

PRIVILEGED & CONFIDENTIAL

COMMON INTEREST AGREEMENT

This Common Interest Agreement (“Agreement”), effective as of November 14, 2024, is by and between the undersigned, each referred to below as a “Party,” and referred to collectively as the “Parties.” The Parties have agreed that they have a common interest in developing potential litigation to challenge executive action related to ending or curtailing birthright citizenship (the “Common Interest Matter”).

The Parties wish to pursue their common interest while avoiding any waiver of the confidentiality of privileged materials. The Parties agree to share information, documents, and communications for the purpose of advancing their common interest, including but not limited to potentially filing complaints, dispositive motions, and briefs and commenting on draft filings, 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 each Party’s staff, management, consultants, experts, counsel, and all of their agents 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 Common Interest Matter. This document sets forth the agreement under which each Party and their respective staff, management, consultants, experts, counsel, and agents will manage and protect confidential and/or privileged information shared and exchanged regarding the Common Interest Matter.

Therefore, the Parties agree as follows:

1. **Parties.** The undersigned are Parties to this Agreement. Pursuant to Paragraph 10 below, additional Parties, through their counsel, may join this agreement and become Parties by executing the appropriate version of the attached Addendum, circulating a copy to all Parties. Existing Parties to this Agreement may object to the Addendum in writing or by email within five (5) days of circulation.
2. **Purpose.** The Parties share common interests and goals with respect to the Common Interest Matter, described above. The Parties recognize that the sharing and disclosure of privileged and confidential information among them is necessary. The purpose of this common interest agreement is to ensure that any privileged and/or confidential information shared will be used in pre-suit investigation(s), development of a potential future litigation strategy, preparing complaints, dispositive motions, merits briefs, amicus briefs, and any other documents regarding the Common Interest Matter, 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

¹ “Confidential and/or privileged information,” as used in this Agreement, is defined below.

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confidentiality attached to these communications and documents shall be preserved and not waived. For purposes of disclosure, a Party's staff, management, consultants, experts, counsel, and all of their agents are not third parties.

3. **“Confidential and/or privileged information,”** also referred to herein as **“Protected Information,”** is information, whether oral or written, provided by or exchanged between the Parties, including, but not limited to, documents, materials, information, and communications exchanged among the Parties' staff, management, consultants, experts, counsel, and/or agents, 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, and deliberative process protections. “Protected Information” shall include information provided by or exchanged between the Parties prior to the execution of this agreement pursuant to the Common Interest Doctrine.

4. To avoid misunderstandings or inadvertent disclosure, all documents exchanged pursuant to this agreement may, but are not required to, bear the legend **“Confidential – Protected by Common Interest Privilege”** or words to that effect. 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 Common Interest Matter.

5. **Non-Disclosure.** The Parties agree to protect all communications and documents exchanged among them related to the Common Interest Matter, regardless of whether such communications or document exchanges occurred before or after the effective date of this Agreement, as confidential and privileged to the 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 . Neither the existence of this Agreement nor the exchange of Protected Information shall constitute a waiver of the attorney-client privilege, the work product doctrine, or any applicable privilege or protection in any dispute between any of the Parties. Protected Information (1) shall only be released, disclosed, discussed or made available to or with Parties to this Agreement, and the Parties' staff, management, consultants, experts, counsel, and agents; and (2) shall not be used for any purpose other than to further the Parties' common interests described herein, except as provided in paragraphs 6 and 7 *infra*, or unless otherwise publicly available.

Any inadvertent disclosure of any Protected Information by any Party or a Party's staff, management, consultants, experts, counsel, or agents shall not constitute a waiver of any privilege or this Agreement. Any Party or a Party's staff, management, consultants, experts, counsel, or agents that inadvertently disclose any Protected Information shall immediately: (a) advise the other Parties; and (b) request in writing the return of the Protected Information inadvertently disclosed.

