

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION NO.:
1984-CV-03333-BLS1

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

EXXON MOBIL CORPORATION,

Defendant.

Service Via E-Mail**Amended Answer**

E-FILED 10/29/21 (LAW)

Defendant Exxon Mobil Corporation (“ExxonMobil”), through its undersigned attorneys, responds to Plaintiff’s Amended Complaint as follows:

Defendant denies all allegations, except as specifically admitted. Any factual averment admitted herein is admitted only as to the specific facts and not as to any conclusion, characterization, implication, innuendo, or speculation contained in any averment or in the Amended Complaint as a whole. Headings in the Amended Complaint are not allegations and therefore do not require a response.

1. ExxonMobil denies the allegations in Paragraph 1.
2. ExxonMobil denies the allegations in Paragraph 2.
3. ExxonMobil denies the allegations in Paragraph 3, except admits that: (i) it filed suit against the Attorney General in the Northern District of Texas; (ii) this Court, and later the Supreme Judicial Court, allowed the Attorney General’s investigation to proceed; (iii) the U.S. Supreme Court denied ExxonMobil’s certiorari petition for review; and (iv) the Southern District

of New York dismissed the action filed in federal court, and ExxonMobil has appealed that decision.

4. ExxonMobil denies the allegations in Paragraph 4.

5. ExxonMobil denies the allegations in Paragraph 5.

6. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6.

7. ExxonMobil denies the allegations in Paragraph 7, and refers the Court to the document referenced by Plaintiff for its contents.

8. ExxonMobil denies the allegations in Paragraph 8.

9. ExxonMobil denies the allegations in Paragraph 9, and refers the Court to the document referenced by Plaintiff for its contents.

10. ExxonMobil denies the allegations in Paragraph 10, and refers the Court to the document referenced by Plaintiff for its contents.

11. ExxonMobil denies the allegations in Paragraph 11, and refers the Court to the document referenced by Plaintiff for its contents.

12. ExxonMobil denies the allegations in Paragraph 12.

13. ExxonMobil denies the allegations in Paragraph 13.

14. ExxonMobil denies the allegations in Paragraph 14, and refers the Court to the documents referenced by Plaintiff for their contents.

15. ExxonMobil denies the allegations in Paragraph 15, and refers the Court to the documents referenced by Plaintiff for their contents.

16. ExxonMobil denies the allegations in Paragraph 16 pertaining to Exxon and Mobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 16.

17. ExxonMobil denies the allegations in Paragraph 17.

18. ExxonMobil denies the allegations in Paragraph 18.

19. ExxonMobil denies the allegations in Paragraph 19.

20. ExxonMobil denies the allegations in Paragraph 20.

21. ExxonMobil denies the allegations in Paragraph 21.

22. ExxonMobil denies the allegations in Paragraph 22.

23. ExxonMobil denies the allegations in Paragraph 23.

24. ExxonMobil denies the allegations in Paragraph 24.

25. ExxonMobil denies the allegations in Paragraph 25 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 25.

26. ExxonMobil denies the allegations in Paragraph 26.

27. ExxonMobil denies the allegations in Paragraph 27, and refers the Court to the documents referenced by Plaintiff for their contents.

28. ExxonMobil denies the allegations in Paragraph 28 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 28.

29. ExxonMobil denies the allegations in Paragraph 29 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 29.

30. ExxonMobil denies the allegations in Paragraph 30 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 30.

31. ExxonMobil denies the allegations in Paragraph 31.

32. ExxonMobil denies the allegations in Paragraph 32.

33. ExxonMobil denies the allegations in Paragraph 33.

34. ExxonMobil denies the allegations in Paragraph 34.

35. ExxonMobil denies the allegations in Paragraph 35.

36. ExxonMobil denies the allegations in Paragraph 36.

37. ExxonMobil denies the allegations in Paragraph 37.

38. ExxonMobil denies the allegations in Paragraph 38.

39. ExxonMobil denies the allegations in Paragraph 39, and refers the Court to the document referenced by Plaintiff for its contents.

40. ExxonMobil denies the allegations in Paragraph 40, and refers the Court to the document referenced by Plaintiff for its contents.

41. ExxonMobil denies the allegations in Paragraph 41.

42. ExxonMobil denies the allegations in Paragraph 42.

43. ExxonMobil admits the allegations in Paragraph 43.

44. The allegations in Paragraph 44 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 44.

45. ExxonMobil admits the allegations in Paragraph 45.

46. ExxonMobil denies the allegations in Paragraph 46, except admits that Exxon Mobil Corporation is the corporation formed on November 30, 1999, by the merger of Exxon

(formerly the Standard Oil Company of New Jersey) and Mobil (formerly the Standard Oil Company of New York).

47. The allegations in Paragraph 47 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 47.

48. The allegations in Paragraph 48 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 48.

49. The allegations in Paragraph 49 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 49.

50. ExxonMobil denies the allegations in Paragraph 50, except admits that the Attorney General provided ExxonMobil with written notice at least five days before commencing suit.

51. ExxonMobil denies the allegations in Paragraph 51, except admits that (i) it is a large investor-owned oil and gas company, and (ii) as of December 31, 2019, the weighted average number of common shares outstanding was 4.27 billion.

52. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 52.

53. ExxonMobil denies the allegations in Paragraph 53, except admits that ExxonMobil is, in part, an integrated oil and gas company and that, among other things, ExxonMobil locates, extracts, refines, transports, markets, and sells fossil fuel products.

54. ExxonMobil denies the allegations in Paragraph 54, except admits that ExxonMobil has an upstream business segment, a downstream business segment, and a chemicals business segment.

55. ExxonMobil denies the allegations in Paragraph 55.

56. ExxonMobil denies the allegations in Paragraph 56, except admits that ExxonMobil sells oil and natural gas.

57. ExxonMobil denies the allegations in Paragraph 57.

58. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 58.

59. ExxonMobil denies the allegations in Paragraph 59.

60. ExxonMobil denies the allegations in Paragraph 60, except admits that in its 2017 10-K, ExxonMobil reported proved reserves of 21.2 billion oil-equivalent barrels and a resource base of 97 billion oil-equivalent barrels.

61. ExxonMobil denies the allegations in Paragraph 61, except admits that in its 2018 10-K, ExxonMobil reported proved reserves of 24.3 billion oil-equivalent barrels and that it had added 1.3 billion oil-equivalent barrels to its resource base that year.

62. ExxonMobil denies the allegations in Paragraph 62, except admits that in its 2019 10-K, ExxonMobil reported proved reserves of 22.4 billion oil-equivalent barrels.

63. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 63, except admits that greenhouse gas (“GHG”) emissions are believed to be among the causes of an increase in the Earth’s global average surface and ocean temperatures.

64. ExxonMobil denies the allegations in Paragraph 64.

65. ExxonMobil denies the allegations in Paragraph 65.

66. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 66.

67. ExxonMobil denies the allegations in Paragraph 67, except admits that ExxonMobil reported GHG emissions, absolute (net equity, CO₂-equivalent emissions) of 124 millions of tonnes for 2018.

68. ExxonMobil denies the allegations in Paragraph 68.

69. ExxonMobil denies the allegations in Paragraph 69.

70. ExxonMobil denies the allegations in Paragraph 70.

71. ExxonMobil denies the allegations in Paragraph 71, and refers the Court to the document referenced by Plaintiff for its contents.

72. ExxonMobil denies the allegations in Paragraph 72, and refers the Court to the document referenced by Plaintiff for its contents.

73. ExxonMobil denies the allegations in Paragraph 73, and refers the Court to the document referenced by Plaintiff for its contents.

74. ExxonMobil denies the allegations in Paragraph 74, except admits that Exxon Corporation equipped a tanker ship named the *Esso Atlantic* with equipment for an ocean and atmosphere sampling program.

75. ExxonMobil denies the allegations in Paragraph 75, and refers the Court to the document referenced by Plaintiff for its contents.

76. ExxonMobil denies the allegations in Paragraph 76, and refers the Court to the document referenced by Plaintiff for its contents.

77. ExxonMobil denies the allegations in Paragraph 77, and refers the Court to the document referenced by Plaintiff for its contents.

78. ExxonMobil denies the allegations in Paragraph 78, and refers the Court to the document referenced by Plaintiff for its contents.

79. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 79.

80. ExxonMobil denies the allegations in Paragraph 80, and refers the Court to the document referenced by Plaintiff for its contents.

81. ExxonMobil denies the allegations in Paragraph 81, and refers the Court to the document referenced by Plaintiff for its contents.

82. ExxonMobil denies the allegations in Paragraph 82, and refers the Court to the document referenced by Plaintiff for its contents.

83. ExxonMobil denies the allegations in Paragraph 83, and refers the Court to the document referenced by Plaintiff for its contents.

84. ExxonMobil denies the allegations in Paragraph 84, and refers the Court to the document referenced by Plaintiff for its contents.

85. ExxonMobil denies the allegations in Paragraph 85, and refers the Court to the document referenced by Plaintiff for its contents.

86. ExxonMobil denies the allegations in Paragraph 86, and refers the Court to the document referenced by Plaintiff for its contents.

87. ExxonMobil denies the allegations in Paragraph 87, and refers the Court to the document referenced by Plaintiff for its contents.

88. ExxonMobil denies the allegations in Paragraph 88, and refers the Court to the document referenced by Plaintiff for its contents.

89. ExxonMobil denies the allegations in Paragraph 89, and refers the Court to the document referenced by Plaintiff for its contents.

90. ExxonMobil denies the allegations in Paragraph 90, and refers the Court to the document referenced by Plaintiff for its contents.

91. ExxonMobil denies the allegations in Paragraph 91, and refers the Court to the document referenced by Plaintiff for its contents.

92. ExxonMobil denies the allegations in Paragraph 92, and refers the Court to the document referenced by Plaintiff for its contents.

93. ExxonMobil denies the allegations in Paragraph 93, and refers the Court to the document referenced by Plaintiff for its content.

94. ExxonMobil denies the allegations in Paragraph 94, and refers the Court to the document referenced by Plaintiff for its content.

95. ExxonMobil denies the allegations in Paragraph 95, and refers the Court to the document referenced by Plaintiff for its content.

96. ExxonMobil denies the allegations in Paragraph 96, and refers the Court to the document referenced by Plaintiff for its content.

97. ExxonMobil denies the allegations in Paragraph 97, except admits that Exxon and Mobil were members of the API in March 1982, and refers the Court to the document referenced by Plaintiff for its contents.

98. ExxonMobil denies the allegations in Paragraph 98, and refers the Court to the document referenced by Plaintiff for its contents.

99. ExxonMobil denies the allegations in Paragraph 99, and refers the Court to the document referenced by Plaintiff for its contents.

100. ExxonMobil denies the allegations in Paragraph 100, and refers the Court to the document referenced by Plaintiff for its contents.

101. ExxonMobil denies the allegations in Paragraph 101, and refers the Court to the document referenced by Plaintiff for its contents.

102. ExxonMobil denies the allegations in Paragraph 102, and refers the Court to the document referenced by Plaintiff for its contents.

103. ExxonMobil denies the allegations in Paragraph 103, and refers the Court to the document referenced by Plaintiff for its contents.

104. ExxonMobil denies the allegations in Paragraph 104.

105. ExxonMobil denies the allegations in Paragraph 105, and refers the Court to the document referenced by Plaintiff for its contents.

106. ExxonMobil denies the allegations in Paragraph 106, and refers the Court to the document referenced by Plaintiff for its contents.

107. ExxonMobil denies the allegations in Paragraph 107, and refers the Court to the document referenced by Plaintiff for its contents.

108. ExxonMobil denies the allegations in Paragraph 108, and refers the Court to the document referenced by Plaintiff for its contents.

109. ExxonMobil denies the allegations in Paragraph 109, and refers the Court to the document referenced by Plaintiff for its contents.

110. ExxonMobil denies the allegations in Paragraph 110, and refers the Court to the documents referenced by Plaintiff for their contents.

111. ExxonMobil denies the allegations in Paragraph 111, and refers the Court to the document referenced by Plaintiff for its contents.

112. ExxonMobil denies the allegations in Paragraph 112, and refers the Court to the document referenced by Plaintiff for its contents.

113. ExxonMobil denies the allegations in Paragraph 113, and refers the Court to the document referenced by Plaintiff for its contents.

114. ExxonMobil denies the allegations in Paragraph 114.

115. ExxonMobil denies the allegations in Paragraph 115.

116. ExxonMobil denies the allegations in Paragraph 116.

117. ExxonMobil denies the allegations in Paragraph 117.

118. ExxonMobil denies the allegations in Paragraph 118, except admits that it has worked with Edelman.

119. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 119.

120. ExxonMobil denies the allegations in Paragraph 120, and refers the Court to the document referenced by Plaintiff for its contents.

121. ExxonMobil denies the allegations in Paragraph 121, and refers the Court to the document referenced by Plaintiff for its contents.

122. ExxonMobil denies the allegations in Paragraph 122, and refers the Court to the document referenced by Plaintiff for its contents.

123. ExxonMobil denies the allegations in Paragraph 123, and refers the Court to the document referenced by Plaintiff for its contents.

124. ExxonMobil denies the allegations in Paragraph 124, and refers the Court to the document referenced by Plaintiff for its contents.

125. ExxonMobil denies the allegations in Paragraph 125, and refers the Court to the document referenced by Plaintiff for its contents.

126. ExxonMobil denies the allegations in Paragraph 126, and refers the Court to the document referenced by Plaintiff for its contents.

127. ExxonMobil denies the allegations in Paragraph 127, except admits that the Global Climate Coalition was formed in or around 1989 and at some point Exxon became a member of the Global Climate Coalition.

128. ExxonMobil denies the allegations in Paragraph 128, and refers the Court to the documents referenced by Plaintiff for their contents.

129. ExxonMobil denies the allegations in Paragraph 129, and refers the Court to the documents referenced by Plaintiff for their contents.

130. ExxonMobil denies the allegations in Paragraph 130.

131. ExxonMobil denies the allegations in Paragraph 131, and refers the Court to the document referenced by Plaintiff for its contents.

