

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE, together with Exhibit A (collectively, the "Agreement") is made as of this 15th day of February, 2019, by and between the State of Vermont, acting by and through its Attorney General, the Honorable Thomas J. Donovan, Jr. (the "State"), on the one hand, and the Defendants (as defined in Paragraph 2, below) on the other hand. The State and the Defendants are together referred to in this Agreement as the "Parties" and individually referred to as a "Party."

Section I: Recitals

1. In 2014, the State commenced an action in the Vermont Superior Court, Washington Unit, Civil Division, entitled *State of Vermont v. Atlantic Richfield Co., et al.*, Dkt. No. 340-6-14 Wncv (the "Litigation"), asserting claims against various parties relating to the design, manufacture, marketing, distribution, supply, and/or sale of methyl tertiary butyl ether ("MTBE") and/or gasoline containing MTBE, and alleged contamination of the waters of the State by MTBE and tert-butyl alcohol ("TBA"), an intermediate product of MTBE biodegradation. Herein, "MTBE" includes MTBE, TBA and any contaminants in and degradation byproducts of MTBE.

2. The following parties were named as Defendants in the Litigation: Atlantic Richfield Company; BP Products North America Inc.; Chevron U.S.A. Inc.; CITGO Petroleum Corporation; CITGO Refining and Chemicals Company L.P.; Coastal Eagle Point Oil Company; ConocoPhillips Company; El Paso Merchant Energy-Petroleum Company; Equilon Enterprises LLC; Exxon Mobil Corporation; ExxonMobil Oil Corporation; Hess Corporation; Highlands Fuel Delivery, LLC; Irving Oil Limited; Mobil Corporation; Motiva Enterprises LLC; PDV Midwest Refining, L.L.C.; Shell Oil Company; Shell Oil Products Company LLC; Shell

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Petroleum, Inc.; Shell Trading (US) Company; Sunoco, Inc. (R&M); TMR Company; Total Petrochemicals & Refining USA, Inc.; TRMI-H LLC; Ultramar Energy, Inc.; Valero Energy Corporation; Valero Marketing and Supply Company; and Valero Refining-Texas, L.P. (collectively, "Defendants").

3. The State and the Defendants desire to resolve finally and fully all claims against the Defendants that could now or hereafter be asserted by the State on its own behalf, in any capacity and on behalf of all persons or entities for which it has the power to sue, with respect to the matters covered in the Litigation and/or this Agreement without the necessity of further expense of prolonged and complex litigation, and without admission, adjudication or determination of any issue of fact or law other than those that have already been adjudicated in the Litigation. This settlement is intended to resolve all Released Claims, as defined below.

Section II: Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises, obligations and commitments set forth below, the State and the Defendants, intending to be legally bound, covenant and agree as follows:

4. Upon receipt of payment in full as set forth in paragraph 7 below, the State, on its own behalf and on behalf of all its agencies, departments, boards, and authorities and all other persons or entities on whose behalf it has the power to sue, including without limitation its citizens and its cities, towns, municipalities, villages, water districts and other political subdivisions in its *parens patriae* capacity to the full extent provided by law, and the State's officers, employees and agents in their official capacities, and any successors or assigns of any or all of the foregoing entities or individuals (collectively, including the State, referred to in this

Agreement as "Releasor"), hereby fully releases, acquits, and forever discharges, with prejudice, the Defendants, all of their respective current, former, and future (direct and indirect) parents, affiliates, subsidiaries, all of their respective related predecessor and successor companies, joint venture companies, proprietorships, unincorporated associations, partnerships, trusts and other entities, together with all of their respective current, former and future directors, officers, partners, members, shareholders, equity owners, officials, trustees, beneficiaries, employees, agents, affiliates, legal representatives, attorneys, lenders, insurers, reinsurers, and all of the respective successors, and assigns (as applicable) of each of the above referenced persons and entities to the extent that any such persons or entities could be a source of liability or alleged liability (the "Released Parties") from all Released Claims, as defined below:

- A. For purposes of this Agreement and except as otherwise specifically set forth herein, "Released Claims" means any and all claims, demands, actions, causes of action, suits, obligations, assessments, damages, injunctive or other equitable relief, declaratory relief, liabilities, judgments, penalties, remedies of any kind, rights, matters, liens, losses, duties, investigation costs, response costs, restoration costs, and assertion of entitlement to any other cost, loss or expense, including without limitation attorneys' fees, expert witness fees, consultant fees, interest, and any other litigation-related fees and costs of every kind, nature, description or character whatsoever, whether legal or equitable, past, present or future, ascertained or unascertained, known or unknown, suspected or unsuspected, whether arising at common law, in equity, and/or under or by virtue of any statute or regulation, including all federal, state and/or local environmental laws, that Releasor has, had, or may have in the future against the Released Parties, or any

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one or more of them, or that may be created or recognized in the future by statute, regulation, judicial decision, administrative adjudication, or in any other matter, including but not limited to any direct claims, *parens patriae* claims (including claims the State asserts on behalf of its citizens, cities, towns, municipalities, villages; water districts, other political subdivisions and/or other private parties in its *parens patriae* capacity to the full extent provided by law), and/or assigned claims, including without limitation any and all claims for negligence, strict liability, product liability, design defect or defective product, failure to warn, trespass, private or public nuisance, contribution or indemnity, groundwater protection, natural resource damage, loss of use and impact to natural resources, restoration damage, conspiracy, breach of express or implied warranty, breach of contract, fraud, unfair business practices, deceptive trade practices (including any and all claims based on consumer protection laws or similar statutes), concert of action, market-share liability, commingled-product liability, or any other form of collective liability or joint or several liability, violations of the United States Constitution, the Vermont Constitution, any statute or regulation, or any claims that could be brought in common law or equity, all whether known or unknown, past, present or future, accrued or which may accrue in the future, asserted or unasserted, latent or patent, that have been asserted, or could have been or in the future might be asserted by Releasor against the Released Parties, or any one or more of them, for actual or consequential damages, compensatory damages, enhanced compensatory damages, special, exemplary and punitive damages, statutory damages, penalties, fines, property damages, natural resource damages,

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loss of use and impact to natural resources, remediation costs, restoration costs, treatment costs, damages to equipment, expert and investigation costs, other costs, prejudgment or post-judgment interest, attorneys' fees, injunctive or other equitable relief, declaratory relief, and/or any other losses or detriment of any kind, past, present or future, or on account of acts or omissions that occurred before, on or after the date of this agreement, arising out of or relating to any of the following, except as provided in Paragraphs 4.B, 4.C, and 4.D below:

- i. The use of MTBE in gasoline at any time and for any reason;
- ii. The actual, potential or threatened presence of or contamination from MTBE, at any concentration level, in the soil and/or in the waters of Vermont, whether surface or subsurface waters and whether or not accessed or accessible in the past, present or future by wells or other intakes, or in any other medium located anywhere;
- iii. The design, testing, manufacture, refining, blending, marketing, handling, sale, exchange, import, distribution, supply or other use of or transactions involving MTBE, including all warnings or other communications relating to MTBE, for any reason;
- iv. All other matters involving MTBE that are or could have been asserted by the State in the Litigation; and/or
- v. Any and all costs and expenses incurred up to and including the date of this Agreement relating to the investigation, remediation or clean-up of MTBE.

