

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF MORTON

SOUTH CENTRAL JUDICIAL DISTRICT

Energy Transfer L.P., et al.

Case No. 30-2019-CV-00180

Plaintiff,

v.

**AFFIDAVIT OF
DR. RUUD M. HERMANS**

Greenpeace International, et al.,

Defendant.

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KW/SH

version 1A

STATEMENT UNDER OATH

Today, the fifth day of August two thousand twenty-five, appeared before me, _____
 Koen-Wietse van Wijk, assigned civil-law notary, hereinafter to referred to as: _____
 'civil-law notary', authorized to execute notarial deeds in the protocol of Robert-Jan-
 Eduard Zwaan, civil-law notary in The Hague, the Netherlands: _____
Mr Rudolf Martinus Hermans, residing at 2597 EA The Hague (the Netherlands),—
 Ruychrocklaan 201, born in Utrecht (the Netherlands), on the twenty-fifth day of —
 May nineteen hundred and fifty-nine, married. _____

IDENTIFICATION _____

The person appearing has identified himself with competent evidence of identity (a—
 valid Dutch passport) which has been satisfactorily shown to me, civil-law notary. —

STATEMENT UNDER OATH _____

The person appearing signed and subscribed the statement that is attached to this—
 deed as ANNEX, which aforementioned statement the person appearing: _____

- a. has sworn and affirmed to be correct to the best of his personal knowledge —
 under penalty of perjury, and _____
- b. has confirmed with an oath, in accordance with article 1 sub a of the law of the
 seventeenth day of July nineteen hundred and eleven, Bulletin of Acts and —
 Decrees 215 ("*Wet vorm van de Eed*"); _____

before me, civil-law notary. _____

CONCLUSION _____

The person appearing is known to me, civil-law notary. _____

The present deed was executed in The Hague, The Netherlands, on the day and —
 year first above written. _____

After the sum and substance of the present deed had been summarized to the —
 person appearing, she declared to have been enabled to take note of its contents—
 sufficiently prior to the execution of the present deed, to have received a summary —
 explanation of its contents, to have been informed of the consequences for the —
 parties that result from this deed. _____

Finally this deed, immediately after having been read in full, was signed by the —
 person appearing and consecutively by me, civil-law notary at fifteen hours ten —
 minutes. _____

(Follows signatures)

FOR TRUE COPY

I, Dr Rudolf M. (Ruud) Hermans, hereby declare as follows:

1. I have been asked by counsel for defendant Stichting Greenpeace Council ("GPI") to address certain questions on certain legal issues relating to the law of the Netherlands that have arisen in the case of Energy Transfer LP, Energy Transfer Operating LP and Dakota Access LLC (together: ("Energy Transfer") versus GPI pending before the State of North Dakota District Court, County of Morton, South Central Juridical District.

A. Brief Professional Summary

2. I studied Law (LL.M., 1983) and Physics (M.Sc., 1984) at Leiden University. In 2017, I obtained a Ph.D. from Radboud University, with a dissertation titled "The Investigation in the Corporate Inquiry Proceedings".
3. From April 1, 1984, to May 31, 2019, I practiced as an attorney (*advocaat*) at De Brauw Blackstone Westbroek N.V. in The Hague and Amsterdam, initially as an associate and, as of January 1, 1991, as a partner. During my whole career I was admitted to practice before the Dutch Supreme Court (*Hoge Raad*). Since September 2019, I have served as a *raadsheer-plaatsvervanger* (literally, "substitute appeal judge," at the Court of Appeal in The Hague.¹
4. I have held several relevant additional positions, including the following:
 - From 2010 to May 2019, I chaired the Advisory Committee on the Law of Civil Procedure of the Dutch Bar Association.
 - From June 2019 to May 2022, I served as Professor of Dispute Resolution at Radboud University, holding a rotating chair established by the university's Center for Postgraduate Legal Education.
 - Since 2020, I have been a member - and, since February 1, 2023, the chair - of the Cassation Committee of the Dutch Bar Association.²

¹ A *raadsheer-plaatsvervanger* is a member of the Dutch judiciary. Like other judges in the Netherlands, a *raadsheer-plaatsvervanger* is appointed for life, meaning until the mandatory retirement age of 73. Unlike full-time judges, a *raadsheer-plaatsvervanger* does not receive a fixed salary but is instead compensated with a modest per diem (*vacatiegeld*) for each court session to which they are assigned. Such assignments are made by or on behalf of the president of the relevant court, depending on the needs of the court. Appeals in the Netherlands are, as a rule, heard by a panel of three justices (*raadsheren*), and typically no more than one of these may be a *raadsheer-plaatsvervanger*. In my capacity as *raadsheer-plaatsvervanger* at the Court of Appeal in The Hague, I am assigned to sit approximately 30 to 40 times per year.

