabeth Morrisseau  
Title: assistant attorney general, Environment, Natural Resources, & Agriculture (ENRA) Division  
Address: Department of the Attorney General  
Williams Building, 6th Floor  
525 W. Ottawa St  
PO Box 30755  
Lansing, MI 48909  
(517) 335-7664

**PRIVILEGED & CONFIDENTIAL**

**COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION  
CONCERNING ANTICIPATED COMMENTS AND LITIGATION RELATING TO THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S OZONE NATIONAL  
AMBIENT AIR QUALITY STANDARDS**

The parties to this common interest agreement (the "Agreement"), specifically the States of New York, California, Connecticut, Illinois, Maryland, Massachusetts, New Jersey, Pennsylvania, Rhode Island, Vermont, Washington, Wisconsin, and the City of New York, and any governmental entities who have executed the attached Addendum (hereinafter the "Parties"), anticipate submitting comments, either individually or jointly, and possibly taking other actions, including being involved as participants and/or litigants, or counsel for participants and/or litigants, in one or more administrative and/or judicial proceedings, related to one or more proposals, rules and/or final determinations by the Environmental Protection Agency and Administrator Andrew Wheeler (together, "EPA") regarding the ozone National Ambient Air Quality Standards ("NAAQS") and applicable regulations. Specifically, the Parties expect to work together in coordinating comments on a notice of proposed rulemaking entitled "Review of the Ozone National Ambient Air Quality Standards," Docket # EPA-HQ-OAR-2018-0279, signed on July 13, 2020 and published at 85 Fed. Reg. 49,830 (Aug. 14, 2020), and on subsequent notices and actions in this same or related rulemaking efforts, to be able to make legal arguments in any subsequent administrative and/or judicial proceedings related to any final actions regarding the ozone NAAQS. The current and future actions taken by the Parties in commenting on and/or challenging these rulemakings and related agency actions are collectively referred to herein as the "Litigation."

The Parties to this Agreement have a common interest in the successful prosecution of the Litigation (including, without limitation, in developing arguments in the rulemaking process preceding a court challenge) to ensure EPA does not weaken or delay environmental protections for the Parties and their residents or impair other sovereign, quasi-sovereign and proprietary interests, as applicable, in connection with the ozone NAAQS. The Litigation has required and will continue to require the sharing of information, legal analysis, draft documents, draft administrative comments, draft briefs, draft court filings, correspondence and other privileged documents among the Parties. The Parties have previously agreed to hold confidential all of their oral and written communications regarding the Litigation and hereby reduce that agreement to writing. In so doing, the Parties intend that all prior written or oral communications remain confidential and subject to their common interest privilege and other applicable privileges and protections from disclosure. 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, as defined by this Agreement, among their governing boards, staff, management, consultants, experts, clients, and counsel, as applicable, will further their common objectives.



Both federal and state law provide for the sharing of confidential and/or privileged information<sup>1</sup> 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.

THEREFORE, the Parties to this Agreement agree as follows:

1. **Parties.** The Parties to this Agreement are the States of New York, California, Connecticut, Illinois, Maryland, Massachusetts, New Jersey, Pennsylvania, Rhode Island, Vermont, Washington, Wisconsin, and the City of New York. Pursuant to Paragraph 11 below, additional governmental entities, through their counsel, may join this agreement and become Parties 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 prosecuting the Litigation, which seeks to ensure EPA complies with the Clean Air Act with respect to the ozone NAAQS, and their prosecution of the Litigation presents common issues of fact and law that may arise in legal challenges before the United States District Courts and Courts of Appeal, including the United States Court of Appeals for the District of Columbia Circuit, and any other courts, including the United States Supreme Court. The Parties recognize that the sharing and disclosure of privileged and confidential information among them is essential in the Litigation. The purpose of this common interest agreement is to ensure that the privileged and/or confidential information shared will be used for developing an efficient joint prosecution of such litigation, including developing litigation strategy and the preparation of legal briefs, 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, data, 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

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<sup>1</sup> "Information," as used in this Agreement, is defined below.