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B. It is specifically understood and agreed that the Released Claims include all matters arising on account of acts, omissions, contaminations, emissions, discharges, spills or other releases that occurred before or occur on or after the date of this Agreement with respect to MTBE that the Released Parties designed, tested, manufactured, refined, blended, marketed, handled, sold, exchanged, imported, supplied, transported, distributed or otherwise used or transacted at any time or place up to and including the date of this Agreement. Notwithstanding the first sentence of this section 4.B and any other provision to the contrary herein, "Released Claims" are not intended, and shall not be construed, to include or limit in any way the State's right to sue to compel, or take administrative action to compel, any of the Released Parties to respond to any spill, release, or discharge of MTBE discovered by the State after the date of this Agreement, or to bear the costs of such response, where the Released Party is liable under 10 V.S.A. §§ 6615-6615d (or as amended), provided that any such action shall be taken solely and exclusively pursuant to the State's authority under the above-cited applicable Vermont statutes, rules, or regulations, shall be subject to the applicable Vermont rules of prescription and statutes of limitation, and the State shall not assert claims or seek damages based on the mere presence of MTBE in gasoline for any causes of action (including but not limited to claims for negligence, public or private nuisance, products liability, trespass, nuisance, failure to warn, or other common law claims) other than those available under 10 V.S.A. §§ 6615-6615d (or as amended).

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- C. The Released Claims do not include such matters arising on account of MTBE or gasoline containing MTBE, if any, that the Released Parties, after the date of this Agreement, may (i) design, test, manufacture, refine, or blend or (ii) market, handle, sell, exchange, import, or distribute into or within the State of Vermont.
- D. Nothing in this settlement is intended to affect in any way any Released Party's obligations, under 10 V.S.A. §§ 6615-6615d (or as amended), relating to site investigation, testing, monitoring, treatment, remediation, and/or other abatement or restoration otherwise required of the Released Parties by the Vermont Department of Environmental Conservation, such as initial site characterization, site investigation, initial response action, abatement, interim response action, periodic sampling, remedial investigation, identification of constituents of concern, feasibility study, remedy selection, remedial action, implementation of an activity and use restriction, and/or implementation of corrective action, with respect to regulated contaminants or hazardous waste, regardless of the presence or absence of MTBE. The Released Parties reserve all of their defenses in relation to any obligations referenced in this paragraph and nothing in this settlement is intended to affect in any way any Released Party's defenses to such obligations.

5. To the extent that the Released Parties possessed any claims against the State arising from and directly related to the Released Claims that were existing and could have been brought in the Litigation, those claims against the State are released by the Released Parties, including any claims for attorneys' fees, payments, and other costs arising from such claims or the resolution of such claims.

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6. Upon timely receipt of payment in full by the Defendants set forth in paragraph 7 below, Releasor hereby irrevocably covenants and agrees to refrain from asserting any claim or demand, or commencing, instituting or causing to be commenced any proceeding of any kind, against any Released Party based upon any of the Released Claims.

7. As consideration for the release set forth in this Agreement, the Parties shall do the following:

- A. Each Party shall within twenty-one (21) days of receipt of this final unexecuted Agreement deliver to counsel for the other Parties properly executed copies of this Agreement.
- B. The total settlement payment shall be three million, eight hundred thousand United States dollars (US\$3,800,000) (the "Total Settlement Payment"), which shall be payable as follows: Within ten (10) business days after all parties have executed this Agreement, the Defendants shall deliver by check or wire transfer to "State of Vermont" the following sums on behalf of the following parties (collectively, the "Individual Settlement Payments"):
 - i. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) collectively on behalf of Atlantic Richfield Company and BP Products North America Inc.;
 - ii. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) collectively on behalf of Chevron U.S.A. Inc. and TRMI-H LLC;
 - iii. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) collectively on behalf of CITGO

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- Petroleum Corporation, CITGO Refining and Chemicals Company L.P., and PDV Midwest Refining, LLC;
- iv. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) collectively on behalf of El Paso Merchant Energy-Petroleum Company and Coastal Eagle Point Oil Company;
 - v. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) on behalf of ConocoPhillips Company;
 - vi. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) collectively on behalf of Shell Oil Company, Shell Oil Products Company LLC, Shell Petroleum, Inc., Shell Trading (US) Company, Equilon Enterprises LLC, TMR Company, and Motiva Enterprises LLC;
 - vii. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and seventy-four cents (\$316,666.74) collectively on behalf of Exxon Mobil Corporation, ExxonMobil Oil Corporation, and Mobil Corporation;
 - viii. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) on behalf of Hess Corporation;
 - ix. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) collectively on behalf of Irving Oil Limited and Highlands Fuel Delivery, LLC;
 - x. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) on behalf of Sunoco, Inc. (R&M);

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- xi. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) on behalf of Total Petrochemicals & Refining USA, Inc.; and
- xii. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) collectively on behalf of Ultramar Energy, Inc., Valero Energy Corporation, Valero Marketing and Supply Company, and Valero Refining-Texas, L.P.

The proceeds of these payments shall be deposited in an account and held in that account in escrow until the "Joint Stipulation of Dismissal With Prejudice" is filed in the Vermont Superior Court, after which the proceeds shall be released to the State.

- C. Within ten (10) business days after the Defendants have made all of the payments referenced in Paragraph 7.B., the Parties shall execute and file with the court a Joint Stipulation of Dismissal With Prejudice in the form annexed hereto as Exhibit A.

8. Each Party shall bear its own attorneys' fees, expenses and any and all other costs related to this Litigation and to the negotiation, preparation, execution and delivery of this Agreement.

9. To the extent that any other actions are required to be taken by the Parties to effectuate this Agreement, each Party agrees to take such actions as may be reasonably required to carry out the terms of this Agreement.

