



August 11, 2026

Mr. Lee Feder
Senior Vice President
Canopy Offshore Wind, LLC
353 N. Clark St., 30th Floor
Chicago, IL 60654
lee.feder@rwe.com

Custodian of Records
Canopy Offshore Wind, LLC
353 N. Clark St., 30th Floor
Chicago, IL 60654

Re: Offshore Wind Lease OCS-P 0561

Dear Mr. Feder and Custodian of Records:

This correspondence, including the enclosed administrative investigative subpoena, is sent in connection with an investigation by the California Energy Commission (CEC) into the premature relinquishment of the lease for offshore wind energy held by Canopy Offshore Wind, LLC (Canopy), Lease OCS-P 0561. The circumstances prompting this investigation are as follows.

On August 6, 2026, RWE U.S announced¹ that it had reached a settlement with the U.S. Department of the Interior whereby the company will relinquish its lease to develop an offshore wind project up to 1.6 gigawatts (GW) in capacity off the Humboldt coast in Northern California in exchange for a payout. RWE U.S. Offshore will receive \$1.22 billion in settlement funds that also includes two other offshore wind energy leases off the coasts of New York and Louisiana.

The announcement states that “RWE U.S. Offshore secured these leases from the U.S. government with a long-term commitment to develop offshore wind capacity in American waters and invested more than \$1 billion toward the leases and the development of these projects. These leases provided legal rights to develop offshore projects and represented years of planning, investment, and partnership with federal agencies.” The announcement indicates that corporate affiliates of RWE U.S. will use proceeds from the settlement agreement to fund LNG infrastructure and natural gas turbine reservations to develop 15 natural gas peaking projects across the U.S. Neither the agreement nor any additional information about it has been made publicly available.

Following the participation of RWE Offshore Wind Holdings, LLC in the December 2022 U.S. Bureau of Ocean Energy Management (BOEM) competitive auction for offshore wind energy leases, the company was awarded Lease Area

¹ <https://www.rwe.com/en/press/rwe-americas/2026-08-06-rwe-us-offshore-reaches-settlement-with-doi-on-offshore-wind-leases/>

OCS-P 0561, comprised of approximately 63,338 acres off the Northern California coast, and entered into a lease with effective date of June 1, 2023. (On January 9, 2024, the company announced the project's name as the Canopy Offshore Wind Farm.) Canopy was to construct wind turbine generators installed on floating platforms, mooring, and anchoring systems connecting them to the seabed, inter-array cables, floating offshore substation(s), offshore export and telecommunication cables, cable landfall(s), onshore export cables, offshore or onshore substation(s), and onshore interconnection cable(s) to the point(s) of interconnection to the onshore electric grid.

Canopy's taxpayer-funded lease buyout deal announced last week undermines significant investments made by the State of California and other public entities in California to develop the transmission and port infrastructure necessary for offshore wind projects, which were made in reliance on commitments by Canopy and other companies who hold leases to develop offshore wind projects off the coast of California, as well as by the federal government.

Those investments support the State's goal to develop up to 25 GW of offshore wind capacity by 2045 in order to accelerate the clean energy transition by providing a consistent, reliable source of clean electricity, support the State's greenhouse gas emission reduction goals, create local manufacturing jobs and drive economic development.

To date, California has invested more than \$100 million in reliance on the commitments, which include, but are not limited to:

1. \$42.75 million awarded through the Waterfront Facilities Improvement Program to five port projects to support the staging, integration, operations, and/or maintenance of offshore wind turbines.
2. \$10.5 million awarded to the Humboldt Bay Harbor District to develop an offshore wind port facility to support staging, integration, operations, and maintenance of offshore wind turbines.
3. \$42 million awarded to technology providers and national laboratories to develop innovative anchoring systems, mooring lines, floating substation designs, and environmental monitoring tools.
4. \$3 million for offshore wind monitoring and ecosystem protection research and development at the Ocean Protection Council.
5. \$1 million to develop the AB 525 Offshore Wind Energy Strategic Plan and its various technical sub-reports, the AB 3 Second Phase Port Readiness Study, and Offshore Wind Supply Chain Study.
6. \$1 million to plan for transmission studies regarding interconnection and grid hosting capacity for offshore wind.

7. At least \$2 million in staff and administrative costs to support the development and implementation of the above investments.