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 coordinating comments on a notice of proposed rulemaking entitled “Review of the Ozone National Ambient Air Quality Standards,” Docket # EPA-HQ-OAR-2018-0279, signed on July 13, 2020 and published at 85 Fed. Reg. 49,830 (Aug. 14, 2020), and on subsequent notices and actions in this same or related rulemaking efforts, to be able to make legal arguments in any subsequent administrative and/or judicial proceedings related to any final actions regarding the ozone NAAQS, and includes but is 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); *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); *O’Boyle v. Borough of Longport*, 94 A.3d 299 (N.J. 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 inadvertent failure to include such a legend, including on documents or correspondence exchanged between Parties prior to the execution of this Agreement, 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 Litigation shall also be deemed confidential and protected under this Agreement.

6. **Confidentiality Statement.** The Parties agree to protect all Information exchanged among them regarding the Litigation, regardless of whether such 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 7 of this Agreement. Any inadvertent disclosure of Protected Information that is inconsistent with this Agreement shall not waive the confidentiality of such Protected Information. The privileges and other confidentiality protections covered by this Agreement are held jointly by the Parties; no Party is authorized unilaterally to waive any privilege or other confidentiality protection as to any confidential and/or privileged material provided by another Party(ies).

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 related to the Litigation. Protected Information may not be shared by a recipient with any non-party to this Agreement without prior written waiver by 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 (7) 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 one or more of the Parties 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 use its best efforts, as permitted by applicable law, to provide notice, at least five (5) business days prior to the date on which response to such a request is due, to all Parties to the 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. This Agreement shall not prohibit disclosure by a Party of any Confidential and/or privileged materials that originated with that Party or were independently obtained (*e.g.*, from a non-Party).

A Party preparing to disclose any Protected Information in response to a freedom of information or public records request shall, at the request of any other Party to this agreement to review the responsive Protected Information planned for release, provide electronic copies of the proposed responsive Protected Information, including any proposed redactions, before disclosure to any non-Party.

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 or non-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 two 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. **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, Extension and Withdrawal.** This Agreement shall terminate on January 1, 2025 unless extended. The Parties or any subset of the Parties may extend the Agreement by executing a letter memorializing their intention to extend the Agreement for an additional period. Prior to termination, any Party to this Agreement may withdraw upon prior written notice to all other Parties. In the event of either termination or withdrawal by a Party(ies), all of the Parties (*i.e.*, those that continue to be Parties, withdrew from this Agreement, or were Parties before the Agreement terminated) shall continue thereafter to be bound by this Agreement with regard to any Protected Information obtained at any time prior to such termination or withdrawal, and this Agreement shall continue to protect all Protected Information disclosed between the Parties. Upon withdrawal, a withdrawing Party will prospectively cease to be entitled to receive any Protected Information, and shall promptly destroy or return to the sender all Protected Information received after the withdrawal.

15. **Counterparts and Signatures.** This Agreement may be executed in counterparts. Ink signatures scanned and transmitted by facsimile or e-mail shall be considered and effective as originals. Electronic signatures in the form of "/s/" followed by the typed name of the authorized signatory shall also be considered and effective as originals.

16. **Non-disqualification 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 case that 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 joint effort as a reason to disqualify any other lawyer or law firm acting as counsel in any future legal proceedings involving the Litigation, consistent with the applicable Rules of Professional Conduct.

17. **Effective Date.** This Agreement becomes effective upon its execution by at least two Parties (including in counterparts and whether in a signature block or execution of the attached Addendum), and shall, once executed, supersede any prior confidentiality agreements among the Parties on the same subject. This Agreement becomes effective as to any additional party on the date such party executes the attached Addendum, in accordance with paragraph 11 *supra*. All of the Parties' communications with each other concerning the Litigation and all Protected Information exchanged prior to execution of this Agreement are fully subject to this Agreement.

It is so AGREED.