132. ExxonMobil denies the allegations in Paragraph 132, and refers the Court to the document referenced by Plaintiff for its contents.

133. ExxonMobil denies the allegations in Paragraph 133, and refers the Court to the statement referenced by Plaintiff for its contents.

134. ExxonMobil denies the allegations in Paragraph 134, and refers the Court to the document referenced by Plaintiff for its contents.

135. ExxonMobil denies the allegations in Paragraph 135, and refers the Court to the statements referenced by Plaintiff for their contents.

136. ExxonMobil denies the allegations in Paragraph 136, and refers the Court to the statements referenced by Plaintiff for their contents.

137. ExxonMobil denies the allegations in Paragraph 137, and refers the Court to the statements referenced by Plaintiff for their contents.

138. ExxonMobil denies the allegations in Paragraph 138, and refers the Court to the statements referenced by Plaintiff for their contents.

139. ExxonMobil denies the allegations in Paragraph 139.

140. ExxonMobil denies the allegations in Paragraph 140, and refers the Court to the statements referenced by Plaintiff for their contents.

141. ExxonMobil denies the allegations in Paragraph 141, and refers the Court to the statements referenced by Plaintiff for their contents.

142. ExxonMobil denies the allegations in Paragraph 142, and refers the Court to the statements referenced by Plaintiff for their contents.

143. ExxonMobil denies the allegations in Paragraph 143, and refers the Court to the document referenced by Plaintiff for its contents.

144. ExxonMobil denies the allegations in Paragraph 144, and refers the Court to the document referenced by Plaintiff for its contents.

145. ExxonMobil denies the allegations in Paragraph 145, and refers the Court to the document referenced by Plaintiff for its contents.

146. ExxonMobil denies the allegations in Paragraph 146, and refers the Court to the document referenced by Plaintiff for its contents.

147. ExxonMobil denies the allegations in Paragraph 147, and refers the Court to the document referenced by Plaintiff for its contents.

148. ExxonMobil denies the allegations in Paragraph 148, and refers the Court to the document referenced by Plaintiff for its contents.

149. ExxonMobil denies the allegations in Paragraph 149, and refers the Court to the document referenced by Plaintiff for its contents.

150. ExxonMobil denies the allegations in Paragraph 150.

151. ExxonMobil denies the allegations in Paragraph 151 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 151.

152. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 152.

153. ExxonMobil denies the allegations in Paragraph 153.

154. ExxonMobil denies the allegations in Paragraph 154, and refers the Court to the document referenced by Plaintiff for its contents.

155. ExxonMobil denies the allegations in Paragraph 155, and refers the Court to the document referenced by Plaintiff for its contents.

156. ExxonMobil denies the allegations in Paragraph 156, and refers the Court to the document referenced by Plaintiff for its contents.

157. ExxonMobil denies the allegations in Paragraph 157 to the extent the allegations concern ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 157.

158. ExxonMobil denies the allegations in Paragraph 158, and refers the Court to the document referenced by Plaintiff for its contents.

159. ExxonMobil denies the allegations in Paragraph 159.

160. ExxonMobil denies the allegations in Paragraph 160, except admits that, prior to 2005, Mobil and ExxonMobil placed opinion pieces in national publications.

161. ExxonMobil denies the allegations in Paragraph 161, and refers the Court to the statements referenced by Plaintiff for their contents.

162. ExxonMobil denies the allegations in Paragraph 162 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 162.

163. ExxonMobil denies the allegations in Paragraph 163.

164. ExxonMobil denies the allegations in Paragraph 164.

165. ExxonMobil denies the allegations in Paragraph 165.

166. ExxonMobil denies the allegations in Paragraph 166, and refers the Court to the document referenced by Plaintiff for its contents.

167. ExxonMobil denies the allegations in Paragraph 167, and refers the Court to the document referenced by Plaintiff for its contents.

168. ExxonMobil denies the allegations in Paragraph 168, and refers the Court to the documents referenced by Plaintiff for their contents.

169. ExxonMobil denies the allegations in Paragraph 169, and refers the Court to the document referenced by Plaintiff for its contents.

170. ExxonMobil denies the allegations in Paragraph 170, and refers the Court to the documents referenced by Plaintiff for their contents.

171. ExxonMobil denies the allegations in Paragraph 171, and refers the Court to the documents referenced by Plaintiff for their contents.

172. ExxonMobil denies the allegations in Paragraph 172, and refers the Court to the document referenced by Plaintiff for its contents.

173. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 173.

174. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 174.

175. ExxonMobil denies the allegations in Paragraph 175.

176. ExxonMobil denies the allegations in Paragraph 176, and refers the Court to the document referenced by Plaintiff for its contents.

177. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 177.

178. ExxonMobil denies the allegations in Paragraph 178, and refers the Court to the document referenced by Plaintiff for its contents.

179. ExxonMobil denies the allegations in Paragraph 179, and refers the Court to the document referenced by Plaintiff for its contents.

180. ExxonMobil denies the allegations in Paragraph 180.

181. ExxonMobil denies the allegations in Paragraph 181, and refers the Court to the document referenced by Plaintiff for its contents.

182. ExxonMobil denies the allegations in Paragraph 182, and refers the Court to the documents referenced by Plaintiff for their contents.

183. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 183.

184. ExxonMobil denies the allegations in Paragraph 184.

185. ExxonMobil denies the allegations in Paragraph 185.

186. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 186.

187. ExxonMobil denies the allegations in Paragraph 187, and refers the Court to the document referenced by Plaintiff for its contents.

188. ExxonMobil denies the allegations in Paragraph 188.

189. ExxonMobil denies the allegations in Paragraph 189.

190. ExxonMobil denies the allegations in Paragraph 190, and refers the Court to the document referenced by Plaintiff for its contents.

191. ExxonMobil denies the allegations in Paragraph 191, and refers the Court to the document referenced by Plaintiff for its contents.

192. ExxonMobil denies the allegations in Paragraph 192, and refers the Court to the document referenced by Plaintiff for its contents.

193. ExxonMobil denies the allegations in Paragraph 193, and refers the Court to the document referenced by Plaintiff for its contents.

194. ExxonMobil denies the allegations in Paragraph 194 generally, except admits that it provided general support to the Harvard-Smithsonian Center for Astrophysics prior to 2010.

195. ExxonMobil denies the allegations in Paragraph 195 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 195.

196. ExxonMobil denies the allegations in Paragraph 196.

197. ExxonMobil denies the allegations in Paragraph 197, and refers the Court to the statements referenced by Plaintiff for their contents.

198. ExxonMobil denies the allegations in Paragraph 198, and refers the Court to the statements referenced by Plaintiff for their contents.

199. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 199.

200. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 200.

201. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 201.

202. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 202.

203. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 203.

204. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 204.

205. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 205.

206. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 206, and refers the Court to the document referenced by Plaintiff for its contents.

207. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 207, and refers the Court to the document referenced by Plaintiff for its contents.

208. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 208, and refers the Court to the document referenced by Plaintiff for its contents.

209. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 209, and refers the Court to the document referenced by Plaintiff for its contents.

210. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 210, and refers the Court to the document referenced by Plaintiff for its contents.

211. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 211, and refers the Court to the document referenced by Plaintiff for its contents.

212. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 212, and refers the Court to the document referenced by Plaintiff for its contents.

213. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 213.

214. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 214.

215. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 215, and refers the Court to the document referenced by Plaintiff for its contents.

216. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 216, and refers the Court to the document referenced by Plaintiff for its contents.

217. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 217, and refers the Court to the document referenced by Plaintiff for its contents.

218. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 218, and refers the Court to the document referenced by Plaintiff for its contents.

219. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 219.

220. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 220.

221. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 221, and refers the Court to the document referenced by Plaintiff for its contents.

222. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 222, and refers the Court to the document referenced by Plaintiff for its contents.

223. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 223.

224. ExxonMobil denies the allegations in Paragraph 224.

225. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 225.

226. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 226.

227. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 227.

228. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 228.

229. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 229.

230. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 230.

231. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 231.

232. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 232.

233. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 233.

234. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 234.

235. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 235.

236. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 236, and refers the Court to the documents referenced by Plaintiff for their contents.

237. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 237.

238. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 238.

239. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 239.

240. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 240.

241. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 241.

242. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 242.

243. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 243.

244. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 244.

245. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 245.

246. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 246.

247. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 247.

248. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 248.

249. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 249.

250. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 250.

251. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 251.

252. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 252.

253. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 253.

254. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 254.

255. ExxonMobil denies the allegations in Paragraph 255.

256. ExxonMobil denies the allegations in Paragraph 256.

257. ExxonMobil denies the allegations in Paragraph 257, and refers the Court to the documents referenced by Plaintiff for their contents.

258. ExxonMobil denies the allegations in Paragraph 258, and refers the Court to the document referenced by Plaintiff for its contents.

259. ExxonMobil denies the allegations in Paragraph 259.

260. ExxonMobil denies the allegations in Paragraph 260, and refers the Court to the statements referenced by Plaintiff for their contents, except admits that ExxonMobil applies a proxy cost of carbon to model the effects of a wide variety of potential policies that might be adopted by governments to help stem GHG emissions on projected energy demand.

261. ExxonMobil denies the allegations in Paragraph 261.

262. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 262.

263. ExxonMobil denies the allegations in Paragraph 263 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 263.

264. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 264.

265. ExxonMobil denies the allegations in Paragraph 265.

266. ExxonMobil denies the allegations in Paragraph 266.

267. ExxonMobil denies the allegations in Paragraph 267.

268. ExxonMobil denies the allegations in Paragraph 268.

269. The allegations in Paragraph 269 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 269.

270. ExxonMobil denies the allegations in Paragraph 270.

271. ExxonMobil denies the allegations in Paragraph 271.

272. ExxonMobil denies the allegations in Paragraph 272, except admits that ExxonMobil's securities are purchased and sold in public and private capital markets.

273. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 273.

274. ExxonMobil denies the allegations in Paragraph 274, except admits that the following entities are amongst its shareholders: State Street Global Advisors (US) (“State Street”); Wellington Management Company, LLP (“Wellington”); Fidelity Management & Research Company LLC (“Fidelity”); and Boston Trust Walden Company (“Walden”).

275. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 275, except admits that (i) State Street has held shares of ExxonMobil common stock since 1999, (ii) as of December 31, 2019, State Street was the third-largest institutional investor in ExxonMobil common stock, and (iii) as of December 31, 2019, State Street held 202,281,808 shares with a total value of approximately \$14.1 billion.

276. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 276, except admits that, as of December 31, 2019, entities bearing the name Fidelity, when considered together, constituted the sixth-largest institutional investor in ExxonMobil common stock.

277. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 277, except admits (i) Wellington Management Company, LLC has held shares of ExxonMobil common stock since 1999, (ii) as of December 31, 2019, Wellington Management Company, LLC was the eighth-largest institutional investor in ExxonMobil common stock, and (iii) as of December 31, 2019, Wellington Management Company, LLC held 52,021,227 million shares of ExxonMobil stock with a total value of approximately \$3.6 billion.

278. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 278.

279. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 279.

280. ExxonMobil denies the allegations in Paragraph 280, except admits that it issues standard securities filings with the U.S. Securities and Exchange Commission, and communicates with investors through earnings calls, its annual shareholder meeting, emails, conference calls, and in-person meetings.

281. ExxonMobil denies the allegations in Paragraph 281, except admits that ExxonMobil has sold “commercial paper,” which are short-term, fixed-rate debt instruments maturing in 270 days or less, solely to sophisticated, institutional investors.

282. ExxonMobil denies the allegations in Paragraph 282.

283. ExxonMobil denies the allegations in Paragraph 283, except admits that it has offered debt instruments through registered offerings to underwriters between 2014 and the present.

284. ExxonMobil admits the allegations in Paragraph 284.

285. ExxonMobil admits the allegations in Paragraph 285.

286. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 286.

287. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 287.

288. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 288.

289. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 289, except admits that it offered debt instruments through registered offerings in 2019 and 2020.

290. ExxonMobil denies the allegations in Paragraph 290.

291. ExxonMobil denies the allegations in Paragraph 291 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 291.

292. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 292.

293. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 293.

294. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 294.

295. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 295.

296. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 296.

297. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 297, and refers the Court to the statements referenced by Plaintiff for their contents.

298. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 298, and refers the Court to the document referenced by Plaintiff for its contents.

299. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 299, and refers the Court to the document referenced by Plaintiff for its contents.

300. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 300, and refers the Court to the document referenced by Plaintiff for its contents.

301. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 301, and refers the Court to the document referenced by Plaintiff for its contents.

302. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 302, and refers the Court to the research referenced by Plaintiff for its contents.

303. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 303, and refers the Court to the document referenced by Plaintiff for its contents.

304. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 304, and refers the Court to the document referenced by Plaintiff for its contents.

305. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 305, and refers the Court to the documents referenced by Plaintiff for their contents.

306. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 306, and refers the Court to the document referenced by Plaintiff for its contents.

307. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 307, and refers the Court to the document referenced by Plaintiff for its contents.

308. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 308, and refers the Court to the document referenced by Plaintiff for its contents.

309. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 309, and refers the Court to the document referenced by Plaintiff for its contents.

310. ExxonMobil denies the allegations in Paragraph 310 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 310.

311. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 311.

312. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 312.

313. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 313.

314. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 314.

315. ExxonMobil denies the allegations in Paragraph 315 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 315.

316. ExxonMobil denies the allegations in Paragraph 316.

317. ExxonMobil denies the allegations in Paragraph 317.

318. ExxonMobil denies the allegations in Paragraph 318.

319. ExxonMobil denies the allegations in Paragraph 319.

320. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 320.

321. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 321, except admits that it has operations in California.

322. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 322, and refers the Court to the document referenced by Plaintiff for its contents.

323. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 323.

324. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 324.

325. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 325, and refers the Court to the document referenced by Plaintiff for its contents.

326. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 326.

327. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 327, and refers the Court to the document referenced by Plaintiff for its contents.

328. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 328.

329. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 329.

330. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 330.

331. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 331.

332. ExxonMobil denies the allegations in Paragraph 332.

333. ExxonMobil denies the allegations in Paragraph 333, except admits that it has made investments in hydrocarbon resources.

334. ExxonMobil denies the allegations in Paragraph 334, except admits that it is a majority owner of Imperial Oil.

335. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 335.

336. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 336.

337. ExxonMobil denies the allegations in Paragraph 337 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 337.

338. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 338.

339. ExxonMobil denies the allegations in Paragraph 339, except admits that there were declines in oil prices between January 2014 and December 2016, and in 2020.

340. ExxonMobil denies the allegations in Paragraph 340.

341. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 341, except admits that ExxonMobil offered \$12 billion in debt instruments through registered offerings in March 2016.

342. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 342, and refers the Court to the statement referenced by Plaintiff for its contents.

343. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 343, except admits that Standard and Poor's adjusted its AAA credit rating of ExxonMobil in April 2016.

344. ExxonMobil denies the allegations in Paragraph 344, and refers the Court to the document referenced by Plaintiff for its contents.

345. ExxonMobil denies the allegations in Paragraph 345, and refers the Court to the document referenced by Plaintiff for its contents, except admits that on February 22, 2017 ExxonMobil announced that it had de-booked the proved reserves for the Kearl oil sands operation.

346. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 346, and refers the Court to the document referenced by Plaintiff for its contents, except admits that S&P Global Ratings issued a negative outlook on ExxonMobil's credit on May 24, 2017.

347. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 347.

348. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 348, and refers the Court to the document referenced by Plaintiff for its contents, except admits that Moody's issued a negative outlook on ExxonMobil's credit in November 2019.

349. ExxonMobil denies the allegations in Paragraph 349 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 349.

350. ExxonMobil denies the allegations in Paragraph 350, and refers the Court to the statements referenced by Plaintiff for their contents.

351. ExxonMobil denies the allegations in Paragraph 351, except admits that ExxonMobil offered \$8.5 billion in debt instruments through registered offerings in March 2020.

352. ExxonMobil denies the allegations in Paragraph 352.

353. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 353, and refers the court to documents referenced by Plaintiff for their contents, except admits that in March 2020 S&P Global Ratings adjusted the issuer credit rating and unsecured debt ratings of ExxonMobil, and in April 2020 Moody's adjusted ExxonMobil's and its guaranteed subsidiaries' issuer and senior unsecured ratings.

354. ExxonMobil denies the allegations in Paragraph 354, and refers the Court to the statement referenced by Plaintiff for its contents.

355. ExxonMobil denies the allegations in Paragraph 355, and refers the Court to the statement referenced by Plaintiff for its contents, except admits that on May 1, 2020 it announced

an estimated first quarter 2020 loss of \$610 million driven by a \$2.9 billion noncash charge from market-related write-downs, and that the Company's revenues were down approximately 12 percent when compared to first quarter 2019 revenues.

356. ExxonMobil denies the allegations in Paragraph 356.

357. ExxonMobil denies the allegations in Paragraph 357, and refers the Court to the document referenced by Plaintiff for its contents.

358. ExxonMobil denies the allegations in Paragraph 358.

359. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 359, and refers the Court to the document referenced by Plaintiff for its contents.

360. ExxonMobil denies the allegations in Paragraph 360.

361. ExxonMobil denies the allegations in Paragraph 361.

362. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 362.

363. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 363.

364. ExxonMobil denies the allegations in Paragraph 364.

365. ExxonMobil denies the allegations in Paragraph 365, except admits that ExxonMobil's *Outlook for Energy* contains ExxonMobil's long-term views of energy supply and demand.

366. ExxonMobil denies the allegations in Paragraph 366, except admits that ExxonMobil applies a proxy cost of carbon to model the effects of a wide variety of potential

policies that might be adopted by governments to help stem GHG emissions on projected energy demand.

367. ExxonMobil denies the allegations in Paragraph 367, except admits that ExxonMobil's *Outlook for Energy* contains ExxonMobil's long-term views of energy supply and demand.

368. ExxonMobil denies the allegations in Paragraph 368, and refers the Court to the document referenced by Plaintiff for its contents.

369. ExxonMobil denies the allegations in Paragraph 369, and refers the Court to the documents referenced by Plaintiff for their contents.

370. ExxonMobil denies the allegations in Paragraph 370, and refers the Court to the documents referenced by Plaintiff for their contents.

371. ExxonMobil denies the allegations in Paragraph 371, and refers the Court to the document referenced by Plaintiff for its contents.

372. ExxonMobil denies the allegations in Paragraph 372, and refers the Court to the document referenced by Plaintiff for its contents.

373. ExxonMobil denies the allegations in Paragraph 373, and refers the Court to the document referenced by Plaintiff for its contents.

374. ExxonMobil denies the allegations in Paragraph 374, and refers the Court to the document referenced by Plaintiff for its contents.

375. ExxonMobil denies the allegations in Paragraph 375, and refers the Court to the document referenced by Plaintiff for its contents.

376. ExxonMobil denies the allegations in Paragraph 376, and refers the Court to the document referenced by Plaintiff for its contents.

377. ExxonMobil denies the allegations in Paragraph 377, and refers the Court to the documents referenced by Plaintiff for their contents.

378. ExxonMobil denies the allegations in Paragraph 378, and refers the Court to the statements referenced by Plaintiff for their contents.

379. ExxonMobil denies the allegations in Paragraph 379, and refers the Court to the statements referenced by Plaintiff for their contents.

380. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 380, and refers the Court to the document referenced by Plaintiff for its contents.

381. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 381, and refers the Court to the document referenced by Plaintiff for its contents.

382. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 382, and refers the Court to the document referenced by Plaintiff for its contents.

383. ExxonMobil denies the allegations in Paragraph 383, except admits that meetings with ExxonMobil representatives and State Street representatives took place in March and October 2017 and February 2018.

384. ExxonMobil denies the allegations in Paragraph 384.

385. ExxonMobil denies the allegations in Paragraph 385, except admits that ExxonMobil annually issues its internal Corporate Plan, which has included accompanying Dataguide Appendices.

386. ExxonMobil denies the allegations in Paragraph 386.

387. ExxonMobil denies the allegations in Paragraph 387.
388. ExxonMobil denies the allegations in Paragraph 388.
389. ExxonMobil denies the allegations in Paragraph 389.
390. ExxonMobil denies the allegations in Paragraph 390.
391. ExxonMobil denies the allegations in Paragraph 391.
392. ExxonMobil denies the allegations in Paragraph 392.
393. ExxonMobil denies the allegations in Paragraph 393.
394. ExxonMobil denies the allegations in Paragraph 394, and refers the Court to the statement referenced by Plaintiff for its contents.
395. ExxonMobil denies the allegations in Paragraph 395.
396. ExxonMobil denies the allegations in Paragraph 396, and refers the Court to the statements referenced by Plaintiff for their contents.
397. ExxonMobil denies the allegations in Paragraph 397, and refers the Court to the statement referenced by Plaintiff for its contents.
398. ExxonMobil denies the allegations in Paragraph 398, and refers the Court to the statements referenced by Plaintiff for their contents.
399. ExxonMobil denies the allegations in Paragraph 399.
400. ExxonMobil denies the allegations in Paragraph 400, and refers the Court to the document referenced by Plaintiff for its contents.
401. ExxonMobil denies the allegations in Paragraph 401.
402. ExxonMobil denies the allegations in Paragraph 402, and refers the Court to the documents referenced by Plaintiff for their contents.
403. ExxonMobil denies the allegations in Paragraph 403.

404. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 404.

405. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 405.

406. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 406, and refers the Court to the document referenced by Plaintiff for its contents.

407. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 407, and refers the Court to the document referenced by Plaintiff for its contents.

408. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 408.

409. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 409, and refers the Court to the statement referenced by Plaintiff for its contents.

410. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 410.

411. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 411.

412. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 412.

413. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 413.

414. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 414, and refers the Court to the document referenced by Plaintiff for its contents.

415. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 415, except admits that ExxonMobil did not respond to CDP's questionnaire in 2018 and 2019.

416. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 416.

417. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 417, and refers the Court to the statements referenced by Plaintiff for their contents.

418. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 418, and refers the Court to the statements referenced by Plaintiff for their contents.

419. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 419, and refers the Court to the statements referenced by Plaintiff for their contents.

420. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 420, and refers the Court to the statements referenced by Plaintiff for their contents.

421. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 421, and refers the Court to the statements referenced by Plaintiff for their contents.

422. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 422.

423. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 423.

424. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 424, and refers the Court to the statements referenced by Plaintiff for their contents.

425. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 425, and refers the Court to the statements referenced by Plaintiff for their contents.

426. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 426.

427. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 427.

428. ExxonMobil denies the allegations in Paragraph 428, and refers the Court to the statement referenced by Plaintiff for its contents.

429. ExxonMobil denies the allegations in Paragraph 429, and refers the Court to the statement for its contents.

430. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 430.

431. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 431, and refers the Court to the document referenced by Plaintiff for its contents.

432. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 432, and refers the Court to the document referenced by Plaintiff for its contents.

433. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 433, and refers the Court to the document referenced by Plaintiff for its contents.

434. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 434, and refers the Court to the document referenced by Plaintiff for its contents.

435. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 435, and refers the Court to the statements referenced by Plaintiff for their contents.

436. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 436, and refers the Court to the statements referenced by Plaintiff for their contents.

437. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 437, and refers the Court to the statements referenced by Plaintiff for their contents.

438. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 438, and refers the Court to the statements referenced by Plaintiff for their contents.

439. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 439, and refers the Court to the statements referenced by Plaintiff for their contents.

440. ExxonMobil denies the allegations in Paragraph 440.

441. ExxonMobil denies the allegations in Paragraph 441.

442. ExxonMobil denies the allegations in Paragraph 442, except admits that it communicated with investor advisory groups on various topics, including topics related to climate change.

443. ExxonMobil admits the allegations in Paragraph 443.

444. ExxonMobil denies the allegations in Paragraph 444, except admits that the Director of Environment, Social, and Governance Shareowner Engagement at Walden Asset Management was a member of the External Citizenship Advisory Panel.

445. ExxonMobil denies the allegations in Paragraph 445, except admits that ExxonMobil has had contact with the Director of Environment, Social, and Governance Shareowner Engagement at Walden Asset Management.

446. ExxonMobil denies the allegations in Paragraph 446, except admits that ExxonMobil has had contact with the Director of Environment, Social, and Governance Shareowner Engagement at Walden Asset Management.

447. ExxonMobil denies the allegations in Paragraph 447, and refers the Court to the document referenced by Plaintiff for its contents.

448. ExxonMobil denies the allegations in Paragraph 448, and refers the Court to the document referenced by Plaintiff for its contents.

449. ExxonMobil denies the allegations in Paragraph 449, and refers the Court to the document referenced by Plaintiff for its contents.

450. ExxonMobil denies the allegations in Paragraph 450, except admits that it has had meetings with Massachusetts institutional investors.

451. ExxonMobil denies the allegations in Paragraph 451, except admits that Mr. Tillerson attended a meeting in 2015 at which a representative of Fidelity was present.

452. ExxonMobil denies the allegations in Paragraph 452, except admits that Mr. Tillerson attended a meeting in 2015 at which a representative of Wellington was present.

453. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 453, and refers the Court to the summary referenced by Plaintiff for its contents.

454. ExxonMobil denies the allegations in Paragraph 454, and refers the Court to the document referenced by Plaintiff for its contents.

455. ExxonMobil denies the allegations in Paragraph 455, except admits that Mr. Tillerson attended a meeting in 2016 at which a representative of Fidelity was present.

456. ExxonMobil denies the allegations in Paragraph 456, except admits that a meeting with ExxonMobil representatives and a State Street representative took place in April 2017.

457. ExxonMobil denies the allegations in Paragraph 457, except admits that a teleconference with ExxonMobil representatives and a Wellington representative took place in April 2017.

458. ExxonMobil denies the allegations in Paragraph 458, except admits that a meeting with ExxonMobil representatives and a Wellington representative took place in May 2017.

459. ExxonMobil denies the allegations in Paragraph 459, and refers the Court to the document referenced by Plaintiff for its contents.

460. ExxonMobil denies the allegations in Paragraph 460, except admits that a meeting with ExxonMobil representatives and a Wellington representative took place in October 2017.

461. ExxonMobil denies the allegations in Paragraph 461, except admits that a meeting with ExxonMobil representatives and a Fidelity representative took place in October 2017.

462. ExxonMobil denies the allegations in Paragraph 462, except admits that a meeting with ExxonMobil representatives and State Street representatives took place in October 2017.

463. ExxonMobil denies the allegations in Paragraph 463, and refers the Court to the document referenced by Plaintiff for its contents.

464. ExxonMobil denies the allegations in Paragraph 464, except admits that a meeting with ExxonMobil representatives and State Street representatives took place in February 2018.

465. ExxonMobil denies the allegations in Paragraph 465, except admits that a meeting with ExxonMobil representatives and Wellington representatives took place in February 2018.

466. ExxonMobil denies the allegations in Paragraph 466, except admits that a meeting with ExxonMobil representatives and Wellington representatives took place in August 2018.

467. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 467, except admits that a meeting with ExxonMobil representatives and Wellington representatives took place in November 2018.

468. ExxonMobil denies the allegations in Paragraph 468, and refers the Court to the statements for their contents, except admits that ExxonMobil held its annual shareholder meeting on May 29, 2019.

469. ExxonMobil denies the allegations in Paragraph 469.

470. ExxonMobil denies the allegations in Paragraph 470.

471. ExxonMobil denies the allegations in Paragraph 471, and refers the Court to the documents for their contents.

472. ExxonMobil denies the allegations in Paragraph 472.

473. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 473.