Canopy's lease also includes bid credit commitments of more than \$24 million for workforce training and supply chain (p. C-22 of the lease), and \$6 million in Lease Use Area Community Benefits Agreements (p. C-27 of the lease), plus any applicable interest and penalties. The company's strategy for how to fulfill these funding commitments was included in its December 2022 lease auction bid package and indicates how they would have conferred direct benefits to California and other in-state entities and must be paid back if the company forfeits its lease.

In addition to its development of the State's offshore wind energy strategic plan pursuant to AB 525, the CEC has significant planning and investment responsibilities with regard to offshore wind, and Canopy's lease buyout deal is relevant to several active CEC proceedings. These include AB 3 (Stats. 2024, ch. 314) – California Offshore Wind Advancement Act (Docket No. 25-AB-03), Proposition 4 Offshore Wind Ports Development Program (Docket No. 26-POPD-01), AB 209 (Stats. 2022, ch. 251) Offshore Wind Waterfront Facility Improvement Program (Docket No. 23-MISC-01), and AB 525 (Stats. 2022, ch. 231) Offshore Renewable Energy / Offshore Wind Strategic Plan (Docket No. 17-MISC-01).

The CEC has opened an investigation into the premature relinquishment of Lease OCS-P 0561, the circumstances surrounding it, and potential violations of law in connection with offshore wind lease buyouts. You are directed to review the enclosed administrative investigative subpoena issued by the CEC and the enclosed letter from the California Attorney General's Office.

Sincerely,



Drew Bohan
Executive Director

Enclosures

SANJAY RANCHOD, Chief Counsel, SBN 217887
LISA DECARLO, Deputy Chief Counsel, SBN 199529
BARBARA BORKOWSKI, Attorney, SBN 279360
Chief Counsel's Office, California Energy Commission
715 P Street
Sacramento, California 95814
Attorneys for the California Energy Commission

**BEFORE THE CALIFORNIA NATURAL RESOURCES AGENCY
CALIFORNIA ENERGY COMMISSION**

In the Matter of the Investigation of:

CANOPY OFFSHORE WIND, LLC

**ADMINISTRATIVE INVESTIGATIVE
SUBPOENA DUCES TECUM TO
PRODUCE BOOKS, ACCOUNTS,
DOCUMENTS, WRITINGS, AND
TANGIBLE THINGS**

(Government Code section 11180 *et seq.*)

The Executive Director of the State Energy Resources Conservation and Development Commission, known as the California Energy Commission (CEC), pursuant to the authority provided in Public Resources Code Section 25210 and Government Code Sections 11180 *et seq.*, hereby issues this subpoena on August 11, 2026 to:

**Custodian of Records, CANOPY OFFSHORE WIND LLC
353 N. Clark St., 30th Floor
Chicago, IL 60654**

CANOPY OFFSHORE WIND LLC IS COMMANDED to produce the papers, books, records and documents in your possession or under your control described in the accompanying Exhibit A to this subpoena. The records and completed affidavit of custodian of records must be sent within 21 days of service of this subpoena to:

Lisa DeCarlo, Deputy Chief Counsel
California Energy Commission
715 P Street, Sacramento, CA 95814
lisa.decarlo@energy.ca.gov

If you have any questions about this subpoena, contact: Theodore McCombs, Deputy Attorney General, at theodore.mccombs@doj.ca.gov.

1 Failure to comply with the requirements of this subpoena will subject you to liability as
2 prescribed by law.

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6 _____
7 Drew Bohan
8 Executive Director
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1 **EXHIBIT A**

2 **DEFINITIONS**

3 1. “DOCUMENTS” means all materials included in the definition of “writing” in California
4 Evidence Code section 250, including digital files and electronically stored information (ESI).

5 2. “ESI” includes active, archived, and deleted copies of ESI, such as emails, voicemails,
6 text messages, instant or direct messages (DMs), ephemeral messages, calendars, diaries, word
7 processing files, spreadsheets, PDFs, JPEGs, PowerPoint presentations, recordings of
8 videoconferences or conference calls, database files, temporary internet files, cookies, .ZIP files,
9 stored correspondence from workplace collaboration tools, among others; as well as the ESI’s
10 metadata, including the date it was created, the date it was last modified, and the name of the
11 individual who created it; whether stored online, offline, in a cloud-based server or in other
12 electronic storage, or on any computers, handheld devices, tablets, cell phones, or other devices
13 over which you have possession, custody, or control.

14 3. “COMMUNICATIONS” means all DOCUMENTS including letters, e-mails, text
15 messages, notes, telephone logs, voicemails, or other records of information relayed between one
16 or more persons or parties, excluding communications between RWE and CEC.