Dated: August 26, 2020

**FOR THE STATE OF NEW YORK**

LETITIA JAMES  
*Attorney General of New York*


By: /s/Claiborne E. Walthall  
Michael J. Myers  
*Senior Counsel*  
Claiborne E. Walthall  
*Assistant Attorney General*  
Environmental Protection Bureau  
New York State Office of the Attorney General  
The Capitol  
Albany, NY 12224  
(518) 776-2380  
claiborne.walthall@ag.ny.gov  
ogc@ag.ny.gov

Dated: August 19, 2020, 2020

**FOR THE STATE OF CALIFORNIA**


XAVIER BECERRA  
*Attorney General of California*

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

  
Corey M. Moffat  
*Deputy Attorney General*  
Office of the Attorney General  
455 Golden Gate, Suite 11000  
San Francisco, CA 94102-7004  
(415) 510-3787  
Corey.Moffat@doj.ca.gov

ELLEN M. PETER  
*Chief Counsel, California Air Resources Board*

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

  
1001 I St.  
Sacramento, CA 95814-2828  
(916) 323-9606  
ellen.peter@arb.ca.gov

Dated: \_\_\_\_\_, 2020

**FOR THE STATE OF CONNECTICUT**

WILLIAM TONG  
*Attorney General of Connecticut*

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

Jill Lacedonia  
*Assistant Attorney General*  
Connecticut Office of the Attorney General  
165 Capitol Avenue  
Hartford, CT 06106  
Phone: (860) 808-5250  
Email: Jill.Lacedonia@ct.gov

Dated: \_\_\_\_\_, 2020

**FOR THE STATE OF CALIFORNIA**

XAVIER BECERRA  
*Attorney General of California*

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

Corey M. Moffat  
*Deputy Attorney General*  
Office of the Attorney General  
455 Golden Gate, Suite 11000  
San Francisco, CA 94102-7004  
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ELLEN M. PETER  
*Chief Counsel, California Air Resources Board*

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

1001 I St.  
Sacramento, CA 95814-2828  
(916) 323-9606  
ellen.peter@arb.ca.gov

Dated: August 17, 2020

**FOR THE STATE OF CONNECTICUT**

WILLIAM TONG  
*Attorney General of Connecticut*

By:     /s/ Jill Lacedonia    

Jill Lacedonia  
*Assistant Attorney General*  
Connecticut Office of the Attorney General  
165 Capitol Avenue  
Hartford, CT 06106  
Phone: (860) 808-5250  
Email: Jill.Lacedonia@ct.gov

Dated: August 20, 2020

**FOR THE STATE OF ILLINOIS**

KWAME RAOUL  
*Attorney General of Illinois*

By: /s/ Daniel Rottenberg  
Daniel I. Rottenberg  
*Assistant Attorney General*  
Office of the Attorney General  
69 W. Washington St., Floor 18  
Chicago, Illinois 60602  
(312) 814-3816  
drottenberg@atg.state.il.us

Dated: \_\_\_\_\_, 2020

**FOR THE STATE OF MARYLAND**

BRIAN FROSH  
*Attorney General of Maryland*

By: \_\_\_\_\_  
Joshua M. Segal  
*Special Assistant Attorney General*  
Office of the Attorney General  
200 St. Paul Place  
Baltimore, MD 21202  
(410) 576-6446  
jsegal@oag.state.md.us

Dated: \_\_\_\_\_, 2020

**FOR THE COMMONWEALTH OF MASSACHUSETTS**

MAURA HEALEY  
*Attorney General of Massachusetts*

\_\_\_\_\_  
Carol Iancu  
*Assistant Attorney General*  
David S. Frankel  
*Special Assistant Attorney General*  
Environmental Protection Division  
One Ashburton Place, 18th Floor  
Boston, MA 02108  
(617) 963-2294  
carol.iancu@mass.gov  
david.frankel@mass.gov



Dated: \_\_\_\_\_, 2020

**FOR THE STATE OF ILLINOIS**

KWAME RAOUL  
*Attorney General of Illinois*

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

Daniel I. Rottenberg  
*Assistant Attorney General*  
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69 W. Washington St., Floor 18  
Chicago, Illinois 60602  
(312) 814-3816  
drottenberg@atg.state.il.us

Dated: August 21, 2020

**FOR THE STATE OF MARYLAND**

BRIAN FROSH  
*Attorney General of Maryland*

By: /s/ Joshua M. Segal

Joshua M. Segal  
*Special Assistant Attorney General*  
Office of the Attorney General  
200 St. Paul Place  
Baltimore, MD 21202  
(410) 576-6446  
jsegal@oag.state.md.us