474. ExxonMobil denies the allegations in Paragraph 474.

475. ExxonMobil denies the allegations in Paragraph 475.

476. ExxonMobil denies the allegations in Paragraph 476.

477. ExxonMobil denies the allegations in Paragraph 477.

478. ExxonMobil denies the allegations in Paragraph 478.

479. ExxonMobil denies the allegations in Paragraph 479, and refers the Court to the document referenced by Plaintiff for its contents.

480. ExxonMobil denies the allegations in Paragraph 480, and refers the Court to the document referenced by Plaintiff for its contents.

481. ExxonMobil denies the allegations in Paragraph 481.

482. ExxonMobil denies the allegations in Paragraph 482.

483. ExxonMobil denies the allegations in Paragraph 483.

484. ExxonMobil denies the allegations in Paragraph 484.

485. ExxonMobil denies the allegations in Paragraph 485 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 485.

486. ExxonMobil denies the allegations in Paragraph 486.

487. ExxonMobil denies the allegations in Paragraph 487.

488. ExxonMobil denies the allegations in Paragraph 488, and denies knowledge or information sufficient to form a belief as to the truth of the allegations relating to the projections of other energy companies and the activities of investors, analysts, and other market participants.

489. ExxonMobil denies the allegations in Paragraph 489.

490. ExxonMobil denies the allegations in Paragraph 490.

491. ExxonMobil denies the allegations in Paragraph 491, and refers the Court to the document referenced by Plaintiff for its contents.

492. ExxonMobil denies the allegations in Paragraph 492, and refers the Court to the document referenced by Plaintiff for its contents.

493. ExxonMobil denies the allegations in Paragraph 493, and refers the Court to the document referenced by Plaintiff for its contents.

494. ExxonMobil denies the allegations in Paragraph 494, except admits that ExxonMobil issued *Energy and Climate* in 2014, and refers the Court to the document for its contents.

495. ExxonMobil denies the allegations in Paragraph 495, and refers the Court to the document referenced by Plaintiff for its contents.

496. ExxonMobil denies the allegations in Paragraph 496.

497. ExxonMobil denies the allegations in Paragraph 497.

498. ExxonMobil denies the allegations in Paragraph 498, and refers the Court to the document referenced by Plaintiff for its contents.

499. ExxonMobil denies the allegations in Paragraph 499, and refers the Court to the document referenced by Plaintiff for its contents.

500. ExxonMobil denies the allegations in Paragraph 500, and refers the Court to the document referenced by Plaintiff for its contents.

501. ExxonMobil denies the allegations in Paragraph 501 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 501.

502. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 502.

503. ExxonMobil denies the allegations in Paragraph 503.

504. ExxonMobil denies the allegations in Paragraph 504, and refers the Court to the document referenced by Plaintiff for its contents.

505. ExxonMobil denies the allegations in Paragraph 505, and refers the Court to the document referenced by Plaintiff for its contents.

506. ExxonMobil denies the allegations in Paragraph 506, and refers the Court to the document referenced by Plaintiff for its contents.

507. ExxonMobil denies the allegations in Paragraph 507, and refers the Court to the documents referenced by Plaintiff for their contents.

508. ExxonMobil denies the allegations in Paragraph 508, and refers the Court to the documents referenced by Plaintiff for their contents.

509. ExxonMobil denies the allegations in Paragraph 509, and refers the Court to the documents referenced by Plaintiff for their contents.

510. ExxonMobil denies the allegations in Paragraph 510, and refers the Court to the documents referenced by Plaintiff for their contents.

511. ExxonMobil denies the allegations in Paragraph 511, and refers the Court to the documents referenced by Plaintiff for their contents.

512. ExxonMobil denies the allegations in Paragraph 512, and refers the Court to the documents referenced by Plaintiff for their contents.

513. ExxonMobil denies the allegations in Paragraph 513, and refers the Court to the documents referenced by Plaintiff for their contents.

514. ExxonMobil denies the allegations in Paragraph 514, and refers the Court to the statements referenced by Plaintiff for their contents.

515. ExxonMobil denies the allegations in Paragraph 515, and refers the Court to the statements referenced by Plaintiff for their contents.

516. ExxonMobil denies the allegations in Paragraph 516, and refers the Court to the statements referenced by Plaintiff for their contents.

517. ExxonMobil denies the allegations in Paragraph 517, except admits that it did not file reports with CDP in 2018, 2019, and 2020.

518. ExxonMobil denies the allegations in Paragraph 518, and refers the Court to the documents referenced by Plaintiff for their contents.

519. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 519.

520. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 520, and refers the Court to the document referenced by Plaintiff for its contents.

521. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 521, and refers the Court to the document referenced by Plaintiff for its contents.

522. ExxonMobil denies the allegations in Paragraph 522.

523. The allegations in Paragraph 523 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 523.

524. ExxonMobil denies the allegations in Paragraph 524.

525. ExxonMobil denies the allegations in Paragraph 525.

526. ExxonMobil denies the allegations in Paragraph 526.

527. ExxonMobil denies the allegations in Paragraph 527.

528. ExxonMobil denies the allegations in Paragraph 528 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 528.

529. ExxonMobil denies the allegations in Paragraph 529.

530. ExxonMobil denies the allegations in Paragraph 530.

531. ExxonMobil denies the allegations in Paragraph 531.

532. ExxonMobil denies the allegations in Paragraph 532.

533. ExxonMobil denies the allegations in Paragraph 533.

534. ExxonMobil denies the allegations in Paragraph 534.

535. ExxonMobil denies the allegations in Paragraph 535.

536. ExxonMobil denies the allegations in Paragraph 536.

537. ExxonMobil denies the allegations in Paragraph 537.

538. ExxonMobil denies the allegations in Paragraph 538.
539. ExxonMobil denies the allegations in Paragraph 539.
540. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 540.
541. ExxonMobil denies the allegations in Paragraph 541.
542. ExxonMobil denies the allegations in Paragraph 542, except admits that Exxon- or Mobil-branded products are sold in Massachusetts.
543. ExxonMobil denies the allegations in Paragraph 543.
544. ExxonMobil denies the allegations in Paragraph 544, except admits that Exxon- or Mobil-branded fossil fuel products have been sold in Massachusetts.
545. ExxonMobil denies the allegations in Paragraph 545, except admits that Exxon- or Mobil-branded products are sold at Exxon- or Mobil-branded service stations in Massachusetts.
546. ExxonMobil denies the allegations in Paragraph 546, except admits that ExxonMobil Oil Corporation is an indirect subsidiary of Exxon Mobil Corporation registered as a foreign corporation in Massachusetts, and that ExxonMobil Pipeline Company is an indirectly wholly owned subsidiary of Exxon Mobil Corporation registered as a foreign corporation in Massachusetts that operates a fuels terminal in Everett, Massachusetts.
547. ExxonMobil denies the allegations in Paragraph 547.
548. ExxonMobil denies the allegations in Paragraph 548, except admits that its website provides a user the capability to search for service stations.
549. ExxonMobil denies the allegations in Paragraph 549.
550. ExxonMobil admits the allegations in Paragraph 550.

551. ExxonMobil denies the allegations in Paragraph 551, except admits that Exxon- and Mobil-branded service stations purchase gasoline from wholesalers, who create ExxonMobil-branded gasoline by combining unbranded gasoline with ExxonMobil-approved additives obtained from a third-party supplier pursuant to brand guidelines.

552. ExxonMobil denies the allegations in Paragraph 552, and refers the Court to the agreement referenced by Plaintiff for its contents.

553. ExxonMobil denies the allegations in Paragraph 553, except admits that Global Partners LP (“Global”) is a BFA Holder, and refers the Court to the agreements referenced by Plaintiff for their contents.

554. ExxonMobil denies the allegations in Paragraph 554, and refers the Court to the agreements referenced by Plaintiff for their contents.

555. ExxonMobil denies the allegations in Paragraph 555, except admits that the Rewards+ app provides users the capability to purchase products at Exxon- and Mobil-branded service stations using the app.

556. ExxonMobil denies the allegations in Paragraph 556.

557. ExxonMobil denies the allegations in Paragraph 557.

558. ExxonMobil denies the allegations in Paragraph 558, except admits that the ExxonMobil Smart Card offers perks, including discounts on fuel purchased at Exxon- and Mobil-branded service stations to cardholders in the United States and its territories.

559. ExxonMobil denies the allegations in Paragraph 559.

560. ExxonMobil denies the allegations in Paragraph 560, except admits that participating Exxon- and Mobil-branded service stations sell gift cards that can be used to purchase authorized products at Exxon- and Mobil-branded service stations.

561. ExxonMobil denies the allegations in Paragraph 561, and refers the Court to the Rewards+ app referenced by Plaintiff for its contents.

562. ExxonMobil denies the allegations in Paragraph 562, except admits that the Rewards+ app contains statements about Synergy fuel technology.

563. ExxonMobil denies the allegations in Paragraph 563, and refers the Court to the statements referenced by Plaintiff for their contents.

564. ExxonMobil denies the allegations in Paragraph 564.

565. ExxonMobil denies the allegations in Paragraph 565, and refers the Court to the document referenced by Plaintiff for its contents.

566. ExxonMobil denies the allegations in Paragraph 566, and refers the Court to the documents referenced by Plaintiff for their contents.

567. ExxonMobil denies the allegations in Paragraph 567, except admits that Mobil-branded engine lubricants are sold by retailers in the Commonwealth.

568. ExxonMobil denies the allegations in Paragraph 568, except admits that its website provides a user the capability to search for retailers that sell Mobil-branded products.

569. ExxonMobil denies the allegations in Paragraph 569.

570. ExxonMobil denies the allegations in Paragraph 570.

571. ExxonMobil denies the allegations in Paragraph 571, except admits that advertisements for Mobil-branded motor oil and vehicle lubricants have been run on the radio and in print advertisements in *The Boston Globe* and *Lowell Sun*.

572. ExxonMobil denies the allegations in Paragraph 572, and refers the Court to the document referenced by Plaintiff for its contents.

573. ExxonMobil denies the allegations in Paragraph 573.

574. ExxonMobil denies the allegations in Paragraph 574, except admits that it has worked with Weber Shandwick.

575. ExxonMobil denies the allegations in Paragraph 575, except admits that it has worked with Weber Shandwick.

576. ExxonMobil denies the allegations in Paragraph 576, and refers the Court to the document referenced by Plaintiff for its contents.

577. ExxonMobil denies the allegations in Paragraph 577.

578. ExxonMobil denies the allegations in Paragraph 578.

579. ExxonMobil denies the allegations in Paragraph 579.

580. ExxonMobil denies the allegations in Paragraph 580.

581. ExxonMobil denies the allegations in Paragraph 581.

582. ExxonMobil denies the allegations in Paragraph 582.

583. ExxonMobil denies the allegations in Paragraph 583.

584. ExxonMobil denies the allegations in Paragraph 584.

585. ExxonMobil denies the allegations in Paragraph 585.

586. ExxonMobil admits the allegations in Paragraph 586.

587. ExxonMobil denies the allegations in Paragraph 587, and refers the Court to the webpage referenced by Plaintiff for its contents.

588. ExxonMobil denies the allegations in Paragraph 588, and refers the Court to the webpage referenced by Plaintiff for its contents.

589. ExxonMobil denies the allegations in Paragraph 589, and refers the Court to the webpage referenced by Plaintiff for its contents.

590. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 590.

591. ExxonMobil denies the allegations in Paragraph 591, and refers the Court to the statements referenced by Plaintiff for their contents.

592. ExxonMobil denies the allegations in Paragraph 592, and refers the Court to the webpage referenced by Plaintiff for its contents.

593. ExxonMobil denies the allegations in Paragraph 593, and refers the Court to the statements referenced by Plaintiff for their contents.

594. ExxonMobil denies the allegations in Paragraph 594, and refers the Court to the statements referenced by Plaintiff for their contents.

595. ExxonMobil denies the allegations in Paragraph 595, and refers the Court to the webpage referenced by Plaintiff for its contents.

596. ExxonMobil denies the allegations in Paragraph 596.

597. ExxonMobil denies the allegations in Paragraph 597.

598. ExxonMobil denies the allegations in Paragraph 598.

599. ExxonMobil denies the allegations in Paragraph 599.

600. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 600.

601. ExxonMobil denies the allegations in Paragraph 601.

602. ExxonMobil denies the allegations in Paragraph 602, except admits that between April 2018 and March 2019 ExxonMobil vented or flared 12 billion cubic feet of gas in the Permian basin, and denies knowledge or information sufficient to form a belief as to the truth of

the allegations regarding other companies' flaring of gas in Texas in 2019 and as to the last sentence of Paragraph 602.

603. ExxonMobil denies the allegations in Paragraph 603.

604. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 604, and refers the Court to the document referenced by Plaintiff for its contents.

605. ExxonMobil denies the allegations in Paragraph 605, and refers the Court to the documents referenced by Plaintiff for their contents.

606. ExxonMobil denies the allegations in Paragraph 606, and refers the Court to the documents referenced by Plaintiff for their contents.

607. ExxonMobil denies the allegations in Paragraph 607, and refers the Court to the documents referenced by Plaintiff for their contents.

608. ExxonMobil denies the allegations in Paragraph 608.

609. ExxonMobil denies the allegations in Paragraph 609, except admits that Mobil is a synthetic oil used for engine lubrication and synthetic oils are typically extracted from petroleum, including crude oil and its byproducts.

610. ExxonMobil denies the allegations in Paragraph 610.

611. ExxonMobil denies the allegations in Paragraph 611, and refers the Court to the webpage referenced by Plaintiff for its contents.

612. ExxonMobil denies the allegations in Paragraph 612, except admits that videos regarding Mobil 1 motor oil can be viewed on YouTube.

613. ExxonMobil denies the allegations in Paragraph 613, and refers the Court to the video referenced by Plaintiff for its contents.

614. ExxonMobil denies the allegations in Paragraph 614, and refers the Court to the video referenced by Plaintiff for its contents.

615. ExxonMobil denies the allegations in Paragraph 615, and refers the Court to the documents referenced by Plaintiff for their contents.

616. ExxonMobil denies the allegations in Paragraph 616, except admits that the 2018 Earth Day Drive Away sweepstakes promotion was a nationwide campaign with Walmart.