6. **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

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regarding the Common Interest Matter. 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 of information: (i) required by applicable law or court order, and not otherwise covered by paragraph 7, *infra*, concerning Requests for Release and/or Disclosure; or (ii) to employees and agents of any state agency of a state whose Attorney General has become a Party, solely to facilitate the provision or implementation of legal services related to this Agreement. If the relevant Party determines that disclosure is required by applicable law and not otherwise covered by paragraph 7, *infra*, then it agrees to use its best efforts, as permitted by applicable law, to provide notice at least five (5) calendar days in advance, to all Parties to this Agreement prior to disclosure.

7. **Requests for Release and/or Disclosure.** The Parties agree and acknowledge that each Party may be 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 that the receiving party believes will require it 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) calendar 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.

8. **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 Common Interest Matter.

9. **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 except as otherwise provided by state sovereign immunity. No Party shall be subject to any claim for damages as a result of a breach of this Agreement.

10. **Modification.** It is agreed that any modification to this Agreement shall be in writing and signed by all Parties. The inclusion of additional states 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 (including by email) of its objection within five (5) business days of receipt of notice of the prospective party's

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execution of such Addendum, the execution of the Addendum by the prospective party shall be considered an amendment requiring the signature of all Parties in order to become effective.

11. **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, except as otherwise provided in a Party's specific state law.

12. **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 in accordance with applicable records retention policies.

13. **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 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 Common Interest Matter, consistent with applicable Rules of Professional Conduct.

14. **Counterparts.** This Agreement may be executed in counterparts, including electronically, 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.

15. **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.

16. **Effective Date.** This Agreement becomes effective upon its execution by at least two Parties (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. It may be executed in counterparts, each of which shall be deemed an original for all purposes. All of the Parties' communications with each other concerning the Common Interest Matter made prior to execution of this Agreement are fully subject to this Agreement. All additional parties added pursuant to Paragraph 10, *supra*, shall be effective on the 6th day after execution.

17. **Successors and Assigns.** This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and assigns.

18. **Substitution of Parties or Counsel.** This Agreement shall automatically apply to substitute, additional, or associated counsel who may appear on behalf of a Party. This Agreement shall not be subject to abrogation by any heir, assign, or other successor in interest to any Party hereto. Nor shall such heir, assign, or successor in interest waive any privilege or doctrine with regard to information shared pursuant to this Agreement by, or among, the

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undersigned counsel and their respective clients. There are no third-party beneficiaries of this agreement.

19. **Notification.** All notices, in writing or by e-mail, shall be to the signed Parties and/or their designee(s).

It is so AGREED.

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Dated: 11/12/24

Daniel C. Batt Chief Deputy
in ^{his} official capacity as Attorney General of
Arizona

By: D.C. Batt
Name: Daniel C. Batt
Email: Daniel.Batt@azag.gov
Address: 2005 N. Central Ave
Phoenix, AZ 85004

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Dated: 11/12/2024

Rob Bonta,
in my official capacity as Attorney General of
California

By: **Rob Bonta** Digitally signed by Rob Bonta
Date: 2024.11.12 10:19:31
-08'00'

Name: Rob Bonta

Email: Rob.Bonta@doj.ca.gov

Address: 1300 I Street

Sacramento, CA 95814

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Dated: 11/12/2024

Colorado Attorney General Philip J. Weiser,
in his official capacity as Attorney General of
the State of Colorado

Natalie
By: **HanlonLeh**

Digitally signed by Natalie
HanlonLeh
Date: 2024.11.12 12:39:55 -07'00'

Name: Natalie Hanlon Leh, Chief Deputy Attorney General

Email: natalie.hanlonleh@coag.gov

Address: Colorado Department of Law


1300 Broadway, 10th Floor

Denver, Colorado 80203

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Dated: November 12, 2024

WILLIAM TONG
in his official capacity as Attorney General of
Connecticut

By: 
Michael K. Skold
Deputy Solicitor General
Michael.skold@ct.gov
165 Capitol Ave
Hartford, CT 06106

