

COMMON INTEREST AGREEMENT

THIS COMMON INTEREST AGREEMENT is made and entered into by the National Football League, Inc. (“NFL”) and the Washington Football Team (“WFT”). NFL and WFT are each a “Party” to this Agreement and collectively referenced as the “Parties.”

RECITALS

WHEREAS, on July 16, 2020, WFT retained Wilkinson Walsh LLP to conduct an independent investigation into allegations lodged against WFT of hostile workplace culture, including but not limited to, allegations of sexual harassment and bullying (the “Investigation”) and to provide legal advice and guidance in connection with the Investigation, and on August 31, 2020, the Parties agreed that NFL would assume full oversight of the Investigation;

WHEREAS, since July 16, 2020, the Parties have shared and continue to share a common legal interest in the integrity of the Investigation and the defense of reasonably anticipated litigation; as well as a common interest in a joint legal strategy to ensure compliance with all applicable state and federal laws; and


WHEREAS, cooperation pursuant to these common legal interests will necessarily involve the sharing of confidential information and communications, as well as information and communications that are privileged as attorney-client communications and/or attorney work product, and the Parties expect that all confidentiality and privileges are preserved given the Parties common legal interests.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth here, the Parties agree that WFT and NFL share common legal interests, and that in furtherance of such interests, the Parties have and will continue to share information and communications with Wilkinson Walsh

and with each other in connection with the Investigation. The Parties agree that the attorney-client privilege and other legal privileges, and/or the work product doctrine, apply to any such information and communications, and the Parties further agree that their exchange of any such information and communications does not constitute a waiver of any applicable confidentiality, privilege, or work product claim that may otherwise be asserted as to information and communications exchanged. Furthermore, the Parties agree that neither WFT nor NFL shall have the authority to waive any applicable privilege, doctrine, or protection relating to any information and communications that are exchanged.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement, effective as of the date set forth below.

BY: 
Washington Football Team

BY: 
National Football League, Inc.

DATE: 9/8/2020

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