² In order to be admitted to practice before the Supreme Court of the Netherlands (*Hoge Raad*) in civil matters, an attorney must pass an examination demonstrating sufficient knowledge of appellate and cassation procedure. Upon passing this exam, the candidate is conditionally admitted to appear before the *Hoge Raad*. After a period of three years, the candidate must demonstrate adequate competence in handling cassation proceedings by submitting two case files in which they acted as counsel. Both the examination and the subsequent competency review are conducted by two members of the Cassation Committee of the Dutch Bar Association.

5. I have authored several dozen publications in the fields of civil law, bankruptcy law, corporate law, and the law of civil procedure. From 2015 to 2024, I was an editor of *SDU Burgerlijk Procesrecht*, a leading commentary on the Dutch Code of Civil Procedure (*Wetboek van Burgerlijke Rechtsvordering*, ("DCCP")). In addition, I serve as a board member of two foundations that act as plaintiffs in representative actions, which are broadly comparable to class actions in the United States. For further details, please refer to my résumé (attached).

B. List of documents reviewed

6. For the preparation of this opinion, I have reviewed the following documents:
- A copy of the writ of summons in the Dutch proceedings and an English translation thereof;
 - Energy Transfer's Emergency Motion for Anti-Suit Injunction;
 - 2nd amended complaint filed by Energy Transfer against GPI in the North Dakota state case;
 - The original 2017 complaint filed by Energy Transfer against Greenpeace International in the US federal court (dismissed in 2019); and
 - The Special Verdict form dated March 19, 2025.

C. The Dutch Procedure at a Glance

7. The summons in this case was served on February 11, 2025. GPI summoned Energy Transfer to appear at the docket hearing of the District Court Amsterdam, the Netherlands, scheduled for July 2, 2025. However, the legal proceedings are considered to have commenced on the date the summons was served (Article 125(1) DCCP). If Energy Transfer had wanted to expedite the proceedings, it could have summoned GPI for an earlier docket hearing date (Article 126 DCCP).
8. As GPI informed me orally, Energy Transfer did not appear at the docket hearing on July 2, 2025. As a result, default was entered against it, and the court scheduled judgment for July 30, 2025. However, before the court could render its decision, Jan Duyvensz, partner at Norton Rose Fulbright in Amsterdam, entered an appearance as counsel for Energy Transfer. The court then rescheduled the matter for the docket hearing on September 10, 2025, at which Energy Transfer may file its statement of defense. The court may grant Energy Transfer a further extension to do so (i) upon joint request by the parties or (ii) at Energy Transfer's request on the grounds of compelling reasons or force majeure (Article 2.6 of the Dutch National Rules of Procedure for Civil Summons Cases at District Courts). When submitting the statement of defense, Energy Transfer may include evidentiary documents and other exhibits, just as GPI did when submitting the summons.
9. After the statement of defense has been filed, the court will typically schedule an oral hearing. In exceptional cases, the court may instead allow the parties to exchange further written submissions (a statement of reply and a statement of rejoinder). During the oral hearing, both parties will have the opportunity to further explain their positions. They may submit additional exhibits up to ten days before the hearing. The court may also pose questions to the parties. During the oral hearing, there is no

opportunity to hear witnesses or experts. This is due to the specific rules of evidence under Dutch law.