17 4. “RWE” means Canopy Offshore Wind, LLC, RWE Offshore Wind Holdings, LLC, and
18 any of its principals, owners, officers, directors, shareholders, agents, contractors, employees,
19 representatives, consultants, accountants, attorneys, any other persons acting or purporting to act
20 on its behalf, and any predecessors, successors, subsidiaries, parents, assignees, or affiliates of the
21 foregoing.

22 5. “RWE LEASE” means that Lease OCS-P 0561 entered into by and between the United
23 States of America and REW, a commercial lease of submerged lands for renewable energy
24 development on the Outer Continental Shelf, effective as of June 1, 2023, and any amendments
25 and restatements.

26 6. “OFFSHORE WIND LEASE” means any commercial lease of submerged lands for
27 renewable energy development on the Outer Continental Shelf under the Outer Continental Shelf
28 Lands Act, 43 U.S.C. §§ 1331 et seq., to generate energy using wind turbine generators and

1 associated offshore infrastructure.

2 7. “DECEMBER 2022 PACIFIC WIND LEASE SALE” means the competitive auction and
3 offshore wind energy lease sale for areas on the Outer Continental Shelf off central and northern
4 California conducted in December 2022 by BOEM.

5 8. “CEC” means the State Energy Resources Conservation and Development Commission,
6 known as the California Energy Commission.

7 9. “DOI” means the U.S. Department of Interior, including the Bureau of Ocean Energy
8 Management (BOEM), and any of its officers, employees, or legal representatives, including
9 attorneys of the U.S. Department of Justice acting or purporting to act on DOI’s behalf.

10 10. “DEVELOPER” means any lessee holding an OFFSHORE WIND LEASE, and any
11 principals, owners, officers, directors, shareholders, agents, contractors, employees,
12 representatives, consultants, accountants, attorneys, any other persons acting or purporting to act
13 on its behalf, and any predecessors, successors, subsidiaries, parents, assignees, or affiliates of the
14 foregoing.

15 INSTRUCTIONS

16 1. Your response to the subpoena should include a declaration or affidavit. It should state
17 that a diligent search for all requested DOCUMENTS has been conducted and that the affiant or
18 declarant was in charge of the search or otherwise monitored and reviewed the search sufficiently
19 to be able to represent under oath that such a search was conducted. It should be signed under
20 oath by the person most knowledgeable about the DOCUMENTS and YOUR efforts to comply
21 with the subpoena. If different people are the most knowledgeable about portions of the search
22 (e.g., one person is most knowledgeable about DOCUMENTS contained in computer media and a
23 different person is most knowledgeable about DOCUMENTS contained on paper) each should sign
24 an affidavit or declaration identifying the category in the request for DOCUMENTS for which
25 that person is the most knowledgeable.

26 2. Unless otherwise indicated, for any ESI, produce the DOCUMENT in the original
27 electronic file format in which it was created (e.g., spreadsheets should be Excel files and word-
28 processed DOCUMENTS should be Word files), together with any instructions or other materials

1 necessary to use or interpret the data. Electronic mail messages must be provided even if only
2 available on backup or archive tapes or disks. Photographs should retain their original file
3 properties, including date the photograph was taken, who took the photograph produced, and the
4 latitude and longitude of the place, if any, depicted in the photograph. Computer media should be
5 accompanied by (a) an identification of the generally available software needed to open and view
6 the DOCUMENTS or (b) a copy of the software needed to open and view the DOCUMENT.

7 Note, however, that if a print-out from a computer DOCUMENT is a non-identical copy of the
8 electronic form in which it was created, both the electronic form in which the DOCUMENT was
9 created and the original print-out should be produced.

10 3. For each DOCUMENT contained in an audio or video medium, provide both the tape,
11 disk or other device from which the audio or video can be played and the transcript of the
12 DOCUMENT.

13 4. For all DOCUMENTS you do not produce in the original, as defined in Evidence Code
14 section 255, you may submit copies in lieu of original DOCUMENTS provided that such copies
15 are accompanied by an affidavit of an officer of RWE stating that the copies are true, correct, and
16 complete copies of the original DOCUMENTS. If there is in your possession, custody or control
17 no original, but only a copy or photographic record thereof, produce a true and legible copy of
18 each such DOCUMENT. The accompanying affidavit should state that the DOCUMENT is only
19 a copy or photographic record and not the original.