Dated: \_\_\_\_\_, 2020

**FOR THE COMMONWEALTH OF MASSACHUSETTS**

MAURA HEALEY  
*Attorney General of Massachusetts*

\_\_\_\_\_  
Carol Iancu  
*Assistant Attorney General*  
David S. Frankel  
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Environmental Protection Division  
One Ashburton Place, 18th Floor  
Boston, MA 02108  
(617) 963-2294  
carol.iancu@mass.gov  
david.frankel@mass.gov

Dated: \_\_\_\_\_, 2020

**FOR THE STATE OF ILLINOIS**

KWAME RAOUL  
*Attorney General of Illinois*

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

Daniel I. Rottenberg  
*Assistant Attorney General*  
Office of the Attorney General  
69 W. Washington St., Floor 18  
Chicago, Illinois 60602  
(312) 814-3816  
drottenberg@atg.state.il.us

Dated: \_\_\_\_\_, 2020

**FOR THE STATE OF MARYLAND**

BRIAN FROSH  
*Attorney General of Maryland*

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

Joshua M. Segal  
*Special Assistant Attorney General*  
Office of the Attorney General  
200 St. Paul Place  
Baltimore, MD 21202  
(410) 576-6446  
jsegal@oag.state.md.us

Dated: August 14, 2020

**FOR THE COMMONWEALTH OF MASSACHUSETTS**

MAURA HEALEY  
*Attorney General of Massachusetts*



Carol Iancu  
*Assistant Attorney General*  
David S. Frankel  
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(617) 963-2294  
carol.iancu@mass.gov  
david.frankel@mass.gov

Dated: September 23, 2020

**FOR THE STATE OF NEW JERSEY**

GURBIR S. GREWAL

*Attorney General of New Jersey*

By: /s/ Robert J. Kinney

Robert J. Kinney

*Deputy Attorney General*

Environmental Enforcement &

Environmental Justice Section

R.J. Hughes Justice Complex

25 Market Street, P.O. Box 093

Trenton, New Jersey 08625

(609) 376-2789

Robert.Kinney@law.njoag.gov

Dated: \_\_\_\_\_, 2020

**FOR THE CITY OF NEW YORK**

JAMES E. JOHNSON

*Corporation Counsel of the*

*City of New York*

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

Nathan Taylor

New York City Law Department

100 Church Street, Rm 6-144

New York, NY 10007

(646) 940-0736 (m)

(212) 356-2315

NTaylor@law.nyc.gov

Dated: \_\_\_\_\_, 2020

**FOR THE STATE OF NEW JERSEY**

GURBIR S. GREWAL  
*Attorney General of New Jersey*

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

Robert J. Kinney  
*Deputy Attorney General*  
Environmental Enforcement &  
Environmental Justice Section  
R.J. Hughes Justice Complex  
25 Market Street, P.O. Box 093  
Trenton, New Jersey 08625  
(609) 376-2789  
Robert.Kinney@law.njoag.gov

Dated: \_\_\_Aug. 19\_, 2020

**FOR THE CITY OF NEW YORK**

JAMES E. JOHNSON  
*Corporation Counsel of the  
City of New York*

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

Nathan Taylor  
New York City Law Department  
100 Church Street, Rm 6-144  
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(212) 356-2315  
NTaylor@law.nyc.gov

Dated: August 20, 2020

**FOR THE COMMONWEALTH OF PENNSYLVANIA**

JOSH SHAPIRO  
*Attorney General of Pennsylvania*  
MICHAEL J. FISCHER  
*Chief Deputy Attorney General*

By: /s/ Ann R. Johnston  
Ann R. Johnston  
*Senior Deputy Attorney General*  
Pennsylvania Office of Attorney General  
Strawberry Square  
Harrisburg, Pennsylvania 17120  
(717)705-6938

Dated: \_\_\_\_\_, 2020

**FOR THE STATE OF RHODE ISLAND**

PETER F. NERONHA  
*Attorney General of Rhode Island*

By: \_\_\_\_\_  
Gregory S. Schultz  
Special Assistant Attorney General  
Office of the Attorney General  
150 South Main Street  
Providence, RI 02903  
(401) 274-4400  
gschultz@riag.ri.gov