10. Article 149(1) DCCP provides that, unless otherwise provided by law, the court may base its decision only on facts or rights that have been brought before it in the proceedings, either asserted by the parties or established in accordance with the rules of evidence. Facts or rights that are asserted by one party and not, or not sufficiently, disputed by the opposing party must be considered established by the court (subject to an exception that does not apply in this case).
11. The more detailed the assertions of one party are - particularly when supported by evidentiary documents - the higher the standard the court will apply to the reasoning required to dispute those assertions.
12. If the court finds that the rights and obligations asserted by one party have been sufficiently disputed and those contested facts are relevant to the decision, it might render an interim judgment and give the party bearing the burden of proof the opportunity to prove those facts in case that party offered to prove those facts by hearing witnesses. Alternatively, the court might render a final judgment directly in a situation where evidentiary documents provide sufficient proof of the disputed facts.
13. However, if the court finds that the rights and obligations asserted by one party have not been sufficiently disputed, the court can render a final judgment directly.
14. The above provides a very brief overview of how a Dutch summons-based civil procedure is handled in general terms. Variations are possible. I would like to point out two options that Energy Transfer could pursue.
15. First, Energy Transfer can challenge the international jurisdiction of the court. This objection must be raised - under penalty of forfeiting the right to do so - before any defense on the merits is presented (Article 11 DCCP). This can be done either in the statement of defense or in an incidental pleading (motion) raising the objection of lack of jurisdiction.
16. Second, Energy Transfer can request the court to stay the proceedings pending the outcome of the proceedings between the parties pending before the North Dakota State Court. Article 12 DCCP provides that, if a case has been brought before a court of a foreign state and a decision can be rendered in that case which is eligible for recognition and, where applicable, enforcement in the Netherlands, the Dutch court before which a case between the same parties concerning the same subject matter is subsequently brought may stay the proceedings until a decision is rendered by the foreign court. If that decision proves to be eligible for recognition and, where applicable, enforcement in the Netherlands, the Dutch court shall declare it lacks jurisdiction to hear the case.
17. To avoid any misunderstanding, I would like to emphasize that the fact that I am drawing attention to these procedural options available to Energy Transfer should not be interpreted as an expectation that the Amsterdam District Court will declare itself without jurisdiction or that it will stay the proceedings.

On the contrary, I find the arguments GPI has presented in the summons in support of the jurisdiction of the Amsterdam District Court to be persuasive. Moreover, a request to stay the proceedings pending a decision in the case before the North Dakota State court would already fail, given that the subject matter of the two proceedings is different. Please refer to paragraphs 41 through 43 of my declaration.

18. Civil justice in the Netherlands is of high quality. The law provides various safeguards to ensure procedural fairness, and there is no bias against foreign parties. In the WJP Rule of Law Index for civil justice, the Netherlands ranks fourth, behind Denmark, Norway, and Sweden.³

D. GPI's Claim in the Dutch Procedure and the Legal Grounds Supporting it

a. The Applicable Law governing GPI's Claim

19. Since the Dutch proceedings involve parties established in different countries, the applicable law to the dispute before the Amsterdam District Court must be determined in accordance with the rules of Dutch private international law.
20. In the summons, GPI asserts that its claim is governed by Dutch law (see Writ of Summons, para. 5.3). That assertion is correct.
21. The Dutch rules of private international law are codified in Book 10 of the Dutch Civil Code. In addition, where the legal relationship in dispute falls within the scope of international treaties or European regulations, those treaties and regulations apply. The legal grounds relied upon by GPI are the doctrines of abuse of right (*misbruik van bevoegdheid*) and tort, referred to in Dutch law as *onrechtmatige daad*.
22. Abuse of right is governed by Article 3:13 DCC, which, insofar as relevant, provides that a person who holds a right or power may not invoke it to the extent that they abuse it (paragraph 1). Abuse of a right may occur, among other things, when it is exercised with the sole purpose of harming another, for a purpose other than that for which it was granted, or in cases where, considering the imbalance between the interest served by the exercise of the right and the harm thereby caused, the exercise of that right cannot reasonably be justified (paragraph 2).
23. In the Dutch procedure, GPI claims to have suffered damages as a result of Energy Transfer's abuse of its authority by, amongst other, initiating legal proceedings against GPI in the United States. Claims I and II, summarized in paragraph 39 of my statement, are based on this allegation. Under Dutch law, such a claim is also classified as a tort claim (*vordering uit onrechtmatige daad*). For further details I refer to paragraph 29 through 31 of my declaration.

³ <https://worldjusticeproject.org/rule-of-law-index/global/2024/Civil%20Justice>.

