

COMMON INTEREST, JOINT PROSECUTION AND CONFIDENTIALITY
AGREEMENT REGARDING COASTAL LITIGATION UNDER THE STATE AND
LOCAL COASTAL RESOURCES MANAGEMENT ACT

WHEREAS, the undersigned have a joint and common interest in establishing liability and recovering damages, costs, and other appropriate relief from those parties and/or other entities who may be legally responsible for coastal land loss and damage in Louisiana's coastal parishes; and

WHEREAS, the Attorney General is the chief legal officer of the State of Louisiana pursuant to Article IV, Sec. 8 of the Louisiana Constitution, and in order to assert or protect any right or interest of the State, he has the authority to institute, prosecute, and intervene in, any civil action or proceeding on behalf of the State, including proceedings authorized by La. R.S. 49:214.36; and

WHEREAS, under Article IX, Sec. 1 of the Louisiana Constitution (the "Public Trust Doctrine"), "[t]he natural resources of the state, including air and water, and the healthful, scenic, historic, and esthetic quality of the environment shall be protected, conserved, and replenished insofar as possible and consistent with the health, safety, and welfare of the people,"; and

WHEREAS, the State and Local Coastal Resources Management Act of 1978 (La. R.S. 49:214.21 *et seq*) (hereinafter "SLCRMA") was enacted to protect and preserve the resources, land and waters of the Louisiana coastal zone; and

WHEREAS, the Attorney General, and the Governor, through the Secretary of the Louisiana Department of Natural Resources ("LDNR"), coastal parishes with approved coastal programs, and appropriate district attorneys, have the authority under La. R. S. 49:214.36 (D) to

Exhibit B

bring actions for damages and other relief for violations of coastal use permits or for the failure to obtain a coastal use permit when required; and

WHEREAS, pursuant to La. Const. Article IV, Sec. 5 of the Louisiana Constitution, the Governor is the chief executive officer of the State and is responsible for supporting the Constitution and laws of the State, and shall ensure the laws are faithfully executed; and

WHEREAS, Attorney General, the Governor through the Secretary of LDNR, and the coastal parish signatories and district attorney signatories to this Agreement wish to coordinate with regard to the prosecution of their respective claims for damages and other relief under SLCRMA; and

WHEREAS, the undersigned have a joint and common interest in protecting their work product and communications with each other; and

WHEREAS, the undersigned have a joint and common interest in maintaining any and all privileges, immunities, exceptions or protections against the disclosure or discovery of attorney work product and expert or consultant work product; and

WHEREAS, the undersigned believe the information gathered and exchanged under the provisions of this Agreement is protected by all available privileges, including, but not limited to, the common interest privilege articulated in Louisiana Code of Evidence article 506(B)(3), but, in an abundance of caution, enter into this Agreement, and

WHEREAS, the undersigned have a joint and common interest in coordinating settlement discussions with the defendants regarding claims under SLCRMA, and the undersigned believe that it is in the best interest of the State, the coastal parishes and the citizens of Louisiana that there be coordination with regard to settlement discussions, proposals, offers, acceptances and agreements;

THEREFORE the undersigned understand and agree that:

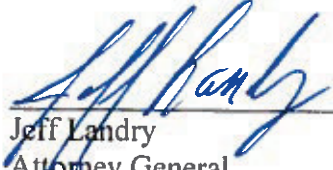
1. **Court Appearances:** The attorneys retained by either the parishes or district attorneys shall be responsible for court appearances for the respective coastal parishes. To the maximum extent practicable, court appearances for the respective parishes shall be coordinated with the Attorney General and the attorney or attorneys representing the Governor through the Secretary of LDNR.
2. **No Waiver of Privileges:** The voluntary exchange of documents or other information between the parties to this agreement shall not constitute a waiver, forfeiture, or limitation of any evidentiary or other privileges, immunities, or protections against disclosure or discovery. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not be construed as creating any obligation on the part of any party to this Agreement to share or exchange work product, documents, or any other information with any other party.
3. **Reservation of Rights By The Attorney General:** The Attorney General expressly reserves the right to amend his intervention in any case to allege supersession under La. Const. Article IV, § 8, provided that prior to filing of any pleading alleging the right to supersession, the attorneys who represent the coastal parishes or district attorney subject to such supersession shall be given 30 days written notice of any facts that support the Attorney General's right to supercede. The parties to this Agreement consent in advance to the use of summary proceedings to resolve any allegation of the Attorney General's claims to supersession. The parties to this Agreement and their attorneys reserve the right to oppose any claim or the right to supercede made by the Attorney General or any attorneys acting on behalf of the Attorney General.

4. **Confidentiality:** Except as may be ordered by court, the parties to this Agreement agree that: (a) All confidential and/or privileged documents, communications, information, strategy, experts, legal theories, and/or other work product exchanged by the parties to this Agreement will be kept strictly confidential and shall not be disclosed to any third party for any reason; (b) Any and all documents, communications, information, strategy, experts, legal theory and/or other work product that are exchanged by and through this Agreement that are otherwise confidential and/or privileged shall be kept and remain confidential and/or privileged; (c) Any communication (written, oral or electronic) between the parties to this Agreement pursuant to the terms of this Agreement shall be kept and remain confidential and privileged. The confidentiality provisions of this paragraph apply to all employees, appointees, consultants, paralegals and staff of the parties to this Agreement.
5. **Notice of New Or Amended Petitions, Complaints, or Interventions:** Any party to this agreement that files, or participates in the filing of, any original or amended petition or complaint, or any original or amended petition or complaint for intervention, in any suit under SLCRMA shall provide five days written notice to all parties to this Agreement before such filing. Any new petition filed after the Effective Date of this Agreement shall be governed by the provisions of this Agreement.
6. **Consistency of Claims and Defenses:** No party to this Agreement shall at any time expressly or impliedly endorse any substantive defenses or exceptions raised by any defendant in any claims filed by any party to this Agreement under SLCRMA. The parties to this Agreement agree that “in lieu” permits are “coastal use permits” as defined in SLCRMA and its regulations.

7. **Execution and Communication:** This Agreement may be executed separately by the parties and the signature pages (whether facsimile or actual originals) shall be combined and shall still constitute full execution of this Agreement and shall be fully binding as if it were executed as one single document. For all purposes of this Agreement, communication notices to the parties to this Agreement may be given by email or fax. The Effective Date of this Agreement is April 11, 2016.

AGREED TO BY EACH PARTY ON THE DATE(S) SET FORTH BELOW

LOUISIANA OFFICE
OF THE ATTORNEY GENERAL



Jeff Landry
Attorney General



Date

PLAQUEMINES PARISH

By:



Brandon J. Taylor


Counsel for Plaquemines Parish

Date

June 15, 2016

CAMERON PARISH

By:


John H Carmouche

6-14-2016
Date

JEFFERSON PARISH

By:


John H Carmouche

Date

6-14-2016

VERMILION PARISH

By: _____


John H Carmouche

6-14-2016
Date

ST. MARTIN PARISH

By: 

6/14/14
Date

IBERIA PARISH

By: 


Date

ST. MARY PARISH

By: 

6/14/16
Date

ST. BERNARD PARISH

By: 

6/16/16
Date