

IN THE MATTER OF THE JOINT INVESTIGATION & LITIGATION REGARDING CERTAIN PRACTICES RELATING TO DOGE

COMMON INTEREST AGREEMENT

This Common Interest Agreement ("Agreement") is made and entered into by and between the New Mexico Department of Justice, American Oversight, Motley Rice, and Patterson Bellknap (the "Parties"). The Parties have agreed that they have a common interest in developing legal strategies to challenge the creation and actions of the Department of Government Efficiency ("DOGE") and a common interest in existing or future investigative, regulatory, administrative, and judicial actions or inactions, including but not limited to any administrative or judicial proceedings related to or arising from those legal strategies ("Matters of Common Interest").

The Parties wish to communicate with one another on the Matters of Common Interest and to share documents, mental impressions, strategies, and other information or materials regarding the Matters of Common Interest ("Shared Information") without waiving confidentiality of privileged materials. Accordingly, the Parties agree to exchange Shared 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 each Party's staff, management, consultants, experts, counsel, and all of their agents will further their common objectives.

Accordingly, the Parties agree that such Privileges shall be maintained according to the terms as set forth as follows:

1. **Purpose.** The Parties share common interests and goals with respect to the Matter of Common Interest, 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 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.
2. **Protection of Communications.** Any communication or exchange of Shared Information, whether by written, oral, electronic, or any other form is a "Confidential Communication," and is not intended to waive, and shall not be deemed to be a waiver of, any claim of Privilege with respect to such Confidential Communication. All Confidential Communications shall be protected by all Privileges to the fullest extent permitted by law.
3. **Nondisclosure.** Confidential Communications shall only be disclosed to: 1) Parties to this

Agreement; 2) employees or agents of the Parties, including experts or expert witnesses; 3) government officials involved with the enforcement of antitrust or consumer protection laws who have agreed in writing to abide by the confidentiality restrictions of this Agreement; 4) other persons, provided that all Parties consent in advance; and 5) other persons as provided in paragraph 3.

Nothing in this Agreement prevents a Party from using the Shared Information for law enforcement purposes, including presentation at pre-trial and trial-related proceedings, to the extent that such presentation does not (i) conflict with other agreements that the Party has entered into, (ii) interfere with the preservation of the Privileges, or (iii) conflict with court orders and applicable law.

4. **Notice of Potential Disclosure.** If any Confidential Communication is subject to any form of compulsory process in any proceeding or is demanded under a public records law ("Request"), the Party receiving the Request shall: 1) immediately notify all other Parties (or their designees) in writing so that any notified Party may take such action as it deems appropriate to preserve and assert all applicable Privileges; 2) cooperate with any Party responding to the Request; and 3) to the fullest extent possible under applicable law, and, if requested, return any such Confidential Communication to the Party that made the communication or otherwise refrain from disclosing such Communication pending a determination regarding disclosure by a court or other tribunal of competent jurisdiction.
5. **Inadvertent Disclosure.** If, notwithstanding the provisions of this Agreement, a Party discloses a Confidential Communication to a person not entitled to receive such Confidential Communication under this Agreement, said disclosure shall be deemed to be inadvertent and unintentional and shall not be construed as a waiver of any Party's right under law or this Agreement. Any Party may seek additional relief as may be authorized by law.
6. **Related Litigation.** The commencement of an action or proceeding arising out of Matters of Common Interest by any Party to this Agreement shall not terminate or relieve that Party of any obligation under this Agreement.
7. **Parties to the Agreement and Execution.** All potential Parties must sign Exhibit A for their participation to become effective. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes.
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 matters covered by this Agreement.
9. **Withdrawal.** A Party may withdraw from this Agreement upon thirty (30) days written

notice to all other Parties. Withdrawal shall not terminate or relieve the withdrawing Party of any obligation under this Agreement regarding Confidential. Communications received by the withdrawing Party before the effective date of the withdrawal.

10. **Entire Agreement.** This Agreement memorializes and contains the States' entire agreement and no statements, promises, or inducements made by any State that are not contained herein shall be valid or binding.
11. **Modification.** This writing is the complete Agreement between the parties, and any modifications must be approved in writing by all Parties.

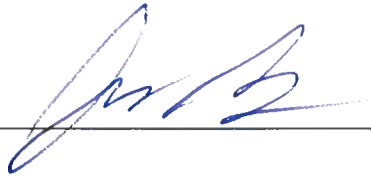
**IN THE MATTER OF THE MULTISTATE INVESTIGATION
AND LITIGATION RELATING TO DOGE**

COMMON INTEREST AGREEMENT

EXHIBIT A

I, James Grayson, have read the attached Agreement, understand the terms of the Agreement, and agree to be bound by those terms. I agree that all Confidential Communications, whether communicated before or after the placement of my signature on this document, are covered by this Agreement.