Dated: \_\_\_\_\_, 2020

**FOR THE STATE OF VERMONT**

THOMAS J. DONOVAN, JR.  
*Attorney General of Vermont*

By: \_\_\_\_\_  
Nicholas F. Persampieri  
*Assistant Attorney General*  
Office of the Attorney General  
109 State Street  
Montpelier, VT 05609  
(802) 828-3171  
nick.persampieri@vermont.gov

Dated: \_\_\_\_\_, 2020

**FOR THE COMMONWEALTH OF PENNSYLVANIA**

JOSH SHAPIRO  
*Attorney General of Pennsylvania*  
MICHAEL J. FISCHER  
*Chief Deputy Attorney General*

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

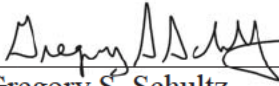
Ann R. Johnston  
*Senior Deputy Attorney General*  
Pennsylvania Office of Attorney General  
Strawberry Square  
Harrisburg, Pennsylvania 17120  
(717)705-6938

Dated: August 24, 2020

**FOR THE STATE OF RHODE ISLAND**

PETER F. NERONHA  
*Attorney General of Rhode Island*

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

  
Gregory S. Schultz  
Special Assistant Attorney General  
Office of the Attorney General  
150 South Main Street  
Providence, RI 02903  
(401) 274-4400  
gschultz@riag.ri.gov

Dated: \_\_\_\_\_, 2020

**FOR THE STATE OF VERMONT**

THOMAS J. DONOVAN, JR.  
*Attorney General of Vermont*

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

Nicholas F. Persampieri  
*Assistant Attorney General*  
Office of the Attorney General  
109 State Street  
Montpelier, VT 05609  
(802) 828-3171  
nick.persampieri@vermont.gov

Dated: \_\_\_\_\_, 2020

**FOR THE COMMONWEALTH OF PENNSYLVANIA**

JOSH SHAPIRO  
*Attorney General of Pennsylvania*  
MICHAEL J. FISCHER  
*Chief Deputy Attorney General*

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

Ann R. Johnston  
*Senior Deputy Attorney General*  
Pennsylvania Office of Attorney General  
Strawberry Square  
Harrisburg, Pennsylvania 17120  
(717)705-6938

Dated: \_\_\_\_\_, 2020

**FOR THE STATE OF RHODE ISLAND**

PETER F. NERONHA  
*Attorney General of Rhode Island*

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

Gregory S. Schultz  
Special Assistant Attorney General  
Office of the Attorney General  
150 South Main Street  
Providence, RI 02903  
(401) 274-4400  
gschultz@riag.ri.gov

Dated: August 14, \_\_\_\_\_, 2020

**FOR THE STATE OF VERMONT**

THOMAS J. DONOVAN, JR.  
*Attorney General of Vermont*

By: /s/ Nicholas F. Persampieri

Nicholas F. Persampieri  
*Assistant Attorney General*  
Office of the Attorney General  
109 State Street  
Montpelier, VT 05609  
(802) 828-3171  
nick.persampieri@vermont.gov

Dated: \_\_\_\_ August 24, 2020

**FOR THE STATE OF WASHINGTON**

ROBERT W. FERGUSON  
*Attorney General of the State of Washington*

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

EMILY C. NELSON  
Assistant Attorney General  
Office of the Attorney General  
P.O. Box 40117  
Olympia, Washington 98504  
Tel: (360) 586-4607  
emily.nelson@atg.wa.gov

Dated: \_\_\_\_\_, 2020

**FOR THE STATE OF WISCONSIN**

JOSHUA L. KAUL  
*Attorney General of Wisconsin*

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

Bradley J. Motl  
*Assistant Attorney General*  
Wisconsin Department of Justice  
P.O. Box 7857  
Madison, WI 53707-7857  
(608) 267-0505  
motlbj@doj.state.wi.us



Dated: \_\_\_\_\_, 2020

**FOR THE STATE OF WASHINGTON**

ROBERT W. FERGUSON  
*Attorney General of the State of Washington*

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

EMILY C. NELSON  
Assistant Attorney General  
Office of the Attorney General  
P.O. Box 40117  
Olympia, Washington 98504  
Tel: (360) 586-4607  
emily.nelson@atg.wa.gov