617. ExxonMobil denies the allegations in Paragraph 617.

618. ExxonMobil denies the allegations in Paragraph 618.

619. ExxonMobil denies the allegations in Paragraph 619.

620. ExxonMobil denies the allegations in Paragraph 620.

621. ExxonMobil denies the allegations in Paragraph 621.

622. ExxonMobil denies the allegations in Paragraph 622.

623. ExxonMobil denies the allegations in Paragraph 623.

624. ExxonMobil denies the allegations in Paragraph 624.

625. ExxonMobil denies the allegations in Paragraph 625.

626. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 626.

627. ExxonMobil denies the allegations in Paragraph 627, and refers the Court to the materials referenced by Plaintiff for their contents.

628. ExxonMobil denies the allegations in Paragraph 628.

629. ExxonMobil denies the allegations in Paragraph 629, and refers the Court to the document referenced by Plaintiff for its contents.

630. ExxonMobil denies the allegations in Paragraph 630.

631. ExxonMobil denies the allegations in Paragraph 631.

632. ExxonMobil denies the allegations in Paragraph 632.

633. ExxonMobil denies the allegations in Paragraph 633.

634. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 634.

635. ExxonMobil denies the allegations in Paragraph 635.

636. ExxonMobil denies the allegations in Paragraph 636.

637. ExxonMobil denies the allegations in Paragraph 637.

638. ExxonMobil denies the allegations in Paragraph 638.

639. ExxonMobil denies the allegations in Paragraph 639.

640. ExxonMobil denies the allegations in Paragraph 640, and refers the Court to the documents referenced by Plaintiff for their contents.

641. ExxonMobil denies the allegations in Paragraph 641, and refers the Court to the video referenced by Plaintiff for its contents.

642. ExxonMobil denies the allegations in Paragraph 642.

643. ExxonMobil denies the allegations in Paragraph 643, and refers the Court to the video referenced by Plaintiff for its contents.

644. ExxonMobil denies the allegations in Paragraph 644.

645. ExxonMobil denies the allegations in Paragraph 645, except admits that it has placed advertisements in *The New York Times*.

646. ExxonMobil denies the allegations in Paragraph 646.

647. ExxonMobil denies the allegations in Paragraph 647.

648. ExxonMobil denies the allegations in Paragraph 648.

649. ExxonMobil denies the allegations in Paragraph 649, and refers the Court to the documents referenced by Plaintiff for their contents.

650. ExxonMobil denies the allegations in Paragraph 650.

651. ExxonMobil denies the allegations in Paragraph 651, and refers the Court to the document referenced by Plaintiff for its contents.

652. ExxonMobil denies the allegations in Paragraph 652, and refers the Court to the document referenced by Plaintiff for its contents.

653. ExxonMobil denies the allegations in Paragraph 653, and refers the Court to the video referenced by Plaintiff for its contents.

654. ExxonMobil denies the allegations in Paragraph 654, and refers the Court to the video referenced by Plaintiff for its contents.

655. ExxonMobil denies the allegations in Paragraph 655, and refers the Court to the documents referenced by Plaintiff for their contents.

656. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 656.

657. ExxonMobil denies the allegations in Paragraph 657, except admits that a meeting between ExxonMobil representatives and Wellington representatives took place in October 2017.

658. ExxonMobil denies the allegations in Paragraph 658.

659. ExxonMobil denies the allegations in Paragraph 659.

660. ExxonMobil denies the allegations in Paragraph 660, and refers the Court to the documents referenced by Plaintiff for their contents.

661. ExxonMobil denies the allegations in Paragraph 661, and refers the Court to the document referenced by Plaintiff for its contents.

662. ExxonMobil denies the allegations in Paragraph 662, and refers the Court to the document referenced by Plaintiff for its contents.

663. ExxonMobil denies the allegations in Paragraph 663 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 663.

664. ExxonMobil denies the allegations in Paragraph 664.

665. ExxonMobil denies the allegations in Paragraph 665.

666. ExxonMobil denies the allegations in Paragraph 666, and refers the Court to the document referenced by Plaintiff for its contents.

667. ExxonMobil denies the allegations in Paragraph 667, except admits that it is a member of American Fuel and Petrochemical Manufacturers (“AFPM”), and that AFPM’s board has included representatives from ExxonMobil.

668. ExxonMobil denies the allegations in Paragraph 668, and refers the Court to the document referenced by Plaintiff for its contents.

669. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 669.

670. ExxonMobil denies the allegations in Paragraph 670.

671. ExxonMobil denies the allegations in Paragraph 671.

672. ExxonMobil denies the allegations in Paragraph 672 pertaining to ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 672.

673. ExxonMobil denies the allegations in Paragraph 673, except it admits it began publishing the *Corporate Citizenship Report* in 2002.

674. ExxonMobil denies the allegations in Paragraph 674, except it admits it publishes the *Corporate Citizenship Report* and the *Sustainability Report*, and refers the Court to those documents referenced by Plaintiff for their contents.

675. ExxonMobil denies the allegations in Paragraph 675, and refers the Court to the documents referenced by Plaintiff for their contents.

676. ExxonMobil denies the allegations in Paragraph 676.

677. ExxonMobil denies the allegations in Paragraph 677.

678. ExxonMobil denies the allegations in Paragraph 678, and refers the Court to the document referenced by Plaintiff for its contents.

679. ExxonMobil denies the allegations in Paragraph 679, and refers the Court to the document referenced by Plaintiff for its contents.

680. ExxonMobil denies the allegations in Paragraph 680, and refers the Court to the document referenced by Plaintiff for its contents.

681. ExxonMobil denies the allegations in Paragraph 681, and refers the Court to the documents referenced by Plaintiff for their contents.

682. ExxonMobil denies the allegations in Paragraph 682 concerning ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 682.

683. ExxonMobil denies the allegations in Paragraph 683, and refers the Court to the documents referenced by Plaintiff for their contents.

684. ExxonMobil denies the allegations in Paragraph 684, and refers the Court to the document referenced by Plaintiff for its contents.

685. ExxonMobil denies the allegations in Paragraph 685, and refers the Court to the document referenced by Plaintiff for its contents.

686. ExxonMobil denies the allegations in Paragraph 686, and refers the Court to the documents referenced by Plaintiff for their contents.

687. ExxonMobil denies the allegations in Paragraph 687.

688. ExxonMobil denies the allegations in Paragraph 688.

689. ExxonMobil denies the allegations in Paragraph 689, and refers the Court to the document referenced by Plaintiff for its contents.

690. ExxonMobil denies the allegations in Paragraph 690 concerning ExxonMobil, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

691. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 691.

692. ExxonMobil denies the allegations in Paragraph 692, and refers the Court to the documents referenced by Plaintiff for their contents.

693. ExxonMobil denies the allegations in Paragraph 693, and refers the Court to the documents referenced by Plaintiff for their contents.

694. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 694.

695. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 695.

696. ExxonMobil denies the allegations in Paragraph 696.

697. ExxonMobil denies the allegations in Paragraph 697.

698. ExxonMobil denies the allegations in Paragraph 698.
699. ExxonMobil denies the allegations in Paragraph 699.
700. ExxonMobil denies the allegations in Paragraph 700.
701. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 701.
702. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 702.
703. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 703.
704. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 704.
705. ExxonMobil denies the allegations in Paragraph 705, and refers the Court to the document referenced by Plaintiff for its contents, except it admits that it is a member of the International Petroleum Industry Environmental Conservation Association.
706. ExxonMobil denies the allegations in Paragraph 706, except admits that it has performed analyses on the Company's marketing.
707. ExxonMobil denies the allegations in Paragraph 707, and refers the Court to the document referenced by Plaintiff for its contents.
708. ExxonMobil denies the allegations in Paragraph 708.
709. ExxonMobil denies the allegations in Paragraph 709.
710. ExxonMobil denies the allegations in Paragraph 710.
711. ExxonMobil denies the allegations in Paragraph 711.

712. The allegations in Paragraph 712 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 712.

713. ExxonMobil denies the allegations in Paragraph 713.

714. ExxonMobil denies the allegations in Paragraph 714.

715. ExxonMobil denies the allegations in Paragraph 715.

716. ExxonMobil denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 716.

717. ExxonMobil denies the allegations in Paragraph 717.

718. ExxonMobil denies the allegations in Paragraph 718.

719. ExxonMobil denies the allegations in Paragraph 719.

720. ExxonMobil denies the allegations in Paragraph 720.

721. ExxonMobil incorporates, as if set forth in full, its responses to the preceding Paragraphs of the Amended Complaint.

722. The allegations in Paragraph 722 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 722.

723. The allegations in Paragraph 723 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 723.

724. The allegations in Paragraph 724 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 724.

725. The allegations in Paragraph 725 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 725.

726. The allegations in Paragraph 726 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 726.

727. The allegations in Paragraph 727 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 727.

728. The allegations in Paragraph 728 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 728.

729. The allegations in Paragraph 729 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 729.

730. The allegations in Paragraph 730 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 730.

731. The allegations in Paragraph 731 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 731.

732. The allegations in Paragraph 732 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 732.

733. The allegations in Paragraph 733 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 733.

734. ExxonMobil incorporates, as if set forth in full, its responses to the preceding Paragraphs of the Amended Complaint.

735. ExxonMobil denies the allegations in Paragraph 735.

736. ExxonMobil denies the allegations in Paragraph 736.

737. ExxonMobil denies the allegations in Paragraph 737.

738. ExxonMobil denies the allegations in Paragraph 738.

739. ExxonMobil denies the allegations in Paragraph 739.

740. ExxonMobil denies the allegations in Paragraph 740.

741. ExxonMobil denies the allegations in Paragraph 741.

742. ExxonMobil denies the allegations in Paragraph 742.

743. ExxonMobil denies the allegations in Paragraph 743.

744. ExxonMobil denies the allegations in Paragraph 744.

745. The allegations in Paragraph 745 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 745.

746. The allegations in Paragraph 746 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 746.

747. ExxonMobil incorporates, as if set forth in full, its responses to the preceding Paragraphs of the Amended Complaint.

748. ExxonMobil denies the allegations in Paragraph 748.

749. ExxonMobil denies the allegations in Paragraph 749.

750. ExxonMobil denies the allegations in Paragraph 750.

751. ExxonMobil denies the allegations in Paragraph 751.

752. ExxonMobil denies the allegations in Paragraph 752.

753. ExxonMobil denies the allegations in Paragraph 753.

754. ExxonMobil denies the allegations in Paragraph 754.

755. ExxonMobil denies the allegations in Paragraph 755.

756. ExxonMobil denies the allegations in Paragraph 756.

757. ExxonMobil denies the allegations in Paragraph 757.

758. ExxonMobil denies the allegations in Paragraph 758.

759. The allegations in Paragraph 759 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 759.

760. The allegations in Paragraph 760 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 760.

761. ExxonMobil incorporates, as if set forth in full, its responses to the preceding Paragraphs of the Amended Complaint.

762. ExxonMobil denies the allegations in Paragraph 762.

763. ExxonMobil denies the allegations in Paragraph 763.

764. ExxonMobil denies the allegations in Paragraph 764.

765. ExxonMobil denies the allegations in Paragraph 765.

766. ExxonMobil denies the allegations in Paragraph 766.

767. ExxonMobil denies the allegations in Paragraph 767.

768. ExxonMobil denies the allegations in Paragraph 768.

769. The allegations in Paragraph 769 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 769.

770. The allegations in Paragraph 770 contain legal conclusions to which no response is required. To the extent a response is required, ExxonMobil denies the allegations in Paragraph 770.

ExxonMobil denies any remaining allegations contained in the Amended Complaint, including any allegations or claims for relief set forth in the preamble, prayer for relief, unnumbered headings or titles, appendices, or exhibits which are not otherwise expressly and specifically admitted heretofore in this Answer as being true.

SEPARATE DEFENSES

Without assuming any burden of proof it would not otherwise bear, ExxonMobil asserts the following defenses. By listing a defense here, ExxonMobil in no way concedes that it bears the burden of proving any fact, issue, or element of a cause of action (or any burden) where such

burden properly belongs to Plaintiff. ExxonMobil reserves the right to assert further defenses as the case proceeds.

I. The Risks of Climate Change Have Been Well Known to Massachusetts and the General Public for Decades

1. For more than six decades, climate change has been urgently discussed by government officials and the mainstream media. Nathaniel Rich, *Losing Earth: The Decade We Almost Stopped Climate Change*, N.Y. Times Magazine (Aug. 1, 2018).¹ As early as 1958, “one of the most popular educational film series in American history” aired a film on primetime television that warned “‘man may be unwittingly changing the world’s climate’ through the release of carbon dioxide.” *Id.* In the years that followed, every president from John F. Kennedy onwards has “debated the merits of acting on climate policy.” *Id.* That list of presidents includes Lyndon B. Johnson, who told Congress in 1965 that his generation had “altered the composition of the atmosphere on a global scale” in part from “a steady increase in carbon dioxide from the burning of fossil fuels.”²

2. The federal government began devoting particularly serious attention to climate change policy in the “late 1970’s.” *Massachusetts v. E.P.A.*, 549 U.S. 497, 507 (2007).

3. One of the leaders of this early effort was Paul Tsongas, a Massachusetts politician who held office in both the House of Representatives and the Senate in the 1970s and ’80s. Early in his tenure as a congressman, Mr. Tsongas held a hearing about the “Constraints on Coal Development.”³ The hearing concerned, among other things, the “fundamental question as to whether we can burn all our oil, natural gas, and coal without causing abiding changes in the

¹ <https://www.nytimes.com/interactive/2018/08/01/magazine/climate-change-losing-earth.html>.

² President Lyndon Baines Johnson, Special Message to the Congress on Conservation and Restoration of Natural Beauty, February 8, 1965, 1 Pub. Papers 54, 155-65 (1966), available at <http://www.lbjlibrary.net/collections/selected-speeches/1965/02-08-1965.html>.

