From: Jessica Bell [redacted]>
To: "Turner Smith (AGO)" [redacted]>
Cc: Bethany Davis [redacted]>
Subject: proposed retainer agreement
Date: Wed, 22 Jul 2026 15:32:56 +0000
Importance: Normal
Attachments: Massachusetts_MAPLE_retainer_2026.07.22.docx
Inline-Images: image.png

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Turner,

I am pleased to share the attached MAPLE Initiative pro bono retainer agreement for your review and consideration. We are happy to set up some time to discuss.

All my best,
Jessica

Jessica R. Bell (she/her)
Legal Director | Multistate Assistance for Public Service Leadership and Excellence (MAPLE) Initiative
Vermont Law and Graduate School
C: [redacted]
vermontlaw.edu



RETAINER AGREEMENT

The Attorney General of Massachusetts, Office of the Attorney General ("AGO") and the lawyers at the MAPLE Initiative ("Counsel"), a project of Vermont Law and Graduate School, enter into this agreement for Counsel to advise AGO from time to time on administrative, judicial, or statutory matters involving energy, climate change, and environmental protection as requested by AGO and agreed by Counsel (the "Subject Matters"), including advice on the Subject Matters as may be sought in connection with potential litigation brought by or involving AGO.

For purposes of this Agreement, "Counsel" includes only those lawyers working on the Subject Matters in their capacity as employees or volunteers of, or consultants to, the MAPLE Initiative; it does not apply to MAPLE Initiative Fellows who are or will be serving as seconded employees. It does include anyone other person at or component of Vermont Law and Graduate School unless separately agreed to in writing.

Counsel and AGO are individually referred to in this Agreement as a "party" or, collectively, as the "parties."

Counsel and AGO agree to the following terms and conditions:

SCOPE AND NATURE OF ENGAGEMENT

1. Counsel has agreed to advise AGO on the Subject Matters, including in connection with potential litigation to be brought by or involving AGO. Counsel's engagement is limited to advising the AGO on the Subject Matters only and does not include any commitment or undertaking to appear or represent the AGO in any proceeding or litigation or to advise the AGO in any other matter, proceeding or litigation.

2. The relationship of Counsel to AGO arising out of this Agreement is that of attorney and client.

3. Counsel is not obligated to help AGO secure legal representation for any legal issues not covered by this Agreement. If Counsel decides to advise AGO in connection with issues other than the Subject Matters, Counsel and the AGO will agree to that engagement in a separate written agreement.

FEES, COSTS AND EXPENSES

4. This engagement is pro bono, and Counsel agrees not to charge AGO any attorneys' fees for Counsel's legal services.

5. Counsel will assume all costs associated with its work on the Subject Matters, which may for example include photocopying charges, online legal research fees, travel expenses of its personnel or long distance telephone charges. AGO undertakes no obligation to pay any of the costs advanced by Counsel in advising AGO in connection with the Subject Matters.

6. AGO will be responsible for paying all expenses in connection with any investigation, proceeding or litigation involving or arising from the Subject Matters that would have been incurred if Counsel were not providing advice on the Subject Matters, which may for example include court reporter fees, transcript fees and expert witness fees. Such expenses shall be paid directly by the AGO, and may not be incurred by Counsel without the AGO's prior written approval.

DUTIES OF DISCLOSURE & CONFIDENTIALITY

7. Counsel and AGO each agree to ensure that all confidential and/or privileged/attorney work product information provided to each other is kept confidential. To avoid misunderstandings or inadvertent disclosure, all documents exchanged pursuant to this Agreement should bear the legend: "Confidential – Attorney-Client Privileged" or words to that effect and, in addition, documents should bear the legend "Attorney Work Product" where applicable; provided, however, that any failure to include such legend shall not deem the applicable communication unprotected by relevant privileges.

8. Counsel shall not enter into a common interest agreement related to Subject Matters covered under this Agreement, or presume that a common interest exists with a third party without prior authorization from the AGO. It is expected that common interest agreements involving cooperation with other state Attorneys General offices pursuing collective action will be routinely granted by the AGO.

9. With the consent of AGO, Counsel may jointly advise the Attorney General's Office of one or more other states in connection with the same matters on which it also advises AGO. When Counsel advises AGO and another state or states on the same matters, AGO understands and agrees that if there is any conflict of interest between AGO and the other state or states, AGO waives that conflict. Moreover, Counsel will not and cannot keep confidences between its clients; as a result, Counsel may share any material fact learned from AGO with any other client advised by Counsel on the same matter. As a result, Counsel will only advise another client on the same matter after consultation and consent from AGO.

10. Counsel will take reasonable steps to ensure that all information exchanged between Counsel and AGO or generated by Counsel in connection with its performance of services hereunder is made available solely to Counsel personnel who work directly on the Subject Matters.

11. Upon request, Counsel will provide AGO with a copy of all applicable written materials prepared by Counsel in the performance of legal services hereunder.