10. This Agreement is a compromise of disputed claims that fully and finally settles all claims in the Litigation by the State against the Released Parties, as set forth above, as well as

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all of the Released Claims, as set forth above. Neither the provision of any consideration hereunder nor anything contained in this Agreement shall be interpreted or construed to be an admission of liability, or of any fact or point of law on the part of, or to the prejudice of, the Parties to this Agreement. The Released Parties expressly deny any and all liability associated with or related to the Litigation and the Released Claims. The Released Parties believe they have good and valid defenses to all of the State's claims. Nevertheless, the Released Parties wish to resolve this lawsuit and claims to avoid the costs, expense, and uncertainty inherent in the Litigation.

11. The Parties individually represent that they have not sold, assigned, conveyed, disposed of, granted a security interest in or lien on, or otherwise transferred any claim purported to be released by this Agreement.

12. The Parties expressly represent that no other person or governmental or private entity that is not bound by this Agreement has an interest in this Agreement and/or with respect to the Released Claims. Nothing in this Agreement shall be construed to create or deny any rights in, or grant or deny any cause of action to, any person not a party to this Agreement.

13. The Parties agree that they will not offer this Agreement, or any document or instrument delivered hereunder as evidence in this or any other proceeding for any purpose, except in (i) a proceeding the sole purpose of which is to enforce the terms of the Agreement, (ii) any proceeding to establish an insurance or reinsurance claim by one or more of the Released Parties, (iii) a proceeding to establish an appropriate set-off or credit to a judgment entered or to be entered in favor of Releasor against an entity other than a Released Party, or (iv) other proceedings where such admission is necessary to effectuate the terms of this Agreement.

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14. Releasor and the Released Parties intend and agree that this Agreement shall be complete and shall not be subject to the claim of mistake of fact or law by either or any of them and that it expresses a full and complete settlement of liability claimed by Releasor in the Litigation and denied by each and all of the Released Parties. Regardless of the adequacy or inadequacies of the consideration, this Agreement is intended to resolve the Litigation and avoid further litigation and to be final and complete.

15. Each Party warrants and represents that it has read and understands this Agreement and has been represented by legal counsel in connection with this Agreement, that before executing and delivering this Agreement Releasor has completely read the terms of this Agreement, that the terms of the Agreement are fully understood and voluntarily accepted by it, and that it has authorized its undersigned representative to sign, execute and deliver this Agreement on its behalf as a voluntary act and deed on the date and year in this Agreement after-mentioned, with all necessary approvals, and without any fraud or under any duress. Each Party has relied solely and completely on its own judgment and the advice of its own legal counsel in making this settlement and executing this Agreement.

16. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and to the resolution of the Litigation. The Parties have not relied on any oral statements, promises or inducements that are not included in this Agreement. Any modifications to this Agreement must be in writing and signed by authorized representatives of the Parties.

17. The terms of this Agreement are contractual, and not recitals only. No part of this Agreement may be altered, amended, or modified in any respect, except by a writing duly executed by the State and each of the Defendants.

18. This Agreement shall be construed and interpreted in accordance with the laws of the State of Vermont, and the Vermont Superior Court, Washington Unit, shall have jurisdiction to hear and resolve any claims made hereunder, including all claims by any Party to enforce or interpret the Agreement.

19. The Parties represent that this Agreement is freely and voluntarily entered into without any degree whatsoever of duress or compulsion.

20. The Attorney General of Vermont, who has executed this Agreement on behalf of the State and on behalf of Releasor, represents and warrants that he is duly authorized to do so, on behalf of the State and the public trust and in the public interest and that his execution of the Agreement is valid and binding on Releasor. The Attorney General represents and warrants that he has all requisite power to execute, bind, deliver, and perform this Agreement on behalf of the Releasor, that this Agreement has been duly and validly executed and delivered by him as the State's authorized agent and that no further approval, authorization, consent, order, notice to, or filing or registration with any governmental authority is required with respect to the execution, delivery, and performance by the State of this Agreement. The Releasor further warrants that it will not challenge or contest the validity of this Agreement and that it forever waives any defense to its validity, including any defense based on any claim the Agreement is *ultra vires*, violative of sovereign immunity, or otherwise void.

21. The Defendants represent and warrant that the undersigned, who have executed this Agreement on the Defendants' behalf, respectively, are duly authorized to do so, and that their execution of this Agreement is valid and binding on the Defendants. The Defendants respectively represent and warrant that the undersigned have all requisite power to execute, bind, deliver, and perform this Agreement on behalf of the Defendants and that this Agreement has

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been duly and validly executed and delivered by them as the Defendants' corporate representatives. The Defendants further warrant that they will not challenge or contest the validity of this Agreement and that they forever waive any defense to its validity, including any defense based on any claim that the Agreement is *ultra vires*, or otherwise void.

22. Because the purpose of this settlement is to resolve and end the Litigation, the Parties agree, covenant and warrant that if any defects or omissions, whether legal, factual, mutual or unilateral, should cause this document or the release of the Released Parties to be defective or less than full and complete, the Parties agree to within thirty (30) days of written notice and/or request execute any and all instruments and do any and all things reasonably necessary to effectuate a full, final and complete release of the Released Parties for the Released Claims in exchange for full payment by the Released Parties of the consideration specified herein.

23. To the extent any documents are required to be executed by any of the Parties to this Agreement to effectuate this Agreement, each Party agrees to execute and deliver such other and further documents as may be reasonably required to carry out the terms of this Agreement, including but not limited to any documents required to effectuate the complete release of the Released Parties for the Released Claims.

24. As used in this Agreement, the singular shall include the plural, and the masculine shall include the feminine and neuter genders.

25. Time is of the essence for each and every provision of this Agreement.

26. The Parties shall use their respective good faith efforts to comply with their obligations under this Agreement.

27. No failure on the part of any Party to this Agreement to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

28. The Parties to this Agreement agree that it was negotiated fairly between them at arms' length and that the final terms of this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party on the grounds that the Party drafted or was more responsible for drafting the provision(s).

29. This Agreement may be executed in one or more counterparts. All counterparts will constitute one instrument binding on the signatories upon execution of one or more counterparts by all Parties. Legal counsel for any Party shall be authorized to assemble a composite counterpart which shall consist of one copy of each page, except the signature pages, together with multiple counterpart signature pages executed on behalf of each Party to this Agreement. The composite counterpart may then be used by any Party for all purposes as the complete signed and executed Agreement between the Parties. A facsimile signature (including a signature transmitted as a .tif or .pdf image) shall be sufficient to bind the signing Party.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release as of the date stated above.

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State of Vermont

By: [Signature]
The Honorable Thomas J. Donovan, Jr.
Attorney General

STATE OF VERMONT
COUNTY OF Washington

On this 15th day of February, 2019, before me personally appeared Thomas J. Donovan, Jr. ^{Joshua Diamond} to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as Deputy ^{109 2/19/2019} Attorney General of the State of Vermont.

[Signature]
Justice of the Peace/Notary Public

My Commission expires 1/31/2021 ^{109 2/19/2019}

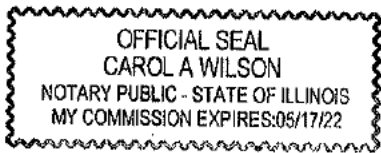


Atlantic Richfield Company

By: _____
Print Name: Vilia Drazdys
Title: Senior Counsel

STATE OF Illinois
COUNTY OF DuPage

On this 1 day of Feb, 2019, before me personally appeared Vilia Drazdys, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.



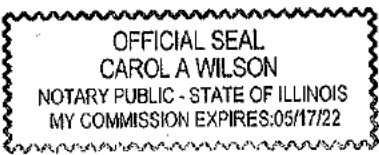
Carol A. Wilson
Notary Public

BP Products North America Inc.

By: _____
Print Name: Vilia Drazdys
Title: Senior Counsel

STATE OF Illinois
COUNTY OF DuPage

On this 1 day of Feb, 2019, before me personally appeared Vilia Drazdys, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.



Carol A. Wilson
Notary Public

Chevron U.S.A. Inc. (a Pennsylvania Corporation)

By: [Redacted]
Print Name: Grace P. Nerona
Title: Assistant Secretary

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 2018, before me personally appeared _____, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Notary Public

TRMI-H LLC, a Delaware Limited Liability Company

By: [Redacted]
Print Name: Frank G. Soler
Title: President

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 2018, before me personally appeared _____, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

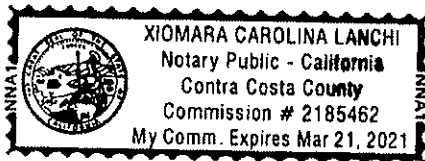
On January 28, 2019 before me, Xiomara Carolina Lanchi, Notary Public, personally appeared Frank G. Soler and Grace P. Nerona, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she~~they executed the same in ~~his/her~~their authorized capacity(ies), and that by ~~his/her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Xiomara Lanchi*
Signature of Notary Public

Place Notary Seal Above



CITGO Petroleum Corporation, CITGO Refining and Chemicals Company L.P., and PDV
Midwest Refining, LLC

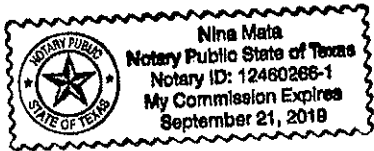
By: Judith Colbert
Print Name: Judith Colbert
Title: General Counsel



STATE OF Texas
COUNTY OF Harris

On this 11th day of February, 2019, before me personally appeared Judith Colbert to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Nina Mata
Notary Public



El Paso Merchant Energy-Petroleum Company

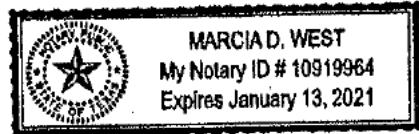
By: _____
Print Name: Adam S. Forman
Title: Vice President

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STATE OF TEXAS
COUNTY OF HARRIS

On this 4th day of February, 2019, before me personally appeared Adam S. Forman, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Marcia D. West
Notary Public



Coastal Eagle Point Oil Company

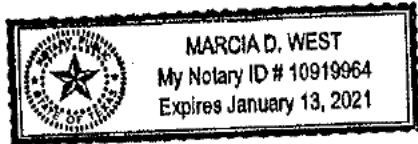
By: _____
Print Name: Adam S. Forman
Title: Vice President

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STATE OF TEXAS
COUNTY OF HARRIS

On this 4th day of February, 2019, before me personally appeared Adam S. Forman, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Marcia D. West
Notary Public



Settling Defendant ConocoPhillips Company, by and through its agent Phillips 66

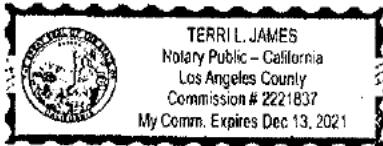
By: 

Print Name: Daniel S. Fischman
Title: Remediation Manager, Phillips 66 Company

STATE OF California
COUNTY OF Los Angeles

On this ^{30th 2019} ~~29th~~ day of January, 2019, before me personally appeared Daniel S. Fischman, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Terril L. James
Notary Public



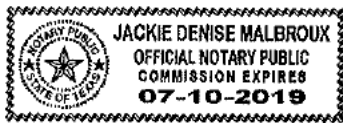
Shell Oil Company, Shell Oil Products Company LLC, Shell Petroleum, Inc., and Shell Trading (US) Company

By: [Redacted]
Print Name: [Redacted]
Title: [Redacted]

STATE OF Tx
COUNTY OF Harris

On this 11 day of February, 2019, before me personally appeared William Platt, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Jackie D. Malbroux
Notary Public



Equilon Enterprises LLC

By: [Redacted]
Print Name: [Redacted]
Title: [Redacted]

STATE OF Tx
COUNTY OF Harris

On this 11 day of February, 2019, before me personally appeared William Platt, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Jackie D. Malbroux
Notary Public

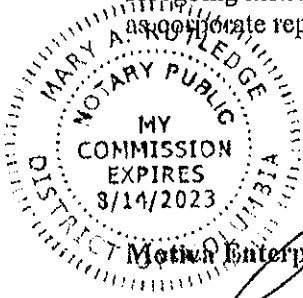


TMR Company

By: [Signature]
Print Name: RICHARD E. WALLACE, JR.
Title: OUTSIDE COUNSEL, CROWELL & MORING LLP

STATE OF District of Columbia
COUNTY OF _____

On this 14th day of February, 2019, before me personally appeared Richard E. Wallace to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.



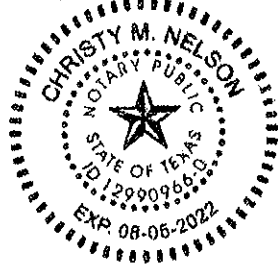
[Signature]
Notary Public

Mary A. Rutledge
Notary Public, District of Columbia
My Commission Expires 8/14/2023

[Signature]
By: _____
Print Name: Christopher Vice
Title: General Counsel

STATE OF TEXAS
COUNTY OF HARRIS

On this 13th day of February, 2019, before me personally appeared Christopher Vice to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.



[Signature]
Notary Public

Exxon Mobil Corporation, ExxonMobil Oil Corporation, and Mobil Corporation

By: [Redacted]
Print Name: [Redacted]
Title: [Redacted]

STATE OF TX
COUNTY OF Tarrant

On this 31st day of January, 2019, before me personally appeared Chris Troy, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

[Signature]
Notary Public



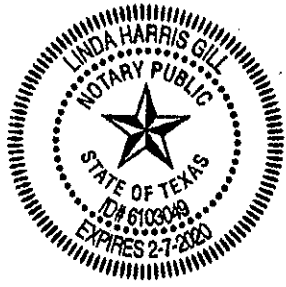
Hess Corporation

By: [Signature]
Print Name: JASON R. WILEY
Title: ASSOC. GEN. COUNSEL

STATE OF TEXAS
COUNTY OF HARRIS

On this 24th day of JANUARY, 2019, before me personally appeared JASON WILEY, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

[Signature]
Notary Public



Irving Oil Limited

By: [Redacted]
Print Name: [Redacted]
Title: [Redacted]

PROVINCE OF New Brunswick
CITY OF Saint John


On this 28 day of January, 2019, before me personally appeared Tan Whitecomb, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

By: [Redacted]
Print Name: [Redacted]
Title: [Redacted]

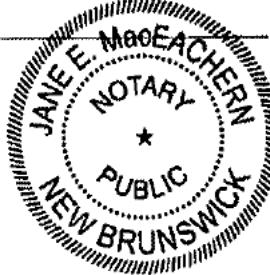
PROVINCE OF New Brunswick
CITY OF Saint John

On this 28 day of January, 2019, before me personally appeared John Laidlaw, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

[Signature]
Notary Public



[Signature]
Notary Public



Highlands Fuel Delivery, LLC

By: _____
Print Name: _____
Title: _____

Province New Brunswick
STATE OF New Brunswick
COUNTY OF Saint John

On this 28 day of January, 2019, before me personally appeared Darren Billis, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

[Signature]
Notary Public



By: _____
Print Name: _____
Title: _____

PROVINCE OF _____
CITY OF _____

On this ____ day of _____, 2019, before me personally appeared _____, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

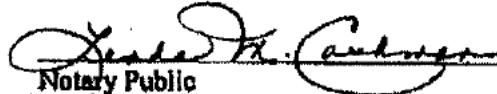
Notary Public

Highlands Fuel Delivery, LLC

By: _____
Print Name: _____
Title: _____

STATE OF New Hampshire
COUNTY OF Rockingham

On this 29th day of January, 2019, before me personally appeared Gregory A. Fortas to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.



Notary Public

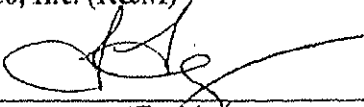
By: _____
Print Name: _____
Title: _____

PROVINCE OF _____
CITY OF _____

On this ____ day of _____, 2019, before me personally appeared _____, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.


Notary Public

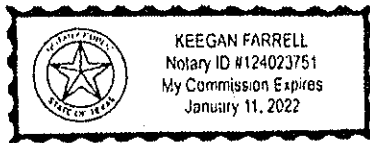
Sunoco, Inc. (R&M)

By: 
Print Name: Jim Wright
Title: General Counsel

STATE OF Texas
COUNTY OF Chambers

On this 29th day of January, 2019, before me personally appeared Jim Wright, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Notary Public 



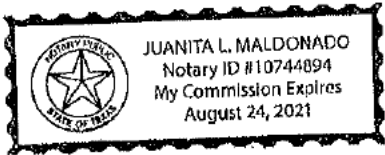
Total Petrochemicals & Refining USA, Inc.

By: [REDACTED]
Print Name: [REDACTED]
Title: [REDACTED]

STATE OF Texas
COUNTY OF Harris

On this 29th day of January, 2019, before me personally appeared Phillip B. Caruth, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Juanita L. Maldonado
Notary Public



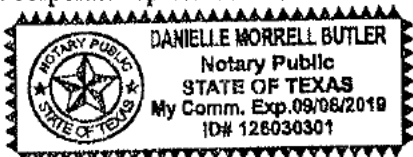
Ultramar Energy, Inc.

BY: [Signature]
Print Name: Richard J. Walsh

Title: Counsel for Ultramar Energy, Inc.

STATE OF TEXAS
COUNTY OF BEXAR

On this 29th day of January, 2019, before me personally appeared Richard J. Walsh, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.



[Signature]
Notary Public
Danielle Morrell Butler

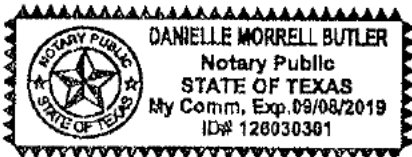
Valero Energy Corporation, Valero Marketing and Supply Company, and Valero Refining-Texas, L.P.

B: [Redacted]
Print Name: Richard J. Walsh

Title: Mr. Walsh signs as Vice President and Deputy General Counsel of Valero Energy Corporation; Senior Vice President of Valero Marketing and Supply Company; and Senior Vice President of Valero Tejas Company LLC, the sole general partner of Valero Refining Texas, LP

STATE OF TEXAS
COUNTY OF BEXAR

On this 29th day of January, 2019, before me personally appeared Richard J. Walsh, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.



[Signature]
Notary Public
Danielle Morrell Butler

VT SUPERIOR COURT
WASHINGTON UNIT
CIVIL DIVISION

DW-proposed
2019 MAR 15 A 8:49
ORDER

EXHIBIT A

STATE OF VERMONT

**SUPERIOR COURT
WASHINGTON UNIT**

**CIVIL DIVISION
Docket No. 340-6-14 Wncv**

State of Vermont,

Plaintiff

v.

Atlantic Richfield Company, et al.,

Defendants.


JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to Vermont Rule of Civil Procedure 41(a)(1)(ii), Plaintiff State of Vermont and Defendants hereby stipulate to the voluntary dismissal with prejudice of all claims against Defendants in this action, with each party bearing its own attorneys' fees and costs and all rights of appeal waived.

Dated at Montpelier, Vermont this 15th day of March, 2019.