24. Article 10:159 DCC provides that, for obligations that fall outside the scope of the Rome II Regulation⁴ and relevant treaties, but which qualify as torts (*onrechtmatige daad*), the provisions of the Rome II Regulation apply by analogy (...). The Rome II Regulation is not directly applicable to the Dutch procedure, as Energy Transfer is not domiciled within the European Union. Nevertheless, pursuant to Article 10:159 DCC, the provisions of the Rome II Regulation apply by analogy.
25. Article 4(1) of the Rome II Regulation provides that, unless otherwise specified in the Regulation, the law applicable to a non-contractual obligation arising out of a tort is the law of the country in which the damage occurs, regardless of the country in which the event giving rise to the damage took place and irrespective of the countries in which the indirect consequences of that event occur. Articles 4(2) and 4(3) set out exceptions to this general rule, which are not relevant to the present dispute.
26. In paragraph 7 of the Writ of Summons, GPI outlines in general terms the damages it has suffered. The damages consist of both material (economic) and immaterial (non-economic) losses. The material damages consist of financial losses, including: (a) the costs GPI has incurred in defending itself in two US legal proceedings - namely, the federal lawsuit and the state court proceeding pending in North Dakota (referred to by GPI as the SLAPP lawsuits); (b) the time spent, and still being spent, by GPI's staff in relation to the SLAPP lawsuits and their defense; and (c) other expenses associated with the SLAPP lawsuits. In addition, GPI asserts that, more broadly, its work as an NGO is being obstructed and undermined through these legal actions. The immaterial damages suffered by GPI include, among other things, reputational harm. For further details I refer to paragraph 36 through 38 of my declaration.
27. In my opinion, there can be no doubt that the damages GPI has suffered - and continues to suffer - have been incurred in the Netherlands. GPI is a foundation established under Dutch law, with its registered office and principal place of business in Amsterdam, where the majority of its employees also work. The damages, both past and ongoing, reduce GPI's net assets. Furthermore, the reputational harm is, to a significant extent, suffered in the Netherlands, given that GPI is domiciled here.
28. Based on the foregoing, it is my professional opinion that there is no doubt whatsoever that Dutch law governs GPI's claim.

b. Grounds Underlying GPI's Claim

29. Article 6:162 DCC provides that a person who commits a tort (*onrechtmatige daad*) against another, which can be attributed to him, is obligated to compensate the damage suffered by the other party as a result (paragraph 1). Acts qualifying as a tort include: an infringement of a right; an act or omission in violation of a statutory duty; or an act or omission contrary to what is considered proper according to unwritten law and accepted standards of societal conduct, unless there is a justification for the conduct

⁴ REGULATION (EC) No 864/2007 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 July 2007 on the law applicable to non-contractual obligations (Rome II), OJ EU July, 31, 2007, <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32007R0864>.

(paragraph 2). A tortious act is attributable to the wrongdoer if it is due to his fault or to a cause for which he is legally responsible, either under statute or according to generally accepted principles in society (paragraph 3).

30. The five requirements that must be met for a tort (*onrechtmatige daad*) under Dutch law are as follows:

- a. There must be an unlawful act, i.e.
 - an infringement of a right;
 - an act or omission in violation of a statutory duty; or
 - an act or omission contrary to what is considered proper according to unwritten law and accepted standards of societal conduct, unless there is a justification for the conduct;
- b. The unlawful act must be attributable to the perpetrator;
- c. There must be damage;
- d. There must be a causal link between the unlawful act and the damage;
- e. The violated norm must be intended to protect against the type of damage suffered (relativity requirement).

31. Abuse of rights (*misbruik van bevoegdheid*) qualifies as an act or omission in violation of a statutory duty and qualifies, when also the other requirements are met, as a tort (*onrechtmatige daad*).

32. Under Dutch law, the tort provision (*onrechtmatige daad*) is an open standard, which allows the court to interpret and apply it based on the specific circumstances of the case. For that reason, it is common practice in Dutch legal proceedings to rely on statutory provisions - both Dutch and European - on treaties to which the Netherlands is a party, on unwritten law, and on soft law, in order to give substance to this open standard. GPI has done so in the summons as well. It has invoked, among other things, Article 10 of the European Convention on Human Rights ("ECHR"), Articles 17 and 19 of the International Covenant on Civil and Political Rights ("ICCPR"), Articles 7 and 11 of the Charter of Fundamental Rights of the European Union, as well as various sources of international soft law.⁵

33. In this context, particular attention should be given to the Anti-SLAPP Directive⁶, which GPI has invoked. This Directive entered into force on the twentieth day following its publication in the Official Journal of the European Union, which occurred on April 16, 2024, i.e. on May 6, 2024. A European directive must be implemented into the national legislation of the European Union member states. The member states have until May 7, 2026, to do so.