Dated: August 14, 2020

**FOR THE STATE OF WISCONSIN**

JOSHUA L. KAUL  
*Attorney General of Wisconsin*

By: /s/ Bradley J. Motl  
BRADLEY J. MOTL  
*Assistant Attorney General*  
Wisconsin Department of Justice  
P.O. Box 7857  
Madison, WI 53707-7857  
(608) 267-0505  
motlby@doj.state.wi.us

**ADDENDUM**

**COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION  
CONCERNING ANTICIPATED COMMENTS AND LITIGATION RELATING TO THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S OZONE NATIONAL  
AMBIENT AIR QUALITY STANDARDS**

The District of Columbia, by and through David S. Hoffmann, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the District of Columbia, 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: September 22, 2020

NAME OF PARTY: District of Columbia

By:   /s/ David S. Hoffmann

Name: David S. Hoffmann  
Title: Assistant Attorney General  
Address: 400 6th St. NW, Washington, D.C. 20001

## ADDENDUM

### COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION CONCERNING ANTICIPATED COMMENTS AND LITIGATION RELATING TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S OZONE NATIONAL AMBIENT AIR QUALITY STANDARDS

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

Now, therefore, counsel for the State of Oregon 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: September 22, 2020

State of Oregon

By:

/s/ Steve Novick

Steve Novick  
Special Assistant Attorney General  
Natural Resources Section  
General Counsel Division  
Oregon Department of Justice  
100 SW Market  
Portland, OR 97201  
Tel: 971-719-1377  
[Steve.Novick@doj.state.or.us](mailto:Steve.Novick@doj.state.or.us)

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**ADDENDUM**

**COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION  
CONCERNING ANTICIPATED COMMENTS AND LITIGATION RELATING TO THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S OZONE NATIONAL  
AMBIENT AIR QUALITY STANDARDS**

Attorney General Mark Herring  
The Commonwealth of Virginia, by and through ^, desires to become a Party to the  
attached Agreement.

Now, therefore, counsel for ^ the Commonwealth of Virginia,  
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: 12/22/2020

NAME OF PARTY:

By: C. G. O'Dwyer  
Name: Caitlin C. G. O'Dwyer  
Title: Assistant Attorney General  
Address: 202 N. 9th St, Richmond, VA 23219

**ADDENDUM**

**COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION  
CONCERNING ANTICIPATED COMMENTS AND LITIGATION RELATING TO THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S OZONE NATIONAL  
AMBIENT AIR QUALITY STANDARDS**

**The State of North Carolina**, by and through Attorney General Joshua H. Stein, 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 and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: January 11, 2021

NAME OF PARTY: State of North Carolina

By: /s/ Daniel S. Hirschman

Daniel S. Hirschman  
Senior Deputy Attorney  
North Carolina Department of Justice  
P.O. Box 629  
Raleigh NC 27602-0629  
(919) 716-6600  
dhirschman@ncdoj.gov

**ADDENDUM**

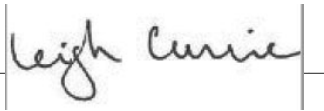
**COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION  
CONCERNING ANTICIPATED COMMENTS AND LITIGATION RELATING TO THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S OZONE NATIONAL  
AMBIENT AIR QUALITY STANDARDS**

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: \_\_January 14, 2021\_\_\_\_\_

NAME OF PARTY: State of Minnesota

By: 

Name: Leigh Currie

Title: Special Assistant Attorney General

Address: 445 Minnesota St., Suite 900  
Saint Paul, MN 55101

**ADDENDUM**

**COMMON INTEREST AGREEMENT REGARDING THE SHARING OF INFORMATION  
CONCERNING ANTICIPATED COMMENTS AND LITIGATION RELATING TO THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S OZONE NATIONAL  
AMBIENT AIR QUALITY STANDARDS**

\_\_\_\_\_, by and through \_\_\_\_\_, desires to become a Party to the attached Agreement.

Now, therefore, counsel for \_\_\_\_\_, 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: \_\_\_\_\_

NAME OF PARTY:

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

Name:

Title:

Address: