



THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE  
BOSTON, MASSACHUSETTS 02108

ANDREA JOY CAMPBELL  
ATTORNEY GENERAL

[www.mass.gov/ago](http://www.mass.gov/ago)

(617) 727-2200

September 23, 2024

**BY EMAIL**

Nathaniel M. Lindzen, Esq.  
Law Office of Nathaniel M. Lindzen  
57 School Street  
Wayland, MA 01778  
[nlindzen@corpfraudlaw.com](mailto:nlindzen@corpfraudlaw.com)

Re: Government Accountability & Oversight, P.C. v. Massachusetts Office of the Attorney General, et al., Suffolk Superior Court, No. 2484CV11907 – Confidentiality Agreement with Sher Edling LLP

Attorney Lindzen:

On April 9, 2024, Government Accountability & Oversight, whom you represent in the above-referenced action, submitted a public records request to the Attorney General's Office ("AGO"), which included the following request for records:

2) Common Interest, engagement, retainer, pro bono, representation, non-disclosure, confidentiality, contingency and/or fee contract or *agreement(s)* that were entered into by your Office in 2023 or 2024, with or that have as a party the law firm Sher Edling, LLP.

As we have previously discussed, one potentially responsive document to that request is the November 7, 2023 Confidentiality Agreement between the AGO and Sher Edling LLP ("2023 Agreement"). As you know, the AGO initially withheld the 2023 Agreement as exempt from disclosure under the Massachusetts Public Records Law on the basis of attorney-client privilege and protected attorney work-product. Although a good faith basis exists for withholding the 2023 Agreement from disclosure, the AGO is now choosing to exercise its permissible discretion under the Public Records Law to waive those grounds with respect to the 2023 Agreement, i.e., not with respect to any other document. Enclosed please find a copy of the 2023 Agreement.

Warm Regards,

/s/ Angélica L. Durón  
Angélica L. Durón  
Assistant Attorney General

(617) 963-2367  
Angelica.Duron@mass.gov

cc: Hanne Rush, Assistant Attorney General /AGO Records Access Officer

*Encl.*



THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL  
ONE ASHBURTON PLACE  
BOSTON, MASSACHUSETTS 02108

ANDREA JOY CAMPBELL  
ATTORNEY GENERAL

(617) 727-2200  
[www.mass.gov/ago](http://www.mass.gov/ago)

*Privileged and Confidential  
Attorney Work Product*

November 7, 2023

Matthew K. Edling  
SHER EDLING LLP  
100 Montgomery St., Ste. 1410  
San Francisco CA 94104

**Re: Confidentiality Agreement**  
***Commonwealth of Massachusetts v. Exxon Mobil Corp.***  
**Case No. 1984-CV-03333-BLS1 (Super. Ct.)**

Dear Matt:

To further our discussions about potentially retaining Sher Edling LLP to provide legal services to the Office of the Attorney General or the Commonwealth of Massachusetts (AGO) in the above referenced case, please countersign this letter as acknowledgement of and agreement to the below confidentiality provision, which applies both before and after any formal retention of Sher Edling by the AGO:

**Confidentiality:** The legal services that Sher Edling will perform are confidential and may require review of proprietary and confidential information of the AGO. Sher Edling agrees to protect and maintain the confidentiality of such services and information, and not to disclose any such services or information to any other person without prior written consent of the AGO, except as required by law. Written and oral communications shall be deemed protected work product to the extent provided by law, and all documents and other material generated or prepared by Sher Edling in connection with your activities shall be deemed created at the AGO's request and shall be marked "Privileged and Confidential – Attorney Work Product."

In the event that Sher Edling is requested, pursuant to legal, judicial, or administrative process to disclose any information of the AGO, including without limitation any information obtained, created, or developed in the course of this engagement, or any analyses, summaries, or derivations thereof, Sher Edling shall immediately notify the AGO so that it may, if it chooses, seek a protective order or other appropriate remedy to protect such information from disclosure.

Sher Edling shall cooperate with the AGO in all reasonable respects in any and all efforts to protect such information from disclosure. In the event that no such protective order or other remedy is obtained, or the scope thereof is limited, Sher Edling agrees to disclose only such

information as is required to be disclosed by such process, as modified or limited by such protective order or other remedy, if any. The obligations under this paragraph shall survive the termination of this agreement.

We appreciate your assistance in this matter and look forward to meeting with you. Please indicate your agreement to the terms and conditions set forth above by countersigning below and returning the original to me, and please make a copy for your records.

Sincerely,

/s/ Paula M. McManus

Paula M. McManus

Chief Operating Officer/Acting General Counsel

**Agreed and Acknowledged:**



Matthew Edling

Date: 11/7/23