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

DINSE

By: 
Robert F. McDougall
Megan Hereth
Melanie Kehne
Assistant Attorneys General
109 State Street
Montpelier, VT 05609-1001
(802) 828-3186

By: 
Ritome E. Berger
P.O. Box 988
209 Battery Street
Burlington, VT 05402-0988
(802) 864-5751

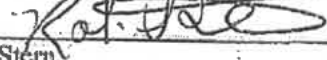
Matthew F. Pawa (*pro hac vice*)
Benjamin A. Krass (*pro hac vice*)
Wesley Kelman (*pro hac vice*)
HAGENS BERMAN SOBOL SHAPIRO LLP
1280 Centre Street, Suite 230
Newton Centre, MA 02459

Scott Summy (*pro hac vice*)
Celeste Evangelisti (*pro hac vice*)
Carla Burke Pickrel (*pro hac vice*)
BARON & BUDD, P.C.
3102 Oak Lawn Avenue, Suite 1100
Dallas, TX 75219-3605

Robert J. Gordon (*pro hac vice*)
Robin Greenwald (*pro hac vice*)
William A. Walsh (*pro hac vice*)
WEITZ & LUXENBERG, P.C.
180 Maiden Lane, 17th Floor
New York, NY 10038-4925

Attorneys for the State of Vermont

PHILLIPS, DUNN, SHRIVER
& CARROLL, P.C.

By: 
Robin Stern
PHILLIPS, DUNN, SHRIVER, & CARROLL,
P.C.
147 Western Avenue
Brattleboro, VT 05301
(802) 257-7244

J. Andrew Langan
Andrew R. Running
Andrew Kassof
KIRKLAND & ELLIS LLP
300 North LaSalle Street
Chicago, IL 60654

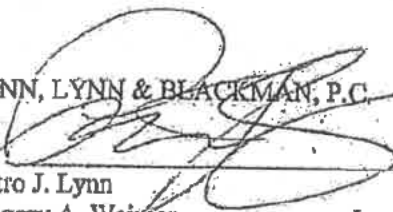
*Attorneys for Atlantic Richfield Co.
and BP Products North America, Inc.*

David J. Lender (*pro hac vice*)
Theodore B. Tsekerides (*pro hac vice*)
Allison M. Brown (*pro hac vice*)
Jed P. Winer (*pro hac vice*)
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, NY 10153

Deborah B. Barnard
Michael T. Maroney
HOLLAND & KNIGHT LLP
10 St. James Avenue
11th Floor
Boston, MA 02116

*Attorneys for Defendants
Exxon Mobil Corporation,
ExxonMobil Oil Corporation, and
Mobil Corporation*

LYNN, LYNN & BLACKMAN, P.C.

By: 
Pietro J. Lynn
Gregory A. Weimer
LYNN, LYNN & BLACKMAN, P.C.
76 St. Paul St., Suite 400
Burlington, VT 05401
802-860-1500

Nathan P. Eimer (*pro hac vice*)
Pamela R. Hanebutt (*pro hac vice*)
Lisa S. Meyer (*pro hac vice*)
EIMER STAHL LLP
224 S. Michigan Ave., Suite 1100
Chicago, IL 60604

*Attorneys for CITGO Petroleum Corporation,
CITGO Refining and Chemicals Company
L.P., and PDV Midwest Refining, LLC*

RYAN SMITH & CARBINE, LTD.

By: 

Harry R. Ryan, III
Eric J. Morgan
Shauna L. Chamberlain
RYAN SMITH & CARBINE, LTD.
98 Merchants Row
P.O. Box 310
Rutland, VT 05702-0310
(802) 786-1040

Steven Leifer
Christopher Dwight Danley
BAKER BOTTS LLP
1299 Pennsylvania Ave. NW
Washington, DC 20004-2400

Attorneys for Hess Corporation

RYAN SMITH & CARBINE, LTD.

By: 

Harry R. Ryan, III
Eric J. Morgan
Shauna L. Chamberlain
RYAN SMITH & CARBINE, LTD.
98 Merchants Row
P.O. Box 310
Rutland, VT 05702-0310
(802) 786-1040

Traci L. Lovitt
Christopher H. Domingo
Diane L. Myers
JONES DAY
717 Texas, Suite 3300
Houston, TX 77002

*Attorneys for Total Petrochemicals & Refining
USA, Inc.*

RYAN SMITH & CARBINE, LTD.

By: 

Harry R. Ryan, III
Eric J. Morgan
Shauna L. Chamberlain
RYAN SMITH & CARBINE, LTD.
98 Merchants Row
P.O. Box 310
Rutland, VT 05702-0310
(802) 786-1040

James L. Messenger
GORDON & REES, LLP
745 Atlantic Avenue, 4th Floor
Boston, MA 02111

*Attorneys for El Paso Merchant Energy-
Petroleum Company and Coastal Eagle Point
Oil Company*

RYAN SMITH & CARBINE, LTD.

By: 

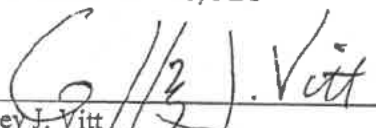
Harry R. Ryan, III
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RYAN SMITH & CARBINE, LTD.
98 Merchants Row
P.O. Box 310
Rutland, VT 05702-0310
(802) 786-1040

John S. Guttman
Daniel M. Krainin
Nessa Horewitch Coppinger
BEVERIDGE & DIAMOND, PC
1350 I Street, NW, Suite 700
Washington, DC 20005

Attorneys for Sunoco, Inc. (R&M)

VITT & ASSOCIATES, PLC

By: _____


Geoffrey J. Vitt
VITT & ASSOCIATES, PLC
8 Beaver Meadow Road
P.O. Box 1229
Norwich, VT 05055
(802) 649-5700

Stephen C. Dillard
Jessica G. Farley
Gabriel D. Kaim
NORTON ROSE FULBRIGHT US LLP
1301 McKinney, Suite 1500
Houston, TX 77010

Attorneys for ConocoPhillips Company

GRAVEL & SHEA

By: _____

Heather Rider Hammond
Matthew B. Byrne
GRAVEL & SHEA PC
76 St. Paul Street, 7th Floor
P.O. Box 369
Burlington, VT 05402-0369
(802) 658-0220

Richard E. Wallace, Jr.
Peter Condron
CROWELL & MORING LLP
1001 Pennsylvania Ave., NW
Washington, DC 20007
202-624-2609

Attorneys for Shell Oil Company, Shell Oil Products Company LLC, Shell Petroleum, Inc., Shell Trading (US) Company, Equilon Enterprises LLC, TMR Company, and Motiva Enterprises LLC

PAUL FRANK + COLLINS P.C.