34. The Dutch legislator is of the view that most provisions of the Directive do not require implementation, as conduct that violates the Directive already qualifies as a tort (*onrechtmatige daad*) under Dutch law. This applies in particular to Article 15 of the Anti-SLAPP Directive, which requires Member States to ensure that, in cases of abuse of legal proceedings aimed at restricting public participation, courts are

⁵ Writ of Summons, paragraph 4.1 – 4.3.

⁶ DIRECTIVE (EU) 2024/1069 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 April 2024 on protecting persons who engage in public participation from manifestly unfounded claims or abusive court proceedings ('Strategic lawsuits against public participation'), OJ EU L, April 16, 2024, https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=OJ:L_202401069.

empowered to impose effective, proportionate, and dissuasive sanctions - or, where provided for under national law, other equally effective and appropriate measures, including the award of damages or the publication of the judicial decision - against the party who initiated the abusive proceedings. This is covered by the existing tort provision (Article 6:162 DCC).⁷ The same applies to Article 17 of the Anti-SLAPP Directive, which in its first paragraph provides that Member States shall ensure that, where abusive court proceedings aimed at public participation are brought by a claimant domiciled or established outside the Union before a court in a third country against a natural or legal person domiciled or established in a Member State, that person may seek compensation before the courts of their domicile or establishment for the harm and costs suffered in connection with the proceedings before the third-country court. According to the Dutch legislator, this provision also does not require further implementation, as Article 7 of the Brussels I bis Regulation already covers this matter.⁸

35. The grounds on which GPI bases its claim that Energy Transfer acted unlawfully toward GPI and abused its rights are listed in Chapter 6 of the summons. In short, GPI argues that Energy Transfer's conduct - consisting of (i) making false statements about GPI and initiating the federal and North Dakota state lawsuit - constitutes unlawful conduct toward GPI and qualifies as an abuse of right (see summons, paragraph 148). GPI has elaborated on this conduct in detail in paragraph 154 of the summons. It falls outside the scope of this statement to repeat the full legal basis here. However, I wish to draw particular attention to two key assertions. Under (x), GPI claims that Energy Transfer's public disqualification of it has caused reputational damage. Under (ii), GPI asserts that Energy Transfer's purpose in initiating the lawsuits is to punish the Greenpeace network.
36. In proceedings where the claimant seeks damages to be determined in a separate damages assessment phase, it is not necessary to provide a detailed specification of the various heads of damage at this stage. Nevertheless, GPI has already done so extensively in Chapter 7 of the summons. For the record, I note that GPI may still supplement these damage claims in the separate damages assessment proceedings.
37. GPI asserts that its damages consist of both material and non-material (immaterial) harm. In paragraph 162 of the summons, it elaborates as follows: the non-material damage includes, at a minimum, reputational harm (Article 6:106(b) DCC). In addition, there is a specific category of non-material damage - namely, harm resulting from the intentional frustration of a legal entity with an idealistic (non-profit) purpose. Article 6:106(a) DCC allows for compensation of non-material damage when it has been inflicted with the intent to cause such harm, which GPI alleges is the case with Energy Transfer's conduct.
38. GPI has listed the main categories of damages in paragraph 163 of the summons. Under (a), it refers to the legal fees it was forced to incur - first in defending the federal lawsuit (in which it was

⁷ Draft Explanatory Memorandum to the Act Implementing the Anti-SLAPP Directive – Consultation Version, p. 11.

⁸ Draft Explanatory Memorandum to the Act Implementing the Anti-SLAPP Directive – Consultation Version, p. 14.

ultimately successful), and subsequently in the state court proceedings. Under (b), it refers to the time spent by staff members on dealing with the litigation, time which could not be devoted to GPI's core mission: campaigning for a green and peaceful future. Under (c), it includes other litigation-related expenses that GPI was compelled to incur. Under (d), GPI states that its work is being obstructed in a general sense, causing further harm. And under (e), it points to the reputational damage it has suffered.

c. *GPI's Claim*

39. In brief, GPI seeks the following relief in the Dutch proceedings:

- I. to issue a declaratory judgment that:
 - a. Energy Transfer's conduct toward GPI, including bringing the Federal Lawsuit and the State Lawsuit and making false statements about GPI, is tortious towards GPI;
and
 - b. Energy Transfer, by bringing the Federal Lawsuit and the State Lawsuit, committed an abuse of rights under Article 3:13 Dutch Civil Code (*Burgerlijk Wetboek*, ("DCC")), and that these lawsuits qualify as SLAPPs within the meaning of the Directive⁹, or at least as "manifestly unfounded and abusive court proceedings" within the meaning of the Directive;
- II. order the defendants jointly and severally to compensate GPI for the damages suffered as a result of their tortious conduct toward GPI, to be assessed by the court and settled according to the law, all to be increased by the statutory interest, and to refer the parties to the follow-up proceedings for the determination of damages for this purpose;
- III. subject to a penalty payment, to publish on its website a statement specified in the prayer for relief containing a hyperlink to an English translation of the judgment to be issued;
- IV. order the Energy Transfer to pay the full costs of the Dutch proceedings, including post-judgment costs.

40. For the record, I note that in the Dutch proceedings, GPI is only claiming damages that itself has suffered - not any damages that may have been suffered by other legal entities within the Greenpeace network.

E. The Dutch proceedings do not in any way preclude or impede the North Dakota state court proceedings.

41. Even if the Dutch court were to grant GPI's claim against Energy Transfer, this would not prevent the North Dakota state court from granting Energy Transfer's claim against GPI in that jurisdiction. Nor

⁹ Directive (EU) 2024/1069 of the European Parliament and of the Council of 11 April 2024 on protecting persons who engage in public participation from manifestly unfounded claims or abusive court proceedings ('Strategic lawsuits against public participation'), OJ EU L d.d. April 16, 2024, <https://eur-lex.europa.eu/eli/dir/2024/1069/oj>.

would a judgment by the Dutch court, in itself, bar the recognition and enforcement in the Netherlands of the judgment yet to be rendered in North Dakota.

42. The reason for this is clear. GPI claims to have suffered harm as a result of Energy Transfer's unlawful (defamatory) statements about it, the filing of the federal lawsuit, and the filing of the North Dakota state lawsuit - actions which GPI characterizes as a SLAPP. The first two grounds are unrelated to the North Dakota state court proceedings. But even if the Dutch court were to classify the North Dakota state court action as a SLAPP and consider its initiation unlawful, that would not relieve GPI of the obligation to comply with any judgment that may be rendered against it by the North Dakota state court.
43. The subject matter of the two proceedings is different. The core allegation made by Energy Transfer against GPI is that GPI allegedly engaged in an *unlawful and violent scheme to cause financial harm to Energy Transfer and Dakota Access, to cause physical harm to their employees and infrastructure, and to disrupt and prevent the companies' construction of the Dakota Access Pipeline.*¹⁰ This is separate from the question of whether Energy Transfer's own actions qualify as a tort (*onrechtmatige daad*) under Dutch law. Likewise, the categories of damages that GPI claims to have suffered in the Dutch proceedings as a result of Energy Transfer's unlawful conduct are separate from the damages that Energy Transfer is claiming from GPI in the North Dakota state court proceedings. The requested rectification (as briefly outlined in paragraph 39, sub III of my statement) is also separate from the North Dakota state court proceedings.
44. It also follows from the above that a possible granting by the Dutch court of GPI's claim against Energy Transfer does not require a finding that the judgment of the North Dakota state court is incorrect. Both decisions can exist independently of one another.
45. Furthermore, I note that the Dutch court must apply Dutch law to GPI's claim against Energy Transfer, whereas the North Dakota state court will presumably apply the laws of North Dakota.

¹⁰ 2nd amended complaint filed by Energy Transfer against GPI in the North Dakota state case, p. 1.

F. Concluding remarks

46. I am receiving compensation from GPI for the time spent drafting this statement, based on an hourly rate of EUR 230 (excluding VAT).
47. I have not prepared any expert opinions for proceedings in the United States in the past five years.
48. I declare under penalty of perjury under the laws of the United States that to the best of my knowledge, the foregoing is true and correct.

The Hague, the Netherlands, August 5, 2025

A handwritten signature in black ink, consisting of a stylized 'W' followed by a long, sweeping horizontal stroke.

Dr. Ruud M. Hermans