³ *Oversight Hearing on Constraints on Coal Development, Before the Subcomm. on Energy and the Env’t of the Comm. on Interior and Insular Affs.*, 95th Cong., 1st Sess. 2 (1977).

world's climate.”⁴ Later, as a senator, Mr. Tsongas held the “first congressional hearing on carbon-dioxide buildup in the atmosphere.” Nathaniel Rich, *Losing Earth: The Decade We Almost Stopped Climate Change*, N.Y. Times Magazine (Aug. 1, 2018).

4. In recent decades, Massachusetts elected officials have continued to evince their knowledge of the risks of climate change. For example, in 2003, the Attorney General filed suit on behalf of the Commonwealth to compel the Environmental Protection Agency (“EPA”) to regulate GHG emissions under the Clean Air Act. *See Massachusetts*, 549 U.S. at 510-11, 514. At Massachusetts’s invitation, the Supreme Court ultimately resolved the case by holding that “[t]he harms associated with climate change are serious and well recognized” and confirming EPA’s authority to regulate GHG emissions. *Id.* at 521.

5. Massachusetts also demonstrated its awareness of climate change risks when it enacted the Global Warming Solutions Act of 2008 (the “GWS Act”). *See Kain v. Dep’t of Env’tl. Protection*, 474 Mass. 278, 281 (2016). The GWS Act was passed in response to “perceptions in the Commonwealth that national and international efforts to reduce those emissions [we]re inadequate.” *See id.*

II. Massachusetts Has Recognized Over the Last Two Decades that Oil and Natural Gas Are Essential to Modern Life

6. The ideology espoused by the Attorney General in this case does not conform with the Commonwealth’s actual policies on oil and natural gas. On the one hand, the Attorney General insists that society must “rapidly transition[] away from fossil fuel use” to exclusive reliance on renewables. Am. Compl. ¶ 663; *see also id.* ¶¶ 497, 693, 718, 720. On the other hand, the Commonwealth has significantly increased its use of natural gas as a source of energy over the past two decades. In fact, the Commonwealth has encouraged and benefited from ExxonMobil’s

⁴ *Id.*

production and promotion of fossil fuel products. And when certain Massachusetts residents demanded that the Commonwealth set binding GHG emission targets, the Attorney General resisted that effort in court. Thus, in practice, the Commonwealth has acted in accordance with ExxonMobil's position that, to meet growing energy demand, "none of our energy options should be arbitrarily denied, dismissed, penalized or promoted." ExxonMobil, *2014 Outlook for Energy: A View to 2040*, at 50, available at <https://www.slideshare.net/MarcellusDN/exxonmobils-2014-the-outlook-for-energy-a-view-to-2040>.

A. The Attorney General Defended the Commonwealth's Refusal to Set GHG Emissions Targets

7. After the passage of the GWS Act, the Massachusetts Department of Environmental Protection (the "DEP") refused to set binding limits for sources that emit GHG emissions. *See Kain*, 474 Mass. at 290.

8. A group of Massachusetts residents sued the DEP "seeking the issuance of regulations . . . to limit greenhouse gas emissions in the Commonwealth." *Id.* at 279.

9. The Attorney General defended the DEP in court, arguing that the DEP was only required "to establish aspirational targets" for GHG emissions. *Id.* at 285. According to the Attorney General, this position did not contradict its responsibility to help address the risks of climate change. *See* Brief for Defendant-Appellee at *2, *Kain v. Dep't of Env'tl. Protection*, 2015 WL 8546978 (Mass. Nov. 25, 2015). Lest there be any doubt about the Commonwealth's climate policy bona fides, the Attorney General claimed that the Commonwealth had for five years in a row "secured the top ranking among the states from the American Council for an Energy Efficient Economy." *Id.* at *2 n.2. In addition, the Attorney General noted that Massachusetts had been credited as having some of "the most active climate work in the country." *Id.*

10. The Supreme Judicial Court of Massachusetts rejected the Attorney General’s position in *Kain v. Department of Environmental Protection*. The Court held that the GWS Act “unambiguous[ly]” required the DEP “to promulgate regulations establishing binding limits on [] emissions.” *Kain*, 474 Mass. at 287. The court also observed that the Attorney General’s arguments to the contrary “would tend to undermine the act’s central purpose of reducing emissions in the Commonwealth.” *Id.*

B. Massachusetts Has Recently Adopted Policies to Promote Natural Gas

11. Massachusetts’s 2010 emissions-reduction plan advocated a “shift[] toward natural gas”—which it described as a “cleaner fossil fuel[]”—to “act as a bridge to a clean energy future” and to continue to supply electricity through at least 2050. *See* Exec. Off. of Energy & Env’tl. Affs., Massachusetts Clean Energy and Climate Plan for 2020 at 39, 47, 89, 101 (Dec. 29, 2010).⁵ The Supreme Judicial Court relied on this report in deciding *Kain*. 474 Mass. at 281-82, 284, 289 n.12.

12. The 2015 update to that emissions-reduction plan confirmed that “[a] significant shift from oil and coal to natural gas as a fuel for power generation accounts for a net [emissions] reduction.” *See* Exec. Off. of Energy & Env’tl. Affs., Massachusetts Clean Energy and Climate Plan for 2020, at 9, 14, 19, 30, 32, 33 (Dec. 31, 2015).⁶ The update further noted that “policies . . . projected to reduce GHG emissions” include “replacement of coal-fired power plants with natural-gas fired power plants whose fuel has a lower carbon content, and whose generation technology is more efficient.” *Id.* at 30.

13. In the last two decades, the Commonwealth has significantly increased its use of natural gas as a source of energy. As of 2019, natural gas supplies almost 70% of Massachusetts’s

⁵ <https://www.greenneedham.org/blog/wp-content/uploads/2011/02/2020-clean-energy-plan.pdf>.

⁶ <https://www.mass.gov/doc/clean-energy-and-climate-plan-for-2020/download>.

electricity, making it one of the most natural-gas dependent states in the country.⁷ Meanwhile, Massachusetts's use of renewable energy lags behind the national average; in 2019, it made up only 6.8% of Massachusetts's total energy consumption, placing it 36th in the country.⁸

C. Massachusetts Has Recently Encouraged and Benefitted from ExxonMobil's Production and Promotion of Fossil Fuel Products

14. In 2012, the Commonwealth of Massachusetts entered into what the Attorney General has described as a six-year "partnership" with a division of ExxonMobil for it to provide Mobil 1 motor oil for the Massachusetts State Police's fleet of vehicles. *See* Attorney General's Consolidated Mem. ISO Cross Mot. to Compel, at 17 n.52, *In re CID No. 2016-EPD-36*, No. 16-1888F (Mass. Super. Ct. Aug. 8, 2016).

15. The partnership helped the Commonwealth use less lubricant and fewer oil filters, while saving taxpayer money.⁹

16. During the COVID-19 pandemic, Governor Baker issued an executive order recognizing petroleum, natural gas, and propane workers to be "essential" "based on federal guidance [that was] amended to reflect the needs of Massachusetts's unique economy."¹⁰

17. Indeed, the Commonwealth relies on petroleum and natural gas to fuel its transportation sector and to provide energy to homes and businesses.¹¹

⁷ Jude Clemente, *Elizabeth Warren's Massachusetts Loves Natural Gas*, Forbes Magazine (Dec. 10, 2019), <https://www.forbes.com/sites/judeclemente/2019/12/10/elizabeth-warrens-massachusetts-loves-natural-gas/>.

⁸ *See Massachusetts State Energy Profile*, U.S. Energy Info. Admin. (Oct. 21, 2021), <https://www.eia.gov/state/print.php?sid=MA>.

⁹ *See* Press Release, *ExxonMobil Partners With Massachusetts State Police*, Businesswire, <https://www.businesswire.com/news/home/20120614005807/en/ExxonMobil-Partners-With-Massachusetts-State-Police> (last visited Oct. 27, 2021).

¹⁰ Office of the Governor, Commonwealth of Massachusetts, Exhibit A of COVID-19 Order No. 13 (Mar. 23, 2020), <https://www.mass.gov/doc/covid-19-essential-services/download>.

¹¹ *See Profile Analysis*, U.S. Energy Information Administration (Sept. 16, 2021), <https://www.eia.gov/state/analysis.php?sid=MA>.

18. Moreover, the Commonwealth has made numerous representations that the oil and natural gas ExxonMobil produces and sells are perfectly legal. These representations include, but are not limited to, (i) statutes and regulations governing the composition, manufacturing, transportation, distribution, promotion, and sale of Defendant's products, including without limitation, G.L. ch. 94, § 295B; 40 C.F.R. § 80.1; 202 Mass. Code Regs. § 2.00 *et seq.*, and (ii) statutes and regulations governing the emissions of greenhouse gases, including without limitation, G.L. ch. 21A, § 22; G.L. ch. 111 § 142K; 310 Mass. Code Regs. § 7.40; 310 Mass. Code Regs. § 7.70.

III. ExxonMobil Relied on the Commonwealth's Policies and Statements in Investing in the Development of Natural Gas and Fossil Fuel

19. It is ExxonMobil's stated policy "to comply with all governmental laws, rules and regulations applicable to its business."¹²

20. In deciding to invest in, develop, promote, and sell natural gas and fossil fuel products, ExxonMobil relied on the Commonwealth's representations that doing so was not only perfectly legal, but also essential to the Commonwealth's people and economy.

21. ExxonMobil has relied on the Commonwealth's representations to its detriment, because it now faces significant liability for investing in, developing, promoting, and selling these products as a result of the Attorney General's baseless action.

¹² *Code of Ethics*, ExxonMobil, <https://corporate.exxonmobil.com/About-us/Who-we-are/Corporate-governance/Code-of-ethics#Overview> (last visited Oct. 26, 2021).

IV. The Attorney General Filed This Meritless Lawsuit Based on Improper Motives

A. The Attorney General and Special Interests Colluded to Suppress ExxonMobil's Speech

22. The Attorney General has colluded for years with private, special interests to use government power to coerce acceptance of its climate policy agenda.

23. A group of special interests developed the strategy for this unlawful agenda at a June 2012 meeting in La Jolla, California, billed as a “Workshop on Climate Accountability, Public Opinion, and Legal Strategies.” Peter Frumhoff, the Director of Science and Policy for the Union of Concerned Scientists, and Naomi Oreskes, a professor of the History of Science and an affiliated professor of Earth and Planetary Sciences at Harvard University and longtime critic of ExxonMobil, conceived of this workshop. *See* Seth Shulman, *Establishing Accountability for Climate Change Damages: Lessons from Tobacco Control*, Union of Concerned Scientists and Climate, Accountability Institute (Oct. 2012).¹³ Frumhoff and Oreskes recruited Matthew Pawa, a Massachusetts-based litigator who unsuccessfully sued ExxonMobil in 2009 for allegedly causing global warming, to participate as a featured speaker. *Id.* at 12. The workshop’s aim was to consider “the viability of diverse strategies, including the legal merits of targeting carbon producers—as opposed to carbon emitters—for U.S.-focused climate mitigation.” *Id.* at 31.

24. In keeping with the workshop’s stated focus on “public opinion,” the La Jolla attendees discussed strategies for silencing the speech of energy companies considered obstructive to their climate change policy aims. *Id.* The conference’s attendees were “nearly unanimous” regarding “the importance of legal actions, both in wresting potentially useful internal documents from the fossil fuel industry and, more broadly, in maintaining pressure on the industry that could

¹³ <https://www.ucsusa.org/sites/default/files/attach/2016/04/establishing-accountability-climate-change-damages-lessons-tobacco-control.pdf>.

eventually lead to its support for legislative and regulatory responses to global warming.” *Id.* at 27. Many participants noted that “pressure from the courts offers the best current hope for gaining the energy industry’s cooperation in converting to renewable energy.” *Id.* at 27-28. Recognizing the broad power of state attorneys general, the La Jolla participants observed that even “a single sympathetic state attorney general might have substantial success in bringing key internal documents to light.” *Id.* at 11.

25. The La Jolla meeting participants also discussed “Strategies to Win Access to Internal Documents” of energy companies, such as ExxonMobil, that could be used to obtain leverage over these companies. *Id.* at 11. They saw civil litigation as a vehicle for accomplishing their goals, with one commentator observing: “Even if your ultimate goal might be to shut down a company, you still might be wise to start out by asking for compensation for injured parties.” *Id.* at 13. Implementing this playbook, in July 2015, Frumhoff boasted to fellow activists that he was exploring “state-based approaches to holding fossil fuel companies legally accountable” and anticipated “a strong basis for encouraging state (e.g., AG) action forward.”¹⁴

26. The Attorney General began covertly working with those special interests following the La Jolla meeting. Emails released pursuant to public records requests show that, in December 2015, Pawa approached the Attorney General, offering to give a presentation he had given to other governmental entities “on what Exxon knew,” according to certain “articles that have generated so much attention on this issue.” Pawa-OAG Recruiting Emails, Climate Litigation Watch, at 5-6.¹⁵ He encouraged the Attorney General to bring an action against ExxonMobil

¹⁴ Michael Bastasch, *Emails: Eco-Activists Plotted Oil Industry Lawsuits Before Anti-Exxon Stories Released*, The Daily Caller (May 16, 2016), <https://dailycaller.com/2016/05/16/emails-eco-activists-plotted-oil-industry-lawsuits-before-anti-exxon-stories-released/>.

¹⁵ <https://climatelitigationwatch.org/wp-content/uploads/2019/10/Pawa-OAG-recruiting-emails-Records-9-10-19.pdf> (last visited Oct. 28, 2021).

“similar to [the one] the [New York Attorney General] ha[d] commenced,” *id.*—an action which the New York Supreme Court ultimately found to be “without merit” and the “result of an ill-conceived initiative of the Office of the Attorney General,” *see People v. Exxon Mobil Corp.*, 2019 WL 6795771 (Sup. Ct. N.Y. Cty. Dec. 10, 2019).

27. Emails reveal that Pawa met with the Attorney General and gave his presentation on “the Exxon issue” on January 11, 2016. Pawa-OAG Recruiting Emails, Climate Litigation Watch at 4, *supra* ¶ 26.