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Dated: November 12, 2024

_____,
in ___ official capacity as Attorney General of
the District of Columbia

By: **Brian L. Schwalb** Digitally signed by Brian L.
Schwalb
Date: 2024.11.12 16:53:40 -05'00'

Name: Brian L. Schwalb

Email: brian.schwalb@dc.gov

Address: 400 6th Street, NW

Washington, DC 20001

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Dated: 11/12/2024

/s/ Kathleen Jennings,
in her official capacity as Attorney General of
the State of Delaware

By: /s/ Vanessa L. Kassab
Name: Vanessa L. Kassab,
Deputy Attorney General
Email: vanessa.kassab@delaware.gov
Address: 820 N. French St.,
Wilmington, DE 19801

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Dated: Nov 12, 2024

ANNE E. LOPEZ,
in her official capacity as Attorney General of
the State of Hawaii

By: *Anne E. Lopez*
Name: Anne E. Lopez
Email: anne.e.lopez@hawaii.gov
Address: 425 Queen Street
Honolulu, HI 96813

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Dated: November 8, 2024

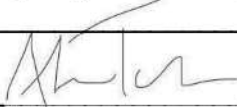
Kwame Raoul,
in his official capacity as Attorney General of
Illinois

By: _____
Name: Brent D. Stratton, Chief Deputy Attorney General
Email: brent.stratton@ilag.gov
Address: 115 S. LaSalle St.
Chicago, IL 60603

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Dated: 11/12/24

Andrea Joy Campbell,
in her official capacity as Attorney General of
Massachusetts

By: 
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Address: 1 Ashburton Place, 20th floor
Boston, MA 02108

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Dated: 11/12/2024

Anthony G. Brown, in his official capacity as
Attorney General of Maryland

By: */s/ Robert A. Scott*

Name: Robert A. Scott, Assistant Attorney
General

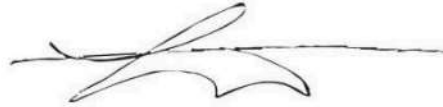
Email: rscott@oag.state.md.us

Address: 200 St. Paul Place, 20th Floor
Baltimore, Maryland 21202

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Dated: 11/14/2024

Dana Nessel,
in her official capacity as Attorney General of
Michigan

A handwritten signature in black ink, appearing to read 'Linus Banghart-Linn', is written over a horizontal line.

By: Linus Banghart-Linn
Chief Legal Counsel
Michigan Department of Attorney General
P.O. Box 30217
Lansing, MI 48909
(517) 281-6677
Banghart-LinnL@michigan.gov

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Dated: 11/12/2024

Keith Ellison,
in his official capacity as Attorney General of
the State of Minnesota

By:  _____

Name: Liz Kramer
Solicitor General
Office of the Minnesota Attorney General
(651) 757-1010
Email: liz.kramer@ag.state.mn.us
Address: 445 Minnesota St., Ste. 600,
St. Paul, MN 55101

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Dated: 11/12/2024

MATTHEW J. PLATKIN,
in HIS official capacity as Attorney General of
NEW JERSEY

By: **Angela Cai** Digitally signed by Angela Cai
Date: 2024.11.12 14:59:11
-05'00'

Name: Angela Cai, Executive Assistant Attorney General
Email: angela.cai@njoag.gov
Address: 25 Market St, PO Box 080
Trenton, NJ 08625

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Dated: November 12, 2024

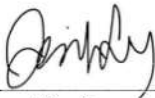
AARON D. FORD,
in his official capacity as Attorney General of
STATE OF NEVADA

By: /s/ Heidi Parry Stern
Heidi Parry Stern
Solicitor General
Office of the Nevada Attorney General
555 E. Washington Ave., Ste. 3900
Las Vegas, NV 89101
HStern@ag.nv.gov