12. Counsel and AGO agree that AGO is subject to freedom of information or public records laws and that nothing in this Agreement is intended to alter or limit the disclosure requirements of such laws. If AGO receives a request from a non-party to release, discuss, obtain access to any information in connection with this Agreement, AGO shall notify Counsel of such request prior to the date on which a response to such request is due with the goal of providing such notification at least ten calendar days before the response deadline. AGO shall assert to the extent authorized by law and subject to any mandatory disclosure laws or court orders, all

relevant and applicable privileges and other objections that AGO determines are relevant and applicable to the disclosure of such information.

POTENTIAL CONFLICTS OF INTEREST/TERMINATION OF ENGAGEMENT

13. Counsel shall take such measures as it deems necessary to ensure that its engagement in connection with the Subject Matters does not give rise to any conflict with the interests of Counsel's other clients, specifically including with respect to any matter, investigation, proceeding or litigation that any of Counsel's other clients has with, before or against AGO.

14. Neither the AGO nor Counsel is aware of any disagreement or conflict between the AGO and Counsel at this time, but both understand that disagreements or conflicts between the AGO and Counsel may arise in the future and affect the Subject Matters. If such disagreements or conflicts occur and cannot be resolved with the continued assistance of Counsel, AGO understands that Counsel may have to withdraw from this engagement.

15. The AGO and Counsel are free, at any time and with or without cause, to end this engagement.

COUNSEL'S ACKNOWLEDGMENTS

16. In the performance of its services hereunder, Counsel will comply with all applicable laws, rules and regulations pertaining to the rendering of such services, maintain all licenses required under applicable law, and maintain adequate Professional Liability Insurance at its own cost.

17. Counsel acknowledges that Counsel personnel working on the Subject Matters are not considered Massachusetts state employees and will not be entitled to protections afforded state employees under [Insert State Law] / under the Public Officers Law or otherwise.

18. Counsel acknowledges that (a) in addition to whatever supervision Counsel performs over the services it provides hereunder, its work on the Subject Matters will be subject to supervision and direction by AGO, through a designated AGO attorney, and (b) AGO shall at all times retain decision-making authority in connection with any proceeding or litigation concerning or arising from the Subject Matters, including with respect to (i) selecting and retaining expert witnesses, (ii) filing motions or other court papers, and (iii) proposing, negotiating, or agreeing to settlement.

19. The AGO shall have no liability under this contract to Counsel or to anyone else.

20. Any opinions prepared by Counsel do not constitute official opinions of the Massachusetts Attorney General unless the prior written approval of the Attorney General is obtained.

MODIFICATION

21. This Agreement represents the parties' entire agreement pertaining to fees and costs in relation to the Subject Matters, and may not be amended or modified except in writing, signed by all parties. This Agreement is binding on AGO and on Counsel and the respective successors in

interest of each. This Agreement may not be assigned by Counsel without the AGO's prior written consent.

SEVERABILITY

22. If any clause of this Agreement is found by a Court of competent jurisdiction to be void or unenforceable, then, in that event, such clause shall be severed and the rest and remainder of the Agreement shall remain in force and effect such as to best reflect the intentions of the parties as indicated solely by this document.

EFFECTIVE DATE

23. This Agreement shall be effective as of [Insert Date]. It may be executed in counterparts and all the counterparts together shall constitute a single agreement.

AGO'S ACKNOWLEDGMENTS

24. AGO acknowledges that it has fully read, understands, and freely enters into this Agreement and that it has received a copy of this Agreement.

25. AGO acknowledges that Vermont Law and Graduate School is a not-for-profit education corporation and that the furnishing of legal services by Counsel is incidental to Vermont Law and Graduate School's purposes.

Dated: [Insert Date]

Vermont Law and Graduate School

By:

_____
Bethany Davis
Executive Director, MAPLE Initiative

Dated: [Insert Date]

Office of the Attorney General of Massachusetts

By:

_____
[Insert Name]
[Insert Title]

From: Jessica Bell [redacted]>
To: "Smith, Turner (AGO)" [redacted]>, "Johnston, Richard (AGO)" [redacted]>
Cc: Bethany Davis Noll [redacted]>, Natalia Sorgente [redacted]>, Stina Trollbäck [redacted]>
Subject: Anticipated End of Pro Bono Legal Services Agreement
Date: Fri, 7 Aug 2026 13:17:34 -0400
Importance: Normal

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Dear Turner and Rich,

The State Energy & Environmental Impact Center at NYU School of Law will be terminating the pro bono legal services agreement with your office, as we have discussed. The termination will be effective August 31, 2026. In compliance with our professional responsibility obligations, we would like to have a discussion with you about returning our client files. We would like to understand what files would serve your needs and how best to transfer anything you would like to have, beyond the materials which are already in your possession. My colleague, Stina, can help us find a time to discuss, or please let us know if you do not need materials beyond those which are already in your possession.