28. That same month, the Rockefeller Family Fund hosted a sequel to the La Jolla conference at its offices in New York City, which was attended by La Jolla participants Pawa and Sharon Eubanks. The purpose of the meeting was to further solidify the “[g]oals of an Exxon campaign.”¹⁶ According to the meeting’s agenda, those goals included: (i) “[t]o drive divestment from Exxon,” (ii) “[t]o delegitimize [ExxonMobil] as a political actor,” (iii) “[t]o establish in [the] public’s mind that Exxon is a corrupt institution that has pushed humanity (and all creation) toward climate chaos and grave harm,” and (iv) “[t]o force officials to disassociate themselves from Exxon, their money, and their historic opposition to climate progress, for example by refusing campaign donations, refusing to take meetings, calling for a price on carbon, etc.”¹⁷ The attendees considered “AGs” as one of the “the main avenues for legal actions & related campaigns” for “creating scandal” and “getting discovery.”¹⁸

29. In December 2016, the Rockefeller Fund admitted—after initially attempting to conceal the connection—that it financed the so-called investigative journalism that Pawa presented

¹⁶ Email from Kenny Bruno to Lee Wasserman, *et al.*, (Jan. 5, 2016) <https://freebeacon.com/wp-content/uploads/2016/04/scan0003.pdf>.

¹⁷ Untitled Draft Agenda for “January 8” meeting, <https://freebeacon.com/wp-content/uploads/2016/04/Entire-January-meeting-agenda-at-RFF-1-1.pdf> (last visited Oct. 27, 2021).

¹⁸ *Id.*

in his outreach to the Attorney General. The Attorney General later offered these articles as a pretextual basis for its investigation of ExxonMobil. And in this subsequent enforcement action, the Attorney General devoted the first 60 pages of its Amended Complaint to allegations borrowed from these articles concerning ExxonMobil's climate science research and purported climate denial dating back to the 1970s, notwithstanding that these are outside the statute of limitations applicable to each of its Chapter 93A claims.

30. On April 25, 2016, five representatives of the Attorney General attended a meeting at Harvard Law School facilitated by the Union of Concerned Scientists (UCS) and attended by activists, public officials, and lawyers.¹⁹ The goal of this meeting was to “share legal and scientific information having an important bearing on potential investigations and lawsuits” against the energy industry.²⁰ Presenters included Naomi Oreskes, Sharon Eubanks, Peter Frumhoff, and Carroll Muffett.²¹

B. The Attorney General Publicly Aligned Itself with Other Activist Attorneys General Seeking to Use Law Enforcement Power to Establish Climate Policy

31. The Attorney General's participation in this campaign against ExxonMobil was revealed on March 29, 2016, when the Attorney General publicly appeared in New York City with a coalition of partisan attorneys general, self-styled the “Green 20,” at a press conference they titled “AGs United for Clean Power.” *See* Transcript of “AGs United for Clean Power” Press Conference (Mar. 29, 2016).²² Then-New York Attorney General Eric Schneiderman, who hosted the event, began by attacking the “fossil fuel industry” and lamenting perceived “gridlock in

¹⁹ Chris Horner, UCLA Litigation Docs Affirm Origin of UCS, Harvard Scramble to Pre-But Revelation of “Secret Meeting” for AGs, “Prospective Funders,” Climate Litigation Watch (May 4, 2019) <https://climatelitigationwatch.org/ucla-litigation-docs-affirm-origin-of-ucs-harvard-scramble-to-pre-but-revelation-of-secret-meeting-for-ags-prospective-funders/>.

²⁰ *Id.*

²¹ *Id.*

²² <https://www.mass.gov/files/documents/2017/01/mx/mtd-opp-app.pdf>.

Washington” caused by “morally vacant forces that are trying to block every step by the federal government to take meaningful action.” *Id.* at 2-5. He then stated that he and his fellow “state actors” would “step into this [legislative] breach” by “battl[ing]” perceived political opponents. *Id.* at 3-5.

32. Attorney General Healey publicly aligned herself with that agenda in her own statements at the press conference. She attributed the public’s failure to embrace her preferred climate policies to speech that caused “many to doubt whether climate change is real and to misunderstand and misapprehend the catastrophic nature of its impacts.” *Id.* at 13. Attorney General Healey declared herself to have “a moral obligation” to remedy what she described as a threat to “the very existence of our planet.” *Id.* She asserted that those who purportedly “deceived” the public—by disagreeing with her about climate policy—“should be, must be, held accountable.” *Id.* In the next breath, Attorney General Healey declared that she had “joined in investigating the practices of ExxonMobil.” *Id.* She then publicly announced that there was a “troubling disconnect between what Exxon knew . . . and what the company and the industry chose to share with investors and with the American public,” before receiving a single document from ExxonMobil or even issuing a Civil Investigative Demand (“CID”) to the Company. *Id.*

C. The Attorney General Concealed Its Connection to Private Activists

33. After the press conference, the attorneys general endeavored to conceal the involvement of the La Jolla architects who were lurking in the background. Mere hours before the March 2016 press conference, Pawa and Frumhoff led secret workshops for assembled members of the attorneys general’s offices.²³ While the contents of the activists’ presentations remain shielded from public scrutiny, publicly disclosed documents reveal that Pawa delivered a

²³ E-mail from Michael Meade to Scot Kline and Wendy Morgan (Mar. 18, 2016), <https://eelegal.org/wp-content/uploads/2016/04/Development-of-Agenda.pdf>.

presentation on “climate change litigation,” and Frumhoff delivered a presentation on the “imperative of taking action now on climate change.” *Id.* at 2. When a reporter contacted Pawa shortly after the press conference to inquire about his role, the New York Attorney General’s Office advised him: “My ask is if you speak to the reporter, to not confirm that you attended or otherwise discuss the event.”²⁴

34. The Massachusetts Attorney General also sought to shield information concerning its closed-door meetings with climate activities. Following the press conference, the Chief of the Environmental Protection Division of the Attorney General’s Office signed a “Climate Change Coalition Common Interest Agreement,” designed to shield “information shared at and after the March 29 meeting.”²⁵ That agreement memorialized the coalition’s “common interest” of “limiting climate change” and “ensuring the dissemination of *accurate* information about climate change.”²⁶

D. Another Court Recognized the Attorney General’s Improper Motives to Restrict Speech on Climate Policy

35. ExxonMobil’s allegations concerning the Attorney General’s coordination with private interests behind the La Jolla playbook and the Rockefeller agenda were addressed in proceedings against Pawa and California municipal officials arising from their efforts to suppress ExxonMobil’s speech about climate policy. In that action, ExxonMobil presented evidence of a conspiracy among private interests and public officials, including the Attorney General, as a basis for exercising personal jurisdiction. Judge R. H. Wallace of the District Court of Tarrant County, Texas, found ExxonMobil’s evidence sufficient to support exercising personal jurisdiction in the

²⁴ E-mail from Lemuel Srolovic to Matthew Pawa (Mar. 30, 2016), <https://eelegal.org/wp-content/uploads/2016/04/NY-OAG-wants-Pawa-to-not-confirm-participation-to-WSJ.pdf>.

²⁵ Climate Change Coalition Common Interest Agreement, <https://eelegal.org/wp-content/uploads/2016/08/Climate-Change-CIA.pdf> (last visited Oct. 18, 2021).

²⁶ *Id.* at 1 (emphasis added).

matter. *See In Re Exxon Mobil Corp.*, 2018 Tex. Dist. LEXIS 1, at *14 (Tarrant Cnty. Tex. Apr. 24, 2018). Although the Texas Court of Appeals concluded it was bound to reverse Justice Wallace’s ruling on personal jurisdiction under Texas precedent, it did not disturb the lower court’s factual findings. *City of San Francisco v. Exxon Mobil Corp.*, 2020 WL 3969558, at *20 (Tex. App. June 18, 2020). Indeed, it recounted Attorney General Healey’s participation in the “AGs United for Clean Power Press Conference” and reiterated that “[d]uring the press conference, the AGs promoted regulating the speech of energy companies like Exxon—companies that they perceived as hostile to [the] AGs’ policy responses to climate change.” *Id.* at *3. After expressing its displeasure that Texas personal jurisdiction doctrine did not permit it to retain the action, the appellate court concluded by admonishing that “[l]awfare is an ugly tool by which to seek the environmental policy changes the California Parties desire, enlisting the judiciary to do the work that the other two branches of government cannot or will not do” *Id.* at *20.

E. The Attorney General Used State Power Against ExxonMobil to Suppress a Disfavored Viewpoint

36. On April 16, 2016, just weeks after the “AGs United for Clean Power” press conference, the Attorney General issued a CID to ExxonMobil, seeking over 40 years of records pertaining to speech and research on climate change. The CID confirmed the Attorney General’s intent to cleanse the climate policy debate of disfavored viewpoints. For example, it demanded ExxonMobil’s communications with twelve mainstream think tanks, including the Heritage Foundation, the American Enterprise Institute, and Americans for Prosperity, which oppose policies favored by the Attorney General, but not groups that advocate for polices favored by the Attorney General.²⁷ The CID also targeted ExxonMobil’s speech and associational activities,

²⁷ Massachusetts Attorney General’s Civil Investigative Demand to ExxonMobil (Apr. 19, 2016), <https://www.mass.gov/files/documents/2016/10/op/ma-exxon-cid-.pdf>.

including its speech on climate policy in its *Corporate Citizenship Report* and *Outlook for Energy*.²⁸ And, the CID targeted statements of pure opinion by ExxonMobil’s former CEOs that are in tension with the Attorney General’s politics. For example, the CID demanded materials concerning ExxonMobil’s suggestion that “[i]ssues such as global poverty [are] more pressing than climate change” and the rhetorical question “[w]hat good is it to save the planet if humanity suffers?”²⁹

37. The CID likewise targeted the following statements by ExxonMobil that would be at home on the opinion page of any newspaper: “[G]overnments should create policies to cope with the Earth’s rising temperatures”; climate change should be addressed by “engineering methods . . . rather than trying to eliminate use of fossil fuels”; and “governments would have to resort to energy rationing administered by a vast international bureaucracy responsible to no one” in order “[t]o achieve th[e] kind of reduction in carbon dioxide emissions” advocated by climate activists.³⁰

F. The Attorney General Commenced This Baseless Suit, Which Expressly Targets ExxonMobil’s Speech on Climate Policy Because of the Viewpoint Expressed

38. The Attorney General filed this civil enforcement action on October 24, 2019, the third day of ExxonMobil’s trial in an action brought by the New York Attorney General. The Attorney General’s rush to the courthouse despite a tolling agreement and despite having obtained no evidence from ExxonMobil during its so-called investigation was a calculated ploy to interfere with ExxonMobil’s trial preparations while garnering media attention.

²⁸ *Id.* at 16.

²⁹ *Id.* at 15.

³⁰ *Id.* at 14.

39. The content of the Amended Complaint confirms the Attorney General's true motive to curtail ExxonMobil's speech. It expressly targets ExxonMobil's speech on climate policy, not because it is false or misleading, but because the Attorney General believes ExxonMobil "urge[d] delay in regulatory action" rather than advocating "swiftly shift[ing] away from fossil fuel energy," as the Attorney General urges. Am. Compl. ¶¶ 165, 663, 720.

40. Notwithstanding the statute of limitations, nearly all of the first 60 pages of the Amended Complaint is devoted to baseless allegations about ExxonMobil's climate science research and purported climate denial dating back to the 1970s. Am. Compl. ¶¶ 1-16, 39-40, 69-255. Recognizing that this conduct cannot support a claim, the Amended Complaint characterizes these allegations as mere "context" for its meritless claims. *Id.* at Part IV.

In light of the foregoing and other facts to be identified during discovery, ExxonMobil asserts the following defenses:

First Defense

41. The Amended Complaint fails to state a claim upon which relief can be granted against ExxonMobil.

Second Defense

42. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because this Court lacks personal jurisdiction over ExxonMobil.

Third Defense

43. The claims purportedly asserted in the Amended Complaint are barred, in whole or in part, by the applicable statute of limitations for Chapter 93A claims and/or statute of repose. *See* G.L. c. 260, § 5A.

Fourth Defense

44. [Withdrawn]

Fifth Defense

45. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because the complained-of conduct did not occur in trade or commerce within the meaning of G.L. c. 93A.

Sixth Defense

46. The claims purportedly asserted by Plaintiff are barred, in whole or in part, by the doctrines of res judicata and/or collateral estoppel.

Seventh Defense

47. The claims purportedly asserted by Plaintiff are barred, in whole or in part, by the doctrines of waiver and estoppel.

48. The Commonwealth is estopped from bringing claims against ExxonMobil based on its promotion of fossil fuel products, including natural gas, because the Commonwealth has promoted the use of natural gas as part of a climate change mitigation strategy to reduce emissions. ExxonMobil reasonably relied to its detriment on representations by the Commonwealth that the oil and natural gas ExxonMobil produces and sells are perfectly legal.

Eighth Defense

49. The claims purportedly asserted by Plaintiff are barred, in whole or in part, by the doctrines of unclean hands and unjust enrichment.

50. The claims are barred by the doctrine of unclean hands because the claims are tainted with the inequity or bad faith relating to the matter in which the Commonwealth seeks relief, and the bad faith directly affects the claims being brought.

51. The claims are barred by the doctrine of unjust enrichment because in producing and promoting oil and gas, ExxonMobil conferred a benefit upon the Commonwealth, and the

Commonwealth knew of and accepted the benefit under circumstances that make such acceptance inequitable.

Ninth Defense

52. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because ExxonMobil's challenged statements were accurate in all material respects, and did not contain misleading representations or omissions.

Tenth Defense

53. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because any alleged false or misleading statements or omissions were not material.

Eleventh Defense

54. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because ExxonMobil acted at all times in good faith and had no knowledge, and was not reckless in not knowing, that any alleged misstatement or omission was false or misleading.