Signature: _____



Date: _____

2/5/25

Name: James Grayson

Title: Chief Deputy Attorney General

Employer: New Mexico Department of Justice

Address: P.O. Drawer 1508

City/State/Zip: Santa Fe, NM 87504-1508

Email: jgrayson@nmdoj.gov

Phone: (505) 218-0850

**IN THE MATTER OF THE MULTISTATE INVESTIGATION
AND LITIGATION RELATING TO DOGE
COMMON INTEREST AGREEMENT**

EXHIBIT A

I, LINDA SINGER, have read the attached Agreement, understand the terms of the Agreement, and agree to be bound by those terms. I agree that all Confidential Communications, whether communicated before or after the placement of my signature on this document, are covered by this Agreement.

Signature:  Date: 2/6/2025

Name: LINDA SINGER

Title: ATTORNEY AT LAW

Employer: MOTLEY RICE LLC

Address: 401 9TH STREET NW SUITE 630

City / State/ Zip: WASHINGTON DC, 20004

Email: LSINGER@MOTLEYRICE.COM

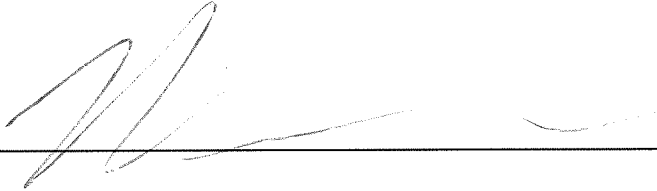
Phone: 202-386-9626

**IN THE MATTER OF THE MULTISTATE INVESTIGATION
AND LITIGATION RELATING TO DOGE**

COMMON INTEREST AGREEMENT

EXHIBIT A

I, Harry Sandick, have read the attached Agreement, understand the terms of the Agreement, and agree to be bound by those terms. I agree that all Confidential Communications, whether communicated before or after the placement of my signature on this document, are covered by this Agreement.

Signature:  _____ Date: 2/6/2025

Name: Harry Sandick

Title: Partner

Employer: Patterson Belknap Webb & Tyler LLP

Address: 1133 Avenue of the Americas

City/ State/ Zip: New York, NY 10036-6710

Email: hsandick@pbwt.com

Phone: (212) 336-2723

**IN THE MATTER OF THE MULTISTATE INVESTIGATION
AND LITIGATION RELATING TO DOGE
COMMON INTEREST AGREEMENT**

EXHIBIT A

I, Melanie Sloan, have read the attached Agreement, understand the terms of the Agreement, and agree to be bound by those terms. I agree that all Confidential Communications, whether communicated before or after the placement of my signature on this document, are covered by this Agreement.

Signature: *Melanie Sloan* Date: 02/06/2025

Name: Melanie Sloan

Title: Senior Advisor

Employer: American Oversight

Address: 1030 15th St NW

City / State/ Zip: Washington, DC 20005

Email: msloan@americanoversight.org

Phone: 202-365-0606

IN THE MATTER OF THE INVESTIGATION & LITIGATION REGARDING CERTAIN PRACTICES RELATING TO DOGE

COMMON INTEREST AGREEMENT

This Common Interest Agreement ("Agreement") is made and entered into by and between the States of New Mexico, Arizona, Michigan, California, Connecticut, Hawai'i, Maryland, Massachusetts, Minnesota, Nevada, Oregon, Rhode Island, Vermont, and Washington and State Democracy Defenders Fund (the "Parties"). The Parties have agreed that they have a common interest in developing legal strategies to challenge the creation and actions of the Department of Government Efficiency ("DOGE") and the actions of Elon Musk as a special government employee and a common interest in existing or future investigative, regulatory, administrative, and judicial actions or inactions, including but not limited to any administrative or judicial proceedings related to or arising from those legal strategies ("Matters of Common Interest").

The Parties wish to communicate with one another on the Matters of Common Interest and to share documents, mental impressions, strategies, and other information or materials regarding the Matters of Common Interest ("Shared Information") without waiving confidentiality of privileged materials. Accordingly, the Parties agree to exchange Shared 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 each Party's staff, management, consultants, experts, counsel, and all of their agents will further their common objectives.

Accordingly, the Parties agree that such Privileges shall be maintained according to the terms as set forth as follows:

1. **Purpose.** The Parties share common interests and goals with respect to the Matters of Common Interest, 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 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.
2. **Protection of Communications.** Any communication or exchange of Shared Information, whether by written, oral, electronic, or any other form is a "Confidential Communication," and is not intended to waive, and shall not be deemed to be a waiver of, any claim of Privilege with respect to such Confidential Communication. All Confidential Communications shall be protected by all Privileges to the fullest extent permitted by law.
3. **Nondisclosure.** Confidential Communications shall only be disclosed to: 1) Parties to this

Agreement; 2) employees or agents of the Parties, including experts or expert witnesses; and 3) other persons, provided that all Parties consent in advance.

