UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

KATHRYN LINDQUIST (as SUCCESSOR TO TERRY NEWENDORP), JOHN RUGGIRELLO, and PAUL DILLBECK, Plaintiffs, v. VENTURE GLOBAL LNG, INC., Defendant,	Case No. 1:23-cv-00879-LMB-LRV

MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT VENTURE GLOBAL LNG, INC.'S MOTION TO COMPEL ARBITRATION AND STAY PROCEEDINGS (OR, IN THE ALTERNATIVE, TO DISMISS DILLBECK'S CLAIMS)

I. INTRODUCTION

Through this Motion, Defendant Venture Global LNG, Inc. ("Venture Global" or the "Company") seeks to compel arbitration of the claims brought by Plaintiff Paul Dillbeck, Venture Global's former Senior Vice President and General Counsel. Under a July 13, 2017 Separation Agreement ("Separation Agreement"), Mr. Dillbeck expressly agreed that the claims he asserts in this lawsuit "shall be settled exclusively by arbitration conducted in the District of Columbia by a single arbitrator," "administered by the JAMS resolution service pursuant to its rules for resolving employment disputes." Accordingly, Mr. Dillbeck's claims must be resolved through JAMS arbitration.

Venture Global also moves this Court to stay this case, including the claims of Mr. Dillbeck's co-Plaintiffs, Kathryn Lindquist and John Ruggirello, pending arbitration of Mr. Dillbeck's claims, because Mr. Dillbeck's claims are identical to those asserted by the other Plaintiffs. Courts in this District routinely stay entire cases where arbitrable claims are pleaded

alongside non-arbitrable ones. Here, a stay would promote judicial economy and avoid piecemeal litigation and potentially inconsistent results, as Mr. Dillbeck's claims implicate the same factual and legal questions as the other Plaintiffs' claims. A stay would not cause undue delay; the JAMS rules governing Mr. Dillbeck's claims set an efficient path for resolution.

In the alternative, Venture Global respectfully requests that this Court dismiss Mr. Dillbeck's claims in favor of arbitration. Such dismissal would be permissible under Rules 12(b)(1), (3), or (6) or the Court's authority under the Federal Arbitration Act ("FAA").

II. BACKGROUND

A. Mr. Dillbeck and the Other Plaintiffs Assert Identical Claims

Plaintiffs hold stock options in, and are parties to stock option agreements (the "2017 Option Agreements") with, Venture Global, a privately-held company. Unless and until Venture Global goes public, the 2017 Option Agreements impose restrictions on the Plaintiffs' ability to exercise those options. Mr. Dillbeck was Venture Global's General Counsel from 2014 to 2017 and obtained his stock options in connection with that role. Compl. ¶¶ 52–55.

The Complaint asserts a single cause of action, joined by all three Plaintiffs, alleging that the Company breached the 2017 Option Agreements by denying their requests to exercise their stock options. Compl. ¶ 63. The 2017 Option Agreements contain identical provisions regarding the exercisability of stock options in Venture Global that state:

> You may exercise the vested portion of your Option in accordance with the terms of this Agreement and the Plan at any time prior to the Expiration Date, provided, however, that ***prior to the date of*** a consummation of a Change in Control or ***IPO, such exercise may only be effected with the consent of the Committee***.

See Compl. Exs. D, E, F, O (Newendorp's and Ruggirello's option agreements) (emphases added); *see also* Compl. ¶ 55 (alleging that Mr. Dillbeck's stock option agreements contain language that is "virtually identical" to these). Plaintiffs admit that no Change in Control or IPO

has occurred, and that they were therefore required to seek consent from the Company's Compensation Committee before exercising any options. Compl. ¶ 63. Plaintiffs acknowledge that the Compensation Committee has discretion in determining whether to grant or deny this consent. *Id.* ¶¶ 67–70.

On February 16, 2023, more than 18 months before the expiration of any of his options, Mr. Dillbeck sent a letter to the Company stating that he, along with certain other option holders (who are not parties to this lawsuit), intended to exercise their collective options and planned to retain "investment banks or licensed securities brokers" to "undertake [a] third-party offering" of these shares. Compl. ¶ 56 & Ex. U. When the Company denied consent on March 1, 2023, Mr. Dillbeck sent another letter on March 8, 2023, reiterating his group's "inten[t] to exercise [their] stock options . . . and immediately sell those shares to a third-party investor." Compl. Exs. V, W. After Venture Global again denied consent on March 10, 2023, the two other Plaintiffs in this lawsuit (now represented by Mr. Dillbeck's same counsel) sent separate letters seeking consent to exercise their options. *See* Compl. Ex. H (Lindquist's March 31, 2023 letter requesting consent to exercise); Compl. Ex. Q (Rugirello's May 16, 2023 letter requesting consent to exercise).

In the Complaint, Plaintiffs allege that the Compensation Committee had the same, allegedly improper, reason for denying each of their requests, and claim that this denial exceeded the permissible bounds of the Committee's discretion. Compl. ¶¶ 69–71. To be clear, Venture Global vigorously disputes these allegations. At the appropriate time, Venture Global will show that the Committee's reasons were sound, proper, and within the bounds of its discretion as a matter of law. But for purposes of this Motion, it bears emphasis that Plaintiffs' factual and legal allegations are identical—such that it would be both prudent and efficient to stay resolution of the other Plaintiffs' claims pending mandatory arbitration of Mr. Dillbeck's claims.