By: _____

David M. Pocius
PAUL FRANK + COLLINS P.C.
One Church Street
P.O. Box 1307
Burlington, VT 05402-1307
(802) 658-2311

James D. Herschlein
Glenn Pogust
Angela R. Vicari
ARNOLD & PORTER
KAYE SCHOLER LLP
250 W. 55th Street, Floor 4
New York, NY 10019

Attorneys for Irving Oil Limited and Highlands Fuel Delivery, LLC

SHEEHEY FURLONG & BEHM P.C.

By: _____

Craig Nolan
SHEEHEY FURLONG & BEHM P.C.
30 Main Street
P.O. Box 66
Burlington, VT 05402
(802) 864-9891

James F. Bennett
Kelly J.H. Murrie
Meghan Ball
Erika Anderson
DOWD BENNETT LLP
7733 Forsyth Blvd., Suite 1900
St. Louis, MO 63105

Attorneys for Ultramar Energy, Inc., Valero Energy Corporation, Valero Marketing and Supply Company, and Valero Refining-Texas, L.P.

VITT & ASSOCIATES, PLC

By: _____
Geoffrey J. Vitt
VITT & ASSOCIATES, PLC
8 Beaver Meadow Road
P.O. Box 1229
Norwich, VT 05055
(802) 649-5700

Stephen C. Dillard
Jessica G. Farley
Gabriel D. Kaim
NORTON ROSE FULBRIGHT US LLP
1301 McKinney, Suite 1500
Houston, TX 77010

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GRAVEL & SHEA PC
76 St. Paul Street, 7th Floor
P.O. Box 369
Burlington, VT 05402-0369
(802) 658-0220

Richard E. Wallace, Jr.
Peter Condron
CROWELL & MORING LLP
1001 Pennsylvania Ave., NW
Washington, DC 20007
202-624-2609

Attorneys for Shell Oil Company, Shell Oil Products Company LLC, Shell Petroleum, Inc., Shell Trading (US) Company, Equilon Enterprises LLC, TMR Company, and Motiva Enterprises LLC

PAUL FRANK + COLLINS P.C.

By: _____
David M. Pocius
PAUL FRANK + COLLINS P.C.
One Church Street
P.O. Box 1307
Burlington, VT 05402-1307
(802) 658-2311

James D. Herschlein
Glenn Pogust
Angela R. Vicari
ARNOLD & PORTER
KAYE SCHOLER LLP
250 W. 55th Street, Floor 4
New York, NY 10019

Attorneys for Irving Oil Limited and Highlands Fuel Delivery, LLC

SHEEHEY FURLONG & BEHM P.C.

By: _____
Craig Nolan
SHEEHEY FURLONG & BEHM P.C.
30 Main Street
P.O. Box 66
Burlington, VT 05402
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DOWD BENNETT LLP
7733 Forsyth Blvd., Suite 1900
St. Louis, MO 63105

Attorneys for Ultramar Energy, Inc., Valero Energy Corporation, Valero Marketing and Supply Company, and Valero Refining-Texas, L.P.


VITT & ASSOCIATES, PLC

By: _____
Geoffrey J. Vitt
VITT & ASSOCIATES, PLC
8 Beaver Meadow Road
P.O. Box 1229
Norwich, VT 05055
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Jessica G. Farley
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NORTON ROSE FULBRIGHT US LLP
1301 McKinney, Suite 1500
Houston, TX 77010

Attorneys for ConocoPhillips Company

GRAVEL & SHEA

By:  _____
Heather Rider Hammond
Matthew B. Byrne
GRAVEL & SHEA PC
76 St. Paul Street, 7th Floor
P.O. Box 369
Burlington, VT 05402-0369
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Peter Condron
CROWELL & MORING LLP
1001 Pennsylvania Ave., NW
Washington, DC 20007
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Attorneys for Shell Oil Company, Shell Oil Products Company LLC, Shell Petroleum, Inc., Shell Trading (US) Company, Equilon Enterprises LLC, TMR Company, and Motiva Enterprises LLC

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By: _____
David M. Pocius
PAUL FRANK + COLLINS P.C.
One Church Street
P.O. Box 1307
Burlington, VT 05402-1307
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Angela R. Vicari
ARNOLD & PORTER
KAYE SCHOLER LLP
250 W. 55th Street, Floor 4
New York, NY 10019

Attorneys for Irving Oil Limited and Highlands Fuel Delivery, LLC

SHEEHEY FURLONG & BEHM P.C.

By: _____
Craig Nolan
SHEEHEY FURLONG & BEHM P.C.
30 Main Street
P.O. Box 66
Burlington, VT 05402
(802) 864-9891

James F. Bennett
Kelly J.H. Murrice
Meghan Ball
Erika Anderson
DOWD BENNETT LLP
7733 Forsyth Blvd., Suite 1900
St. Louis, MO 63105

Attorneys for Ultramar Energy, Inc., Valero Energy Corporation, Valero Marketing and Supply Company, and Valero Refining-Texas, L.P.

VITT BRANNEN & LOFTUS, PLC

By: _____
Geoffrey J. Vitt
VITT BRANNEN & LOFTUS, PLC
8 Beaver Meadow Road
P.O. Box 1229
Norwich, VT 05055
(802) 649-5700

Stephen C. Dillard
Jessica G. Farley
Gabriel D. Kaim
NORTON ROSE FULBRIGHT US LLP
1301 McKinney, Suite 1500
Houston, TX 77010

Attorneys for ConocoPhillips Company

GRAVEL & SHEA

By: _____
Heather Rider Hammond
Matthew B. Byrne
GRAVEL & SHEA PC
76 St. Paul Street, 7th Floor
P.O. Box 369
Burlington, VT 05402-0369
(802) 658-0220

Richard E. Wallace, Jr.
Peter Condron
CROWELL & MORING LLP
1001 Pennsylvania Ave., NW
Washington, DC 20007
202-624-2609

Attorneys for Shell Oil Company, Shell Oil Products Company LLC, Shell Petroleum, Inc., Shell Trading (US) Company, Equilon Enterprises LLC, TMR Company, and Motiva Enterprises LLC

PAUL FRANK + COLLINS P.C.

By: _____
John T. Sartore
Brenda Couture
PAUL FRANK + COLLINS P.C.
One Church Street
P.O. Box 1307
Burlington, VT 05402-1307
(802) 658-2311

James D. Herschlein
Glenn Pogust
Angela R. Vicari
ARNOLD & PORTER
KAYE SCHOLER LLP
250 W. 55th Street, Floor 4
New York, NY 10019

Attorneys for Irving Oil Limited and Highlands Fuel Delivery, LLC

SHEEHEY FURLONG & BEHM P.C.