20 5. If a DOCUMENT is responsive to this subpoena and is in your control, but is not in
21 YOUR possession or custody, in addition to obtaining and producing the DOCUMENT, identify
22 the person who had possession or custody of the DOCUMENT, their telephone number and
23 current business and residence addresses.

24 6. If any DOCUMENT subpoenaed is no longer in your possession, custody, control or care,
25 provide a written statement identifying the DOCUMENT with specificity, stating whether it is
26 lost or missing, has been destroyed, has been transferred to others, or has otherwise been disposed
27 of. The written statement should also identify the person who disposed of the DOCUMENT,
28 explain the circumstances and authorization for the disposition and the approximate date of the

1 disposition of the DOCUMENT. If there are no DOCUMENTS responsive to a document request,
2 as to each such document request, include a statement to that effect in the accompanying
3 declaration or affidavit.

4 7. DOCUMENTS provided in response to this subpoena should be complete and, unless
5 privileged, unredacted, submitted as found in your files (e.g., DOCUMENTS that in their original
6 condition were stapled, clipped, attached as a "post-it," or otherwise fastened together shall be
7 produced in equivalent form).

8 8. Identify each DOCUMENT produced pursuant to this subpoena according to the category
9 in the subpoena to which it is responsive. In lieu of indicating on each DOCUMENT the category
10 to which it is responsive, on the date set for production, you may instead provide an index of all
11 DOCUMENTS you produce, as long as this index shows by document control number the
12 request(s) to which each DOCUMENT or group of DOCUMENTS is responsive. Mark each page
13 of a paper DOCUMENT with consecutive document control numbers.

14 9. The document requests contained in this subpoena should be deemed to include a request
15 for all relevant DOCUMENTS in the personal files, including but not limited to files contained on
16 laptops, palm devices, home computers and home files of your officers, employees, accountants,
17 agents and representatives, and unless privileged, attorneys.

18 10. If any DOCUMENTS are withheld from production based on a claim of privilege, provide
19 a log under oath by the affiant or declarant, which includes each DOCUMENT's authors,
20 addressees, date, a description of each DOCUMENT, all recipients of the original, and any
21 copies, and the request(s) of this subpoena to which the DOCUMENT is responsive. Attachments
22 to a DOCUMENT should be identified as such and entered separately on the log. For each author,
23 addressee, and recipient, state the person's full name, title, and employer or firm, and denote all
24 attorneys with an asterisk. To the extent the claim of privilege relates to any employee, agent,
25 representative, or outside attorney, identify the person's name, division, and organization. In the
26 description of the DOCUMENT, provide sufficient information to identify its general subject
27 matter without revealing information over which a privilege is claimed. For each DOCUMENT
28 withheld under a claim that it constitutes or contains attorney work product, also state whether

1 you assert that the DOCUMENT was prepared in anticipation of litigation or for trial and, if so,
2 identify the anticipated litigation or trial on which the assertion is based. Submit all non-
3 privileged portions of any responsive DOCUMENT (including non-privileged or redactable
4 attachments) for which a claim of privilege is asserted (except where the only non-privileged
5 information has already been produced in response to this instruction), noting where redactions in
6 the DOCUMENT have been made. DOCUMENTS authored by outside lawyers representing you
7 that were not directly or indirectly furnished to you or any third-party, such as internal law firm
8 memoranda, may be omitted from the log.

9 11. All confidential business information (CBI) produced under this subpoena is subject to the
10 protections against disclosure in Government Code Section 11183. Clearly mark any
11 DOCUMENTS you consider to be CBI with an appropriate legend, such as “CONFIDENTIAL,”
12 “HIGHLY CONFIDENTIAL,” or the like. You may not withhold non-privileged DOCUMENTS
13 on the basis that they constitute CBI.

14 RECORDS

15 1. The full terms of the agreement between RWE and DOI, or any other part of the U.S.
16 federal government, announced by RWE on August 6, 2026 involving relinquishment or
17 cancellation of the RWE LEASE, including any conditions, performance requirements, or
18 clawback provisions tied to payment.

19 2. COMMUNICATIONS within RWE concerning any agreement, proposed agreement, or
20 potential agreement between RWE and DOI, or any other part of the U.S. federal government,
21 involving relinquishment or cancellation of the RWE LEASE from January 20, 2025 to the
22 present.

23 3. COMMUNICATIONS within RWE concerning litigation or administrative proceedings
24 over the RWE LEASE, whether brought by any party, and whether anticipated, hypothetical,
25 threatened or actual, from January 20, 2025 to the present.