Twelfth Defense

55. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because ExxonMobil lacked knowledge of any purported omission or nondisclosure, ExxonMobil did not willfully fail to disclose information, the purportedly omitted or undisclosed information was immaterial, and any alleged acts or practices of ExxonMobil were not made in bad faith or made knowingly or willfully.

Thirteenth Defense

56. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because ExxonMobil neither had a duty nor breached a duty to disclose any facts not allegedly disclosed.

Fourteenth Defense

57. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because some or all of the information that Plaintiff alleges was misrepresented or omitted was publicly available.

Fifteenth Defense

58. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because Plaintiff cannot establish reliance on any statement, omission, or act by ExxonMobil.

Sixteenth Defense

59. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because any alleged statement of ExxonMobil is a non-actionable “forward-looking” statement of opinion.

Seventeenth Defense

60. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because ExxonMobil made adequate, truthful climate risk disclosures to investors and consumers in Massachusetts in accordance with its disclosure obligations under state and federal law.

Eighteenth Defense

61. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because the actions on which the claims are based are exempt from liability under G.L. c. 93A § 3, because they are otherwise permitted by laws as administered by any regulatory board or officer acting under statutory authority of the Commonwealth or of the United States.

Nineteenth Defense

62. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because the conduct that is alleged to have violated G.L. c. 93A did not occur primarily and substantially within Massachusetts.

Twentieth Defense

63. The claims purportedly asserted by Plaintiff are preempted, in whole or in part, by federal laws and regulations.

Twenty-First Defense

64. The claims purportedly asserted by Plaintiff are barred, in whole or in part, by the sophistication of Plaintiff and/or the viewing audience.

Twenty-Second Defense

65. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because any alleged harm or injury was the result of superseding or intervening causes not under ExxonMobil's control.

Twenty-Third Defense

66. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because the conduct that purportedly violated G.L. c. 93A did not actually or proximately cause any alleged injury or harm.

Twenty-Fourth Defense

67. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because the purported injuries, if any, allegedly sustained were proximately caused or contributed to, in whole or in part, by market conditions and/or the conduct of others, or both, rather than any conduct of ExxonMobil.

Twenty-Fifth Defense

68. The claims purportedly asserted by Plaintiff are barred, in whole or in part, under the doctrine of *in pari delicto* because Plaintiff participated in the conduct underlying its claim by encouraging the production, promotion, and sale of natural gas and fossil fuel, and any alleged harm resulted from its own wrongdoing, misconduct, or fault. Moreover, even if the Attorney

General's allegations against ExxonMobil were true (which ExxonMobil contests), public policy would be more outraged by the conduct of the Commonwealth than by that of ExxonMobil, because the Commonwealth is charged with the responsibility of protecting its residents.

Twenty-Sixth Defense

69. [Withdrawn]

Twenty-Seventh Defense

70. [Withdrawn]

Twenty-Eighth Defense

71. The claims purportedly asserted by Plaintiff are barred, in whole or in part, by ExxonMobil's disclaimer of warranty and remedies.

Twenty-Ninth Defense

72. The relief sought by Plaintiff is barred, in whole or part, by the Excessive Fines Clause of the Eighth Amendment to the United States Constitution, as applied to the States through the Fourteenth Amendment to the United States Constitution, and by Article Twenty-Six of the Declaration of Rights of the Constitution of the Commonwealth of Massachusetts.

Thirtieth Defense

73. The claims purportedly asserted by Plaintiff are barred, in whole or in part, due to official misconduct in violation of the Due Process Clause of the Fourteenth Amendment to the United States Constitution and Articles One and Ten of the Declaration of Rights of the Constitution of the Commonwealth of Massachusetts, and other clauses of the United States and Massachusetts Constitutions.

74. In bringing this lawsuit, the Attorney General has deliberately and intentionally undermined ExxonMobil's constitutional rights. The Attorney General has used improper methods in its investigation and enforcement action, colluding with special interests focused on

delegitimizing ExxonMobil as a political actor. The Attorney General has also made—and continues to make—prejudicial public statements about ExxonMobil by presumptively declaring that ExxonMobil has participated in unlawful conduct.

Thirty-First Defense

75. The claims purportedly asserted by Plaintiff are barred, in whole or in part, due to Plaintiff's conflict of interest in violation of the Due Process Clause of the Fourteenth Amendment to the United States Constitution and Articles One and Ten of the Declaration of Rights of the Constitution of the Commonwealth of Massachusetts and other clauses of the United States and Massachusetts Constitutions.

76. The Attorney General has been influenced, or appears to have been influenced, in its exercise of discretion, both by the Attorney General's personal interests and by a group of external special interests that will or may benefit from the Attorney General's actions, creating a conflict of interest. The Attorney General was influenced by private interests that aimed to chill and suppress ExxonMobil's speech through legal actions and related campaigns, including "AGs," which they planned to use to "get[] discovery" and "creat[e] scandal."³¹ See ¶¶ 22-38, *supra*. The influence by these private interests created a conflict of interest with the Attorney General's obligation to govern impartially.

Thirty-Second Defense

77. The claims purportedly asserted by Plaintiff are barred, in whole or in part, due to selective enforcement of the law because Plaintiff has selectively treated ExxonMobil differently from others that are similarly situated and subjected ExxonMobil to unlawful oppression as the result of a malicious and bad faith intent to injure ExxonMobil, in violation of the Due Process

³¹ Untitled Draft Agenda, *supra* n.17.

Clause and Equal Protection Clause of the Fourteenth Amendment to the United States Constitution and Articles One and Ten of the Declaration of Rights of the Constitution of the Commonwealth of Massachusetts, and other clauses of the United States and Massachusetts Constitutions.

78. The Attorney General has selectively treated ExxonMobil differently from others that are similarly situated because the Attorney General seeks to inhibit ExxonMobil's exercise of its constitutional rights. The Attorney General seeks to punish and inhibit ExxonMobil's exercise of its constitutionally protected rights by singling out a subset of messages by ExxonMobil for disfavor based on disagreement with the particular views expressed or with the effects those viewpoints have on climate policy or the public's perception of climate policy. The Attorney General has selectively treated ExxonMobil differently from others that are similarly situated because the Attorney General seeks to inhibit ExxonMobil from engaging in speech on climate policy that the Attorney General believes has impeded its climate policy objectives, while pressuring ExxonMobil to support the Attorney General's preferred policies. The Attorney General has also selectively treated ExxonMobil differently from others that are similarly situated because of the Attorney General's malicious and bad faith intent to injure ExxonMobil. The Attorney General's improper motive and intended discriminatory impact is clear on the face of the Amended Complaint. *See ¶ 39, supra.*

Thirty-Third Defense

79. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because the claims are based on ExxonMobil's exercise of its constitutionally protected right to free speech, and to be free from viewpoint discrimination, under the First Amendment to the United States Constitution, as incorporated by the Fourteenth Amendment to the United States Constitution, and

Article Sixteen of the Declaration of Rights of the Constitution of the Commonwealth of Massachusetts, as amended by Article 77 of the Amendments to the Massachusetts Constitution.

80. The Attorney General's suit violates the First Amendment prohibition on viewpoint discrimination because it burdens ExxonMobil's political speech based on its substantive content or the message it conveys. The Attorney General's attempt to regulate ExxonMobil's speech is not substantially related to any compelling governmental interest. The Attorney General seeks to punish and inhibit ExxonMobil's exercise of its constitutionally protected right to free speech by singling out a subset of messages by ExxonMobil for disfavor based on disagreement with the particular views expressed or with the effects those viewpoints have on climate policy or the public's perception of climate policy.

81. The Attorney General commenced this suit based on its disagreement with ExxonMobil regarding how the United States should respond to the risks of climate change.

82. The Attorney General commenced this suit to inhibit ExxonMobil from engaging in speech on climate policy that the Attorney General believes has impeded its preferred climate policy objectives.

83. The Attorney General commenced this suit to pressure ExxonMobil to voice support for the Attorney General's preferred climate policies.

84. The Attorney General seeks to impose liability on ExxonMobil precisely because the Attorney General believes ExxonMobil purportedly "urge[d] delay in regulatory action" rather than advocating "swiftly shift[ing] away from fossil fuel energy." Am. Compl. ¶¶ 165, 720.

85. The Attorney General's suit violates the First Amendment prohibition on viewpoint discrimination because it burdens ExxonMobil's political speech based on the viewpoint expressed.

86. The Attorney General's attempt to regulate ExxonMobil's speech is not substantially related to any compelling governmental interest.

Thirty-Fourth Defense

87. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because they require ExxonMobil to engage in state-compelled speech that is neither purely factual nor uncontroversial in violation of its constitutionally protected rights under the First Amendment to the United States Constitution, as incorporated by the Fourteenth Amendment to the United States Constitution, and Article Sixteen of the Declaration of Rights of the Constitution of the Commonwealth of Massachusetts, as amended by Article 77 of the Amendments to the Massachusetts Constitution.

88. The Attorney General seeks to impose liability on ExxonMobil, pursuant to a theory of "omission," whenever ExxonMobil sells or promotes its products or securities without simultaneously disseminating certain ideological messages concerning (i) the "existential risk[]" of climate change, Am. Compl. ¶ 687, and (ii) the "the need for . . . immediate action to mitigate climate change," *id.* ¶¶ 41, 693, 710-19, *see also id.* ¶¶ 38, 663.

89. The Attorney General further seeks to compel ExxonMobil to place disclosures on its products and/or securities.

90. The Attorney General thus seeks to compel ExxonMobil to make disclosures that are neither purely factual nor uncontroversial, but contain subjective views pertaining to questions of policy and uncertain future events.

91. The Attorney General seeks to compel ExxonMobil to mouth support for an ideological message that is biased against or contrary to ExxonMobil's views.

92. The City of Cambridge's Solicitor General has recognized that "Placement of Warning Labels Concerning the Environmental Effects of Burning Fossil Fuels on Gas Pump

Handles Will Likely Constitute Compelled Speech Under the First Amendment.” See City of Cambridge City Solicitor Opinion (Oct. 17, 2016).³²

Thirty-Fifth Defense

93. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because the claims are based solely on ExxonMobil’s exercise of its constitutionally protected right to petition under the First Amendment to the United States Constitution, as incorporated by the Fourteenth Amendment to the United States Constitution, Article Nineteen of the Declaration of Rights of the Constitution of the Commonwealth of Massachusetts, and G.L. ch. 231, § 59H.

94. The conduct challenged in the Amended Complaint is petitioning activity that includes statements that were made to influence, inform, or reach governmental bodies. ExxonMobil engages in protected petitioning activity by engaging in the public discourse and advocacy on energy policy. ExxonMobil shares its perspective with policy makers, regulators, and the public. This engagement includes speeches, publications in newspapers, and publications on ExxonMobil’s website and blog, and in corporate reports.

95. The Court in this action recognized that “some Exxon[Mobil] statements referenced in the complaint constitute protected petitioning.” *Commonwealth v. Exxon Mobil Corp.*, 2021 WL 3488414, at *3 (Mass. Super. Ct. June 22, 2021).

96. The Attorney General has violated ExxonMobil’s right to petition by expressly challenging ExxonMobil’s public statements concerning climate change and regulatory responses to climate change precisely because the Attorney General believes that ExxonMobil thereby attempted to influence environmental policies, Am. Compl. ¶¶ 165, 197, 492-93, 583, 663-672,

³² <http://cambridgema.igq2.com/Citizens/FileOpen.aspx?Type=4&ID=2613&MeetingID=1594>.

and that ExxonMobil purportedly downplayed the need for any immediate action to mitigate climate change, *id.* ¶¶ 26, 38, 41, 533-36, 663, 693, 720.

97. The Attorney General’s Amended Complaint targets quintessential petitioning by ExxonMobil, including lobbying activities and ExxonMobil’s statements to regulators, policymakers, public officials, and the press on climate policy. Am. Compl. ¶¶ 165, 190-97, 573, 583, 663-72, 688-89.

Thirty-Sixth Defense

98. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because they violate Article One, Section Eight, Clause Three of the United States Constitution (i.e., the Commerce Clause).

Thirty-Seventh Defense

99. The claims purportedly asserted by Plaintiff are barred, in whole or in part, because they concern conduct beyond the territorial reach of Chapter 93A.

Thirty-Eighth Defense

100. Plaintiff is not entitled to recover civil penalties.

Thirty-Ninth Defense

101. The Amended Complaint fails to allege facts sufficient to support any granting of injunctive relief.

Fortieth Defense

102. The claims purportedly asserted by plaintiff Commonwealth of Massachusetts are barred, in whole or in part, because the alleged damages to investors or consumers in Massachusetts, if any, are speculative and because of the impossibility of ascertaining or allocating any alleged damages.

Forty-First Defense

103. Plaintiff is not entitled to recover attorney's fees, experts' fees, or other costs and expenses.

RESERVATION OF RIGHTS

Additional facts that are unknown to ExxonMobil may be revealed through the course of discovery and further investigation that will support additional defenses. ExxonMobil reserves the right to assert such additional defenses in the future. In addition, ExxonMobil expressly reserves the right to amend and/or supplement this Answer, its defenses, and all other pleadings. ExxonMobil asserts all defenses (affirmative or otherwise) that may be revealed during the course of discovery or other investigation.

PRAYER FOR RELIEF

WHEREFORE, ExxonMobil respectfully requests that judgment be entered in its favor and against Plaintiff dismissing the Amended Complaint with prejudice, with costs, disbursements, and attorneys' fees to ExxonMobil, and such other legal and equitable relief as the Court may deem just and proper.

Dated: October 29, 2021

Respectfully submitted,

EXXON MOBIL CORPORATION

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Counsel for Exxon Mobil Corporation

CERTIFICATE OF SERVICE

I, Thomas C. Frongillo, counsel for Defendant Exxon Mobil Corporation, hereby certify that on October 29, 2021, I caused a copy of the Answer of Exxon Mobil Corporation to be served on counsel of record by electronic service in accordance with the Joint Motion for Enlargement of Time to Serve Motion to Strike, allowed by the Court on September 15, 2021.

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