Nothing in this Agreement prevents a Party from using the Shared Information for law enforcement purposes, including presentation at pre-trial and trial-related proceedings, to the extent that such presentation does not (i) conflict with other agreements that the Party has entered into, (ii) interfere with the preservation of the Privileges, or (iii) conflict with court orders and applicable law.

4. **Notice of Potential Disclosure.** If any Confidential Communication is subject to any form of compulsory process in any proceeding or is demanded under a public records law ("Request"), the Party receiving the Request shall: 1) immediately notify all other Parties (or their designees) in writing so that any notified Party may take such action as it deems appropriate to preserve and assert all applicable Privileges; 2) cooperate with any Party responding to the Request; and 3) to the fullest extent possible under applicable law, and, if requested, return any such Confidential Communication to the Party that made the communication or otherwise refrain from disclosing such Communication pending a determination regarding disclosure by a court or other tribunal of competent jurisdiction.
5. **Inadvertent Disclosure.** If, notwithstanding the provisions of this Agreement, a Party discloses a Confidential Communication to a person not entitled to receive such Confidential Communication under this Agreement, said disclosure shall be deemed to be inadvertent and unintentional and shall not be construed as a waiver of any Party's right under law or this Agreement. Any Party may seek additional relief as may be authorized by law.
6. **Related Litigation.** The commencement of an action or proceeding arising out of Matters of Common Interest by any Party to this Agreement shall not terminate or relieve that Party of any obligation under this Agreement.
7. **Parties to the Agreement and Execution.** All potential Parties must sign Exhibit A for their participation to become effective. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes.
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 matters covered by this Agreement.
9. **Withdrawal.** A Party may withdraw from this Agreement upon thirty (30) days written notice to all other Parties. Withdrawal shall not terminate or relieve the withdrawing Party of any obligation under this Agreement regarding Confidential Communications

received by the withdrawing Party before the effective date of the withdrawal.

10. **Entire Agreement.** This Agreement memorializes and contains the States' entire agreement and no statements, promises, or inducements made by any State that are not contained herein shall be valid or binding.
11. **Modification.** This writing is the complete Agreement between the parties, and any modifications must be approved in writing by all Parties.
12. **Additional Parties.** With the written consent of all Parties, additional parties may be added to this agreement.

**IN THE MATTER OF THE MULTISTATE INVESTIGATION
AND LITIGATION RELATING TO DOGE
COMMON INTEREST AGREEMENT**

EXHIBIT A

I, James W. Grayson, have read the attached Agreement, understand the terms of the Agreement, and agree to be bound by those terms. I agree that all Confidential Communications, whether communicated before or after the placement of my signature on this document, are covered by this Agreement.

Signature:  Date: 2/18/2025

Name: James W. Grayson

Title: Chief Deputy Attorney General

Employer: New Mexico Department of Justice

Address: 408 Galisteo Street

City/State/Zip: Santa Fe, New Mexico 87501

Email: jgrayson@nmdoj.gov

Phone: 505-218-0850

**IN THE MATTER OF THE MULTISTATE INVESTIGATION
AND LITIGATION RELATING TO DOGE
COMMON INTEREST AGREEMENT**

EXHIBIT A

I, Jason Evans, have read the attached Agreement, understand the terms of the Agreement, and agree to be bound by those terms. I agree that all Confidential Communications, whether communicated before or after the placement of my signature on this document, are covered by this Agreement.

Signature:  _____ Date: 2-18-2025

Name: Jason Evans

Title: Division Chief

Employer: Michigan Department of Attorney General

Address: 525 W. Ottawa Street, P.O. Box 30212

City/State/Zip: Lansing, Michigan, 48909

Email: evansj@michigan.gov

Phone: 517-335-7632

**IN THE MATTER OF THE MULTISTATE INVESTIGATION
AND LITIGATION RELATING TO DOGE
COMMON INTEREST AGREEMENT**

EXHIBIT A

I, Kelsey E. Endres, have read the attached Agreement, understand the terms of the Agreement, and agree to be bound by those terms. I agree that all Confidential Communications, whether communicated before or after the placement of my signature on this document, are covered by this Agreement.