26 4. COMMUNICATIONS within RWE referring or relating to demand letters, notices of
27 intent to sue, litigation hold notices, document preservation notices, or analyses concerning the
28 RWE LEASE, from January 20, 2025 to the present.

- 1 5. The Bidder Financial Form that RWE submitted to DOI for the DECEMBER 2022
2 PACIFIC WIND LEASE SALE, including but not limited to the “conceptual strategy”.
- 3 6. COMMUNICATIONS within RWE referring or relating to the “conceptual strategy”
4 submitted as part of or in connection with the Bidder Financial Form that RWE submitted to DOI
5 for the DECEMBER 2022 PACIFIC WIND LEASE SALE, from June 1, 2023 to the present.
- 6 7. COMMUNICATIONS within RWE concerning fulfillment of, or investment to fulfill, the
7 bid credits described in Appendix C of the RWE LEASE, from June 1, 2023 to the present.
- 8 8. COMMUNICATIONS between RWE and DOI referring or relating to any national
9 security issue or defense concerning the RWE LEASE, from June 1, 2023 to the present.
- 10 9. COMMUNICATIONS between RWE and DOI concerning relinquishment, potential
11 relinquishment, cancellation, or potential cancellation of the RWE LEASE, from January 20,
12 2025 to the present, including, but not limited to, the lease relinquishment or cancellation letter,
13 the lease relinquishment form required under 30 C.F.R. § 585.435, and any DOCUMENTS
14 concerning compliance with the lease relinquishments under 30 C.F.R. § 585.435(a)(1)–(3).
- 15 10. COMMUNICATIONS concerning coordination or consultation between RWE and any
16 California state or local government affected by relinquishment, potential relinquishment,
17 cancellation, or potential cancellation of the RWE LEASE, from January 20, 2025, to the present.
- 18 11. COMMUNICATIONS between RWE and DOI concerning any agreement, proposed
19 agreement, or potential agreement between RWE and DOI, or any other part of the U.S. federal
20 government, involving relinquishment or cancellation of the RWE LEASE from January 20, 2025
21 to the present.
- 22 12. COMMUNICATIONS between RWE and DOI concerning litigation or administrative
23 proceedings over the RWE LEASE, whether brought by any party, and whether anticipated,
24 hypothetical, threatened or actual, from January 20, 2025 to the present.
- 25 13. COMMUNICATIONS between RWE and any DEVELOPER concerning litigation or
26 administrative proceedings over any OFFSHORE WIND LEASE, whether brought by any party,
27 and whether anticipated, hypothetical, threatened or actual, from January 20, 2025 to the present.
- 28 14. COMMUNICATIONS between RWE and any DEVELOPER concerning relinquishment,

1 potential relinquishment, cancellation or potential cancellation of any OFFSHORE WIND
2 LEASE, from January 20, 2025 to the present.

3 15. COMMUNICATIONS between RWE and any DEVELOPER concerning any agreement,
4 proposed agreement, or potential agreement between any DEVELOPER and DOI, or any other
5 part of the U.S. federal government, involving relinquishment or cancellation of any OFFSHORE
6 WIND LEASE from January 20, 2025 to the present.

7 16. DOCUMENTS sufficient to show the monetary value that RWE assigned to the RWE
8 LEASE over the period from June 1, 2024 through August 6, 2026, including the value of the
9 RWE LEASE on: (a) January 19, 2025; (b) the date that negotiations between RWE and DOI
10 over the cancellation of the RWE LEASE commenced; and (c) August 6, 2026.

11 17. DOCUMENTS sufficient to show the impairments, obligations, and/or liabilities that
12 RWE recorded pertaining to the RWE LEASE over the period from June 1, 2024 through
13 August 6, 2026.



C A L I F O R N I A

DEPARTMENT OF JUSTICE

Rob Bonta
Attorney General

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SAN DIEGO, CA 92101

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August 11, 2026

Mr. Lee Feder, Senior Vice President
Canopy Offshore Wind LLC
353 N. Clark St., 30th Floor
Chicago, IL 60654
lee.feder@rwe.com

RE: Notice to preserve all documents related to offshore wind lease cancellation agreements with the U.S. Department of Interior

Dear Mr. Feder:

We represent the California Energy Commission (CEC) in connection with agreements between the U.S. Department of Interior, Canopy Offshore Wind, LLC/RWE Offshore Wind Holdings, LLC, and other offshore wind energy developers to cancel the offshore wind lease OCS-P 0561 and other offshore wind leases (the “**Lease Buybacks**”). We are investigating potential violations of law in connection with the Lease Buybacks and anticipate litigation involving the federal government and parties to Lease Buybacks impacting California’s energy needs and offshore wind programs. The purpose of this letter is to ensure your awareness of anticipated litigation over the Lease Buybacks and provide information on the reasonable steps you must take to preserve and retain all hard copies and electronically stored information (“ESI”), as defined by Rule 34 of the Federal Rules of Civil Procedure, relevant to that anticipated litigation.