By: Craig Nolan / JMB
Craig Nolan
SHEEHEY FURLONG & BEHM P.C.
30 Main Street
P.O. Box 66
Burlington, VT 05402
(802) 864-9891

James F. Bennett
Kelly J.H. Murrie
Meghan Ball
Erika Anderson
DOWD BENNETT LLP
7733 Forsyth Blvd., Suite 1900
St. Louis, MO 63105

Attorneys for Ultramar Energy, Inc., Valero Energy Corporation, Valero Marketing and Supply Company, and Valero Refining-Texas, L.P.

DOWNS RACHLIN MARTIN PLLC

By: 

R. Bradford Fawley

DOWNS RACHLIN MARTIN PLLC

28 Vernon Street, Suite 501

PO Box 9

Brattleboro, VT 05302-0009

Robert E. Meadows

Jeremiah J. Anderson

James J. Maher, Esq.

Charles C. Correll, Jr.

KING & SPALDING LLP

1100 Louisiana, Suite 4000

Houston, TX 77002

*Attorneys for Chevron U.S.A. Inc. and
TRMI-H LLC*

SO ORDERED.

Dated March 15, 2019



Presiding Judge
Superior Court

SUPERIOR COURT
WASHINGTON UNIT

CIVIL DIVISION

2019 MAR 15 A 8:49

STATE OF VERMONT

v.

FILED

No. 340-6-14 Wncv

ATLANTIC RICHFIELD CO., *et al.*

CERTIFICATE OF SERVICE

I certify that I, Megan Hereth, Assistant Attorney General for the State of Vermont, sent a copy of the *Joint Stipulation of Dismissal with Prejudice* in the above-captioned matter, by electronic mail to the parties at the following email addresses:

<p><u>Atlantic Richfield Co.</u> Robin Stern rstern@potterstewartlaw.com J. Andrew Langan Andrew.langan@kirkland.com Andrew R. Running Andrew.running@kirkland.com Sylvia Nichole Winston Sylvia.winston@kirkland.com</p>	<p><u>CITGO</u> Pietro J. Lynn plynn@lynnlawvt.com Gregory A. Weimer gweimer@lynnlawvt.com Lisa S. Meyer lmeyer@eimerstahl.com Nathan P. Eimer neimer@eimerstahl.com Pamela R. Hanebutt phanebutt@eimerstahl.com</p>
<p><u>Chevron USA, Inc.</u> R. Bradford Fawley bfawley@drm.com Robert E. Meadows rmeadows@kslaw.com Jeremiah J. Anderson jjanderson@kslaw.com James J. Maher jmaher@kslaw.com Charles C. Correll, Jr. ccorrell@kslaw.com</p>	<p><u>Coastal, El Paso, Hess, Sunoco, Total</u> Harry R. Ryan, III Eric J. Morgan hrr@rsclaw.com James L. Messenger jmessenger@gordonrees.com Christopher Dwight Danley Christopher.danley@bakerbotts.com John S. Guttman jguttman@bdlaw.com</p>

<p><u>Conoco Phillips Co.</u> Geoffrey J. Vitt gvitt@vittandassociates.com Stephen C. Dillard steve.dillard@nortonrosefulbright.com Gabriel D. Kaim gabriel.kaim@nortonrosefulbright.com Jessica G. Farley jessica.farley@nortonrosefulbright.com</p>	<p><u>Coastal, El Paso, Hess, Sunoco, Total (continued)</u> Daniel M. Krainin dkrainin@bdlaw.com Nessa Horewitch Coppinger ncoppinger@bdlaw.com Traci L. Lovitt tlovitt@jonesday.com Christopher H. Domingo chdomingo@jonesday.com Diane Myers dmyers@jonesday.com</p>
<p><u>Exxon Mobil</u> Ritchie Berger rberger@dinse.com David J. Lender David.lender@weil.com Theodore E. Tsekerides Theodore.tsekerides@weil.com Alison M. Brown Allison.brown@weil.com Jed P. Winer Jed.winer@weil.com Deborah E. Barnard Deborah.barnard@hklaw.com Michael T. Maroney Michael.maroney@hklaw.com</p>	<p><u>Irving</u> James D. Herschlein James.herschlein@kayescholer.com Angela R. Vicari Angela.vicari@kayescholer.com Glenn Pogust Glenn.pogust@kayescholer.com</p>
<p><u>Shell</u> Matt Byrne mbyrne@gravelshea.com Heather Rider Hammond hhammond@gravelshea.com Richard E. Wallace, Jr. RWallace@crowell.com Peter C. Condron pcondron@crowell.com Harmon Cooper mcooper@crowell.com Marie S. Dennis mdennis@crowell.com</p>	<p><u>Valero</u> Craig Nolan cnolan@sheeheyvt.com James F. Bennett jbennett@dowdbennett.com Kelly J.H. Murrie kmurrie@dowdbennett.com Meghan E. Ball mball@dowdbennett.com Erika M. Anderson eanderson@dowdbennett.com</p>

DATED at Montpelier, Vermont this 15th day of March, 2019.

Respectfully submitted,

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

By:



Robert F. McDougall
Megan Hereth
Melanie Kehne
Assistant Attorney General
Office of the Attorney General
109 State Street
Montpelier, VT 05609
(802) 828-3186
Robert.Mcdougall@vermont.gov
Megan.Hereth@vermont.gov
Melanie.Kehne@vermont.gov

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

WILLIAM E. GRIFFIN
CHIEF ASST. ATTORNEY
GENERAL



TEL: (802) 828-3171
FAX: (802) 828-3187

<http://www.ago.vermont.gov>

STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
109 STATE STREET
MONTPELIER, VT
05609-1001

VT SUPERIOR COURT
WASHINGTON CIVIL UNIT
MONTPELIER, VT

2019 MAR 15 A 8:49

FILED

March 15, 2019

Donna Waters, COM
Vermont Superior Court
Washington Civil Division
65 State Street
Montpelier, VT 05602

Re: State of Vermont v. Atlantic Richfield Company, et al.
Docket No. 340-6-14 Wncv

Dear Ms. Waters,

Enclosed is the parties *Joint Stipulation of Dismissal with Prejudice* for filing in the above captioned matter with accompanying Certificate of Service.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Hereth".

Megan Hereth
Assistant Attorney General

Enclosures

cc: counsel of record