Thank you,
Jessica

--
Jessica R. Bell
Energy Director & Deputy Director
State Energy & Environmental Impact Center
NYU School of Law
[redacted]
Pronouns: she/her

Receive the Center's newsletter | *Follow the Center on Instagram* | *Follow the Center on Bluesky*

VERMONT
LAW & GRADUATE SCHOOL

Wednesday, August 12, 2026
Sent via email to [redacted]

Dear Hannah Perls,

I am delighted to confirm our offer of employment with Vermont Law and Graduate School for the position of Fellow. Your first day of employment will be September 1, 2026, and is expected to end August 31, 2027, subject to continued available grant funding. This appointment may be extended upon mutual agreement.

Duties: The responsibilities of the Fellow are outlined in the job description for this position. Job descriptions are subject to change at any time based on the needs of the department or Vermont Law and Graduate School. Please review your job description at least annually to verify accuracy and update any needed changes with your supervisor.

During your employment, you will be seconded to the MA Office of the Attorney General. Pursuant to an agreement between Vermont Law and Graduate School and the MA "OAG", during your employment, you will be under the direction and control of, and owe a duty of loyalty to, the MA "OAG", and will be subject to MA "OAG" policies regarding employee conduct. The "OAG" will provide additional details to you directly about the applicable policies.

Compensation: Your initial compensation will be $93,547.00 annually, paid on a bi-weekly basis. This is an exempt, full-time position, based on a 40-hour work week.

Terms of Employment and Benefits: Terms of your employment with Vermont Law and Graduate School may be found in the "Vermont Law and Graduate School Staff Handbook". This is a benefits-eligible position. Vermont Law and Graduate School will make available to you the same benefits offered to all benefits-eligible staff effective on your first day of employment, and then again at our annual open enrollment, as long as your employment status exceeds 30 hours per week. Details on employee benefits can be found in the annual employee benefits guide.

Immediately after accepting your offer letter:

- Vermont Law and Graduate School will begin your welcome and onboarding. If not already completed, this may include a background check, the successful completion of which determines your hire.
- In addition, we will ask you begin entering information in Paylocity HRIS, including personal information, direct deposit, withholding, and employment verification. This information must be completed prior to your start date.

Vermont Law and Graduate School is required by federal law to verify the identity and work authorization of all new employees. Accordingly, this offer is contingent upon such verification.

VERMONT
LAW & GRADUATE SCHOOL

On or before your first day of work, you will have a scheduled orientation with Human Resources to finalize your employment authorization. Employment identification must be provided within three (3) days of your first day of work by Federal Law. Your orientation will also allow you to begin your online benefits enrollment, and you will have an opportunity to ask any additional questions you may have.

We look forward to developing our relationship with you and hope you view this opportunity as a chance to have a long-term, positive impact. Nonetheless, please understand that Vermont Law and Graduate School is an at-will employer. This means that either you or Vermont Law and Graduate School are free to end the employment relationship at any time, with or without notice or cause. Nothing in this letter or Vermont Law and Graduate School Policies and Procedures, either now or in the future, are intended to change the at-will nature of our relationship.

We are very excited that you will be joining us at Vermont Law and Graduate School and we look forward to working with you, Hannah.

Sincerely,

Christine Saul

Christine Saul
HR Business Partner
[redacted]

bcc:
MA Office of the Attorney General
Kim Harris, VP of People and Operations, VLGS
Jared Lewis, HR Generalist, VLGS
Shira Lowinger, MAPLE Initiative
Jessica Bell, MAPLE Initiative

I understand that I am consenting to electronically sign this document, and that the electronic signature created has the same legal effect as a traditional pen and ink signature.

_____
Hannah Perls

_____
Date

From: Jessica Bell [redacted]>
To: "Turner Smith (AGO)" <[redacted]>
Cc: Bethany Davis [redacted]>
Subject: Re: proposed retainer agreement
Date: Tue, 18 Aug 2026 12:55:39 +0000
Importance: Normal
Attachments: Massachusetts_MAPLE_retainer_2026.08.18.docx
Inline-Images: image.png; image(1).png

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Hi Turner,

I am reupping this thread about the proposed MAPLE retainer, [redacted] Please let us know if it would be helpful to discuss at any point.

Thank you,
Jessica

Jessica R. Bell (she/her)
Legal Director | Multistate Assistance for Public Service Leadership and Excellence (MAPLE) Initiative
Vermont Law and Graduate School
C: [redacted]
vermontlaw.edu



From: Jessica Bell
Sent: Wednesday, July 22, 2026 11:32 AM
To: Turner Smith (AGO) [redacted]>
Cc: Bethany Davis [redacted]>
Subject: proposed retainer agreement

Turner,

I am pleased to share the attached MAPLE Initiative pro bono retainer agreement for your review and consideration. We are happy to set up some time to discuss.

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Jessica R. Bell (she/her)