Federal courts consistently hold that once a party reasonably anticipates litigation, it must take steps to preserve relevant evidence. “The obligation to preserve evidence arises when the party has notice that the evidence is relevant to litigation or when a party should have known that the evidence may be relevant to future litigation.” *Apple Inc. v. Samsung Elecs. Co.*, 888 F. Supp. 2d 976, 990–91 (N.D. Cal. 2012) (quoting *Zubulake v. UBS Warburg LLC*, 220 F.R.D. 212, 216 (S.D.N.Y. 2003)). The preservation obligation arises not only during litigation but also extends to that prior period when future litigation is reasonably foreseeable, i.e., “[a]s soon as a potential claim is identified.” *Id.* at 991 (quoting *In re Napster, Inc. Copyright Litig.*, 462 F. Supp. 2d 1060, 1067 (N.D. Cal. 2006)). “Once a party reasonably anticipates litigation, it must suspend its routine document retention/destruction policy and put in place a ‘litigation hold’ to ensure the preservation of relevant documents.” *Apple*, 888 F. Supp. 2d at 991 (quoting *Zubulake*, 220 F.R.D. at 218). “That litigation may require a party to deviate from its normal data ESI management protocols is not unusual Nor does a data management system that regularly

overwrites information in the normal course of operation excuse a party from fulfilling their duty to preserve documents and information.” *Al Otro Lado, Inc. v. Nielsen*, 328 F.R.D. 408, 419 (S.D. Cal. 2018).

To fulfill your preservation obligation, you must take reasonable steps to preserve, intact and without modification, all hard copy documents and ESI (including metadata) relevant to the Lease Buybacks, including, but not limited to:

- Suspending document and data destruction policies;
- Retaining software, hardware, or other information required to access or view the ESI, such as:
 - identification codes;
 - passwords;
 - decryption applications;
 - decompression software;
 - reconstruction software;
 - network access codes;
 - manuals; and
 - user instructions
- Taking special action for archived or deleted ESI; and
- Taking any other reasonable steps necessary to prevent the destruction, loss, override, or modification of relevant data, either intentionally or inadvertently, such as through modification of your document retention policy and systems.

Potentially relevant ESI may include:

- (a) active, archived, and deleted copies of ESI, such as emails, voicemails, text messages, instant or direct messages (DMs), ephemeral messages, calendars, diaries, word processing files, spreadsheets, PDFs, JPEGs, PowerPoint presentations, recordings of videoconferences or conference calls, database files, temporary internet files, cookies, .ZIP files, stored correspondence from workplace collaboration tools, among others; and
- (b) the ESI’s metadata, including the date it was created, the date it was last modified, and the name of the individual who created it,

whether stored online, offline, in a cloud-based server or in other electronic storage, or on any computers, handheld devices, tablets, cell phones, or other devices over which you have possession, custody, or control.

The documents requested in the enclosed administrative investigative subpoena must be covered by your preservation activities, but do not represent the outer bound of your preservation

August 11, 2026

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obligation. Rather, that obligation extends to all documents that may be relevant to the anticipated litigation over the Lease Buybacks.

In addition, your obligation to take reasonable steps to preserve all hard copy documents and ESI relevant to the Lease Buybacks extends to those documents that are not in your direct possession or custody, but are within your power to preserve. Notably, documents may be in the possession or custody of your parent companies, subsidiaries, affiliates, officers, directors, managers, or agents are all subject to your preservation obligation if they may be relevant to the Lease Buybacks.

Your failure to preserve relevant data may constitute spoliation of evidence, which may subject you to sanctions. We trust that you will preserve for the duration of litigation all relevant hard copy documents and ESI.

Thank you in advance for your cooperation.

Sincerely,

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

THEODORE A. MCCOMBS
Deputy Attorney General

For ROB BONTA
Attorney General

TAM: