

EXHIBIT 7

Brown, Laura J.S. (ENRD)

From: lkogan@koganlawgroup.com
Sent: Monday, March 27, 2017 12:28 PM
To: Brown, Laura J.S. (ENRD); Devlin, Neal
Cc: Uholik, Brian (ENRD); Kolman, Chloe (ENRD)
Subject: RE: US v Brace
Attachments: guidelines-for-joint-state-federal-civil-environmental-enforcement-litigation.pdf

Laura,

The following language was included in our Motion for Sanctions:

“(c) **REDACTED - SETTLEMENT CONFIDENTIAL COMMUNICATION**



You and your DOJ colleagues are quite familiar with this language and the fact that is merely boilerplate language. Why else would the Model Mediation Process Agreement contained in Appendix H of the attached document (as referenced on p. 27, fn 45) read identically to the process agreement your provided us? There is no provision for changing this paragraph; ergo, it is boilerplate.

So, please end the nonsensical argument that "the Agreement we executed explicitly states it is confidential," when we all know it has been publicly disclosed on the internet. The definition of "confidential" excludes publicly disclosed information obtained from other than the party to the agreement at the time it was signed. Sorry...

If you would like, we can amend our motion by attaching the highlighted portion in Appendix H of the 2017 GUIDELINES FOR JOINT STATE/FEDERAL CIVIL ENVIRONMENTAL ENFORCEMENT LITIGATION readily available on the web at:

<https://www.justice.gov/file/928531/download>.

Best,

Larry

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----- Original Message -----

Subject: RE: US v Brace

From: "Brown, Laura J.S. (ENRD)" <Laura.J.S.Brown@usdoj.gov>

Date: 3/27/17 11:02 am

To: "Devlin, Neal" <ndevlin@kmgslaw.com>, "lkogan@koganlawgroup.com" <lkogan@koganlawgroup.com>

Cc: "Uholik, Brian (ENRD)" <Brian.Uholik@usdoj.gov>, "Kolman, Chloe (ENRD)" <Chloe.Kolman@usdoj.gov>

Neal:

The fact that a "model" agreement is available on-line is irrelevant. The language we agreed to in the Mediation Process Agreement has been modified and is different from the model. In any event, the Agreement we executed explicitly states that it is confidential. If Defendants do not agree to include the relevant sections of the Mediation Process Agreement in the Motion for Leave to Seal, we will seek that relief independently. Again, we reiterate that the sections of your motion that reference the Agreement must be redacted from the public filing and removed from all places it has been published, including Mr. Kogan's website. If Defendants do not agree we may seek such relief from the Court.

We cannot agree to include the e-mails you added to the Motion for Leave to Seal that are from Mr. Cook until Mr. Cook consents (if you have obtained such consent please send it to me), otherwise please copy me on an email to Mr. Cook attaching the relevant emails and requesting his consent to share those with the Court under seal.

Laura

From: Devlin, Neal [mailto:ndevlin@kmgslaw.com]

Sent: Monday, March 27, 2017 8:53 AM

To: Brown, Laura J.S. (ENRD) <LBrown@ENRD.USDOJ.GOV>; lkogan@koganlawgroup.com

Cc: Uholik, Brian (ENRD) <BUholik@ENRD.USDOJ.GOV>; Kolman, Chloe (ENRD) <CKolman@ENRD.USDOJ.GOV>

Subject: RE: US v Brace

Laura:

Attached are our revisions to the joint motion to seal. As you will see, we have added some additional email correspondence that is relevant to the motion and that we would like to include in this motion and removed the references to the mediation agreement (per our explanation below). A copy of those