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Dated: 11/12/2024

Letitia James,
in her official capacity as Attorney General of
the State of New York

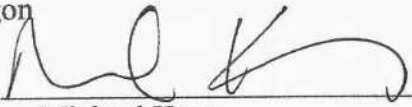
By:  _____

Name: Jennifer Levy
First Deputy Attorney General
New York State Office of the Attorney
General
(347) 835-0516
Email: Jennifer.Levy@ag.ny.gov
Address: 28 Liberty St., NY, NY 10005

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Dated: November 8, 2024

Ellen F. Rosenblum,
in her official capacity as Attorney General of
Oregon

By:  _____

Name: Michael Kron

Email: michael.c.kron@doj.oregon.gov

Address: 1162 Court St. NE, Salem, OR
97301

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Dated: November 12, 2024

Peter F. Neronha,

in his official capacity as Attorney General of
the State of Rhode Island

By: */s/ Keith D. Hoffmann*

Name: Keith D. Hoffmann

Email: khoffmann@riag.ri.gov

Address: Rhode Island Office of the Attorney
General


150 South Main Street

Providence, Rhode Island 02903

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Dated: 11/12/2024

Charity R. Clark
in her official capacity as Attorney General of
the State of Vermont

By: 

Name: Jonathan T. Rose, Solicitor General

Email: jonathan.rose@vermont.gov

Address: _____

109 State Street

Montpelier, VT 05609

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Dated: 11/12/2024

Robert Ferguson,
in his official capacity as Attorney General of
Washington

Rupert, Jeffrey
By: (ATG)

Digitally signed by Rupert, Jeffrey
(ATG)
Date: 2024.11.12 08:45:20 -08'00'

Name: Jeffrey Rupert

Email: Jeffrey.Rupert@atg.wa.gov

Address: 800 Fifth Ave., Suite 2000

Seattle, WA 98104

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Dated: 11/13/2024

RAÚL TORREZ,
in his official capacity as Attorney General of
New Mexico



By: _____

Name: RAÚL TORREZ


Email: _____

Address: New Mexico Department of Justice 408 Galisteo Street Santa Fe, NM 87501
408 Galisteo Street Santa Fe, NM 87501

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Dated: 11/19/2024


Joshua L. Kaul,
in his official capacity as Attorney General of
Wisconsin

By: 
Name: Nate Zolik, Senior Counsel
Email: zoliknj@doj.state.wi.us
Address: _____
17 W. Main Street
Madison, WI 53703

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Dated: 11/26/2024

Aaron M. Frey,
in his official capacity as Attorney General of
the State of Maine

By: 

Name: Christopher C. Taub
Chief Deputy Attorney General
Maine Office of the Attorney General
6 State House Station
Augusta, Maine 04333
(207) 626-8585
Email: Christopher.C.Taub@maine.gov

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Dated: 1/6/2025

Jeff Jackson,
in his official capacity as Attorney General of
North Carolina

Daniel P.
By: **Mosteller**

Digitally signed by Daniel P.
Mosteller
Date: 2025.01.06 13:16:34 -05'00'

Name: Daniel P. Mosteller, Associate Deputy AG

Email: dmosteller@ncdoj.gov

Address: _____

114 W. Edenton Street

Raleigh, NC 27603

**ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON
INTEREST AGREEMENT**

City and County of San Francisco, by and through City Attorney David Chiu, desires to become a Party to the attached Agreement.

Now, therefore, counsel for City and County of San Francisco, agrees to the terms of the Agreement (including Paragraph 10 thereof concerning modifications thereof) and agrees to deliver a copy of this executed Addendum to all Parties to the Agreement within five business days. Circulation of an electronic copy of the executed Addendum by e-mail to all known Parties to the Agreement shall satisfy this requirement.

DATED: 1/20/25

NAME OF PARTY: City and County of San Francisco

By: 

Name: Mollie Lee

Title: Chief of Strategic Advocacy