CONFIDENTIALITY AGREEMENT REGARDING CLAIMS AT THE SCHNITZER STEEL INDUSTRIES, INC.

1. This agreement ("Agreement") reflects the mutual understanding between the United States Environmental Protection Agency, the United States Department of Justice, the California Environmental Protection Agency, the California Department of Toxic Substances Control, the California Air Resources Board, the California Attorney General's Office, and the Alameda County District Attorney's Office (referred to collectively as the "Parties," and each individually as a "Party") with respect to privileges that may be asserted in potential civil enforcement actions, whether administrative or judicial, arising from violations of federal and state law at the Schnitzer Steel Industries, Inc. ("Schnitzer" or "the Company") metal shredding and recycling facility located at 1101 Embarcadero West, in Oakland, California.

2. The Parties share close and common interests in the enforcement of federal and state environmental laws at Schnitzer. The Parties accordingly agree that the sharing of information, documents, or communications by their employees, consultants, agents, and counsel will further their common enforcement goals.

3. Specifically, the Parties have been consulting with one another in anticipation of a potential enforcement action relating to Schnitzer for violations of state and federal laws, and expect consultation to continue throughout the enforcement process. The Parties expect that this consultation may lead to a joint prosecution of at least some of the claims against Schnitzer.

4. The Parties recognize and agree that all written and oral communications related to any investigations regarding violations at Schnitzer, litigation and settlement strategy related to any such violations, or any other matters related to potential judicial or administrative enforcement actions against Schnitzer are being made in anticipation of litigation.

5. The Parties do not intend through their consultations, either before or after the initiation of litigation, to waive any privileges, such as, but not limited to, attorney-client and work product privileges, which would otherwise attach to any information, documents, or communications shared among our respective agencies. The Parties specifically intend that all such privileges shall be preserved, and that privileged information, documents, or communications shall be protected from disclosure to Schnitzer or to any third party, except with respect to disclosures agreed by the Parties and disclosures that are otherwise mandated pursuant to state or federal statutes.

6. The Parties further agree to consult with each other and notify each other in writing before producing to any person not a party to this Agreement any information, documents, or communications relating to Schnitzer exchanged pursuant to this Agreement whether such production is made voluntarily, in response to any discovery request, or pursuant to any other law or regulation.

7. The Parties agree and acknowledge that the common interest privilege and confidentiality acknowledged by this Agreement is held jointly by the Parties and that none of the Parties is authorized to unilaterally waive the privilege with respect to any information, documents, or communications shared pursuant to this Agreement.

8. The Parties shall each take all necessary and appropriate measures to ensure that any person who is granted access to any confidential information, documents, or communications shared pursuant to this Agreement is familiar with the terms of this Agreement and complies with such terms as they relate to the duties of such person.

9. The Parties agree that any information, documents, or communications shared pursuant to this Agreement may not be subject to public disclosure pursuant to the federal Freedom of Information Act, 5 U.S.C.A. § 552 because they are exempt pursuant to 5 U.S.C.A. §§ 552 (b)(2), (b)(4), (b)(5), and/or (b)(7) or the California Public Records Act, California Government Code §§ 6250 *et seq.* because they are exempt pursuant to California Government Code § 6254.5(e).

10. The Parties agree that if information, documents, or communications are exchanged that are otherwise privileged, immune from disclosure or subject to another legal claim of confidentiality, the Party sending such information, documents, or communications shall identify the sender and stamp or otherwise mark each document as "privileged and confidential," and the Party receiving the information, documents, or communications shall take measures to ensure that the information, documents, or communications remain confidential, including, but not limited to: (a) maintaining such information, documents, or communications in separate files; and (b) restricting access to privileged information, documents, or communications to the receiving Party's attorneys or other legal or technical staff or consultants.

11. The Parties agree that if any Party discloses confidential information, documents, or communications shared pursuant to this Agreement with a person not entitled to receive such information, documents, or communications under this Agreement that 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. The disclosing Party shall promptly take all reasonable steps to retrieve the information, documents, or communications and notify the other Parties of the disclosure.

12. Any Party may terminate this Agreement, subject to Paragraph 13, by notifying the other Parties in writing with ten (10) business days' notice of its intention to withdraw from this Agreement. In the event a Party withdraws from this Agreement, the withdrawing Party agrees to maintain the confidentiality obligations of this Agreement. The action by one Party to withdraw from this Agreement shall not terminate the Agreement with respect to any of the other Parties or change the confidential or privileged nature of any information shared pursuant to this Agreement.

13. The confidentiality obligations established by this Agreement shall remain in full force and effect, without regard to whether the Agreement is terminated pursuant to Paragraph 12 and without regard to whether the claims are terminated by final judgment or settlement.

14. This Agreement is intended to be executed on separate signature pages.

THE UNDERSIGNED PARTIES enter into this CONFIDENTIALITY AGREEMENT REGARDING CLAIMS AT THE SCHNITZER STEEL INDUSTRIES, INC.

FOR THE UNITED STATES:

Lori B. Jonas (by D.L.) DENISE LEONG 2020.04.21 15:59:12 -07'00'

Date

Lori B. Jonas
Assistant Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, DC 20044
Phone: (202) 514-4080
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THE UNDERSIGNED PARTIES enter into this CONFIDENTIALITY AGREEMENT REGARDING CLAIMS AT THE SCHNITZER STEEL INDUSTRIES, INC.

California Environmental Protection Agency

_____ _____

Christina Morkner Brown Date
Deputy Secretary for Law Enforcement and Counsel

California Air Resources Board

_____ _____

Ellen M. Peter Date
Chief Counsel

Xavier Becerra
Attorney General of California

/S Andrew Wiener 03/26/2020

_____ _____

Andrew Wiener Date
Deputy Attorney General

THE UNDERSIGNED PARTIES enter into this CONFIDENTIALITY AGREEMENT REGARDING CLAIMS AT THE SCHNITZER STEEL INDUSTRIES, INC.

California Environmental Protection Agency

Christina Morkner Brown — Date 3/30/20
Deputy Secretary for Law Enforcement and Counsel

California Air Resources Board

Ellen M. Peter — Date
Chief Counsel

Xavier Becerra
Attorney General of California

Andrew Wiener — Date
Deputy Attorney General

THE UNDERSIGNED PARTIES enter into this CONFIDENTIALITY AGREEMENT REGARDING CLAIMS AT THE SCHNITZER STEEL INDUSTRIES, INC.

California Environmental Protection Agency

_____ _____

Christina Morkner Brown Date
Deputy Secretary for Law Enforcement and Counsel

California Air Resources Board

/s/ Ellen M. Peter **March 26, 2020**

_____ _____

Ellen M. Peter Date
Chief Counsel

Xavier Becerra
Attorney General of California

_____ _____

Andrew Wiener Date
Deputy Attorney General

THE UNDERSIGNED PARTIES enter into this CONFIDENTIALITY AGREEMENT REGARDING CLAIMS AT THE SCHNITZER STEEL INDUSTRIES, INC.

California Department of Toxic Substances Control

Amilia Gilkman
Chief Counsel

8/27/2020
Date

Nancy E. O'Malley
District Attorney of the County of Alameda

Kenneth A. Mifsud
Assistant District Attorney

4-20-20
Date