Signature: *Kelsey E. Endres* Date: 2/18/2025

Name: Kelsey E. Endres

Title: Assistant Attorney General

Employer: State of Washington Office of the Attorney General

Address: 800 Fifth Avenue, Suite 2000

City/State/Zip: Seattle, WA 98104

Email: Kelsey.Endres@atg.wa.gov

Phone: (206) 521-3219

**IN THE MATTER OF THE MULTISTATE INVESTIGATION
AND LITIGATION RELATING TO DOGE
COMMON INTEREST AGREEMENT**

EXHIBIT A

I, Tianna J. Mays, have read the attached Agreement, understand the terms of the Agreement, and agree to be bound by those terms. I agree that all Confidential Communications, whether communicated before or after the placement of my signature on this document, are covered by this Agreement.

Signature:  _____ Date: 2/18/2025

Name: Tianna J. Mays

Title: Legal Director

Employer: State Democracy Defenders Fund

Address: 600 Pennsylvania Avenue SE #15180

City/State/Zip: Washington, DC 20003

Email: tianna@statedemocracydefenders.org

Phone: 301-232-4649

**IN THE MATTER OF THE MULTISTATE INVESTIGATION
AND LITIGATION RELATING TO DOGE
COMMON INTEREST AGREEMENT**

EXHIBIT A

I, Liz Kramer, have read the attached Agreement, understand the terms of the Agreement, and agree to be bound by those terms. I agree that all Confidential Communications, whether communicated before or after the placement of my signature on this document, are covered by this Agreement.

Signature:  Date: February 18, 2025

Name: Liz Kramer

Title: Solicitor General

Employer: Office of Minnesota Attorney General

Address: 445 Minnesota St., Ste. 600

City/State/Zip: St. Paul, MN 55101

Email: liz.kramer@ag.state.mn.us

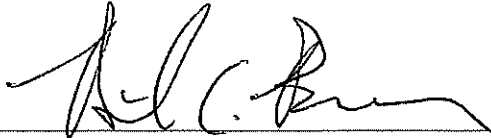
Phone: (Office) (651) 757-1010; (Work Cell) (651) 238-8559

IN THE MATTER OF THE MULTISTATE INVESTIGATION
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COMMON INTEREST AGREEMENT

EXHIBIT A

I, Daniel C. Barr, have read the attached Agreement, understand the terms of the Agreement, and agree to be bound by those terms. I agree that all Confidential Communications, whether communicated before or after the placement of my signature on this document, are covered by this Agreement.

Signature:  Date: 2/18/25

Name: Daniel Barr
Title: Chief Deputy
Employer: Arizona Attorney General's Office
Address: 2005 N. Central Ave.
City/State/Zip: Phoenix, Arizona 85004
Email: Daniel.Barr@AZAG.gov
Phone: 602-542-8080

**IN THE MATTER OF THE MULTISTATE INVESTIGATION
AND LITIGATION RELATING TO DOGE
COMMON INTEREST AGREEMENT**

EXHIBIT A

I, Dustin Buehler (on behalf of AG Rayfield and the Oregon Department of Justice), have read the attached Agreement, understand the terms of the Agreement, and agree to be bound by those terms. I agree that all Confidential Communications, whether communicated before or after the placement of my signature on this document, are covered by this Agreement.

Signature:  Date: 2/21/2025

Name: Dustin Buehler
Title: Special Counsel
Employer: Office of Attorney General Dan Rayfield
Address: 1162 Court St. NE
City/State/Zip: Salem, OR 97301
Email: dustin.buehler@doj.oregon.gov
Phone: 503-378-6002

**IN THE MATTER OF THE MULTISTATE INVESTIGATION
AND LITIGATION RELATING TO DOGE
COMMON INTEREST AGREEMENT**

EXHIBIT A

I, Jeff Kidd, as counsel for the State of Rhode Island, have read the attached Agreement, understand the terms of the Agreement, and agree to be bound by those terms. I agree that all Confidential Communications, whether communicated before or after the placement of my signature on this document, are covered by this Agreement.

Signature: /s/ Jeff Kidd Date: 2/21/25

Name: Jeff Kidd (R.I. Bar No. 10416)
Title: Special Assistant Attorney General
Employer: Rhode Island Office of the Attorney General
Address: 150 South Main Street
City/State/Zip: Providence, RI 02903
Email: jkidd@riag.ri.gov
Phone: (401) 274-4400, ext. 2225

**IN THE MATTER OF THE MULTISTATE INVESTIGATION
AND LITIGATION RELATING TO DOGE**

COMMON INTEREST AGREEMENT

EXHIBIT A

I, James Grayson, have read the attached Agreement, understand the terms of the Agreement, and agree to be bound by those terms. I agree that all Confidential Communications, whether communicated before or after the placement of my signature on this document, are covered by this Agreement.

Signature: _____



Date: _____

2/5/25

Name: James Grayson

Title: Chief Deputy Attorney General

Employer: New Mexico Department of Justice

Address: P.O. Drawer 1508

City/State/Zip: Santa Fe, NM 87504-1508

Email: jgrayson@nmdoj.gov

Phone: (505) 218-0850