B. Mr. Dillbeck's Claims are Subject to Mandatory JAMS Arbitration

Mr. Dillbeck's Separation Agreement (which the Complaint conspicuously fails to reference or acknowledge) designates a single-arbitrator JAMS arbitration as the "exclusive" means of adjudicating "any dispute or controversy arising out of or in connection with" that agreement, and expressly waives the right to a jury trial. The Separation Agreement states, in relevant part:

Section 15(b) Arbitration:

> . . . any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration conducted in the District of Columbia by a single arbitrator. The arbitration shall be administered by the JAMS dispute resolution service pursuant to its rules for resolving employment disputes in effect at the time of submission to arbitration . . .

Section 15(c) Waiver of Jury Trial:

> TO THE EXTENT APPLICABLE, EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Ex. 1 (excerpts of the 2017 Separation Agreement), at p. 6.

This lawsuit is plainly a "dispute or controversy arising out of or in connection with" Mr. Dillbeck's July 2017 Separation Agreement. Sections 2(b)(iii) and (c) of the Separation Agreement provide that Mr. Dillbeck's vested stock options (including previously vested options and additional vested options granted in connection with the Separation Agreement) are part of his "Severance" and "compensation" under the Agreement. Ex. 1, at pp. 3–4. Section 2(b)(iii) also provides that "the terms of the vested options . . . shall be governed by" a series of stock option agreements attached as exhibits to the Separation Agreement. Ex. 1, at p. 3. These same

vested options and agreements are now the subject of Mr. Dillbeck's claims in this lawsuit. *See* Compl. ¶ 55. The stock option agreements attached as exhibits to the Separation Agreement include:

- Exhibit A-1: Amended & Restated Non-Qualified Stock Option Agreement (September 2014 Grant); including the attachment of the 2014 Stock Option Plan, Non-Qualified Stock Option Agreement, Amended & Restated Effective June 28, 2017.
- Exhibit A-2: Amended & Restated Non-Qualified Stock Option Agreement (December 2014 Grant); including the attachment of the 2014 Stock Option Plan, Non-Qualified Stock Option Agreement, Amended & Restated Effective June 28, 2017.
- Exhibit B: Non-Qualified Stock Option Agreement (New Grant); including the attachment of the 2014 Stock Option Plan., Non-Qualified Stock Option Agreement.
- Exhibit C: Amended and Restated 2014 Stock Option Plan (as Amended and Restated June 12, 2017).

See Ex. 1 § 2(b)(iii)) (referencing these exhibits); § 2(c) (incorporating these exhibits by reference as part of the full Separation Agreement). Section 11 of the Separation Agreement expressly acknowledges that these exhibits are part of the Agreement and, with the Agreement, "constitute[] the entire understanding and agreement between the parties on its subject matter." *Id.* at p. 5.

Accordingly, Mr. Dillbeck cannot seriously dispute that his claims in this lawsuit "aris[e] under" or are "in connection with" the Separation Agreement, and that the mandatory arbitration provisions of that agreement therefore govern.

C. The Applicable JAMS Rules Give the Arbitrator Authority to Decide Arbitrability and Set an Efficient Timeline for Resolution

The JAMS Employment Arbitration Rules & Procedures ("JAMS Rules") specified by the Separation Agreement, Ex. 1, at p. 6 (§15(b)), direct that the appointed arbitrator should decide issues of arbitrability. Specifically, Rule 11(b) provides:

> Jurisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of the agreement under which Arbitration is sought, and who are proper Parties to the Arbitration, shall be submitted to and ruled on by the Arbitrator. Unless the relevant law requires otherwise, the Arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter.

See JAMS Employment Arbitration Rules & Procedures r. 11(b) (June 1, 2021), https://www.jamsadr.com/rules-employment-arbitration/english#Rule-11.

The JAMS Rules also set an efficient timeline for the expeditious resolution of disputes. Responses to a Notice of Claim are due within 14 calendar days of service; replies are due 14 calendar days thereafter. *See id.* at JAMS Rule 9(c), (d). Parties must submit their arbitrator selections within 7 calendar days of receiving a JAMS-supplied list. *Id.* at r. 15(c). A final award is due within 30 days of the close of the final merits hearing. *Id.* at r. 24.

III. LEGAL STANDARDS

A. Standard to Compel Arbitration

The Federal Arbitration Act ("FAA") provides that arbitration clauses in contracts involving interstate commerce "shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract." 9 U.S.C. § 2. Under the FAA, a district court must compel arbitration and stay court proceedings if the parties have agreed to arbitrate their dispute. *Id.* §§ 2, 3. If "[t]he court [is] satisfied that the making of the agreement for arbitration or the failure to comply therewith is not in issue," then "the court shall

make an order directing the parties to proceed to arbitration in accordance with the terms of the agreement." *Id*. § 4.

In the Fourth Circuit, a party seeking to enforce an arbitration agreement must demonstrate the following four elements:

> (1) the existence of a dispute between the parties,
>
> (2) a written agreement that includes an arbitration provision [that] purports to cover the dispute,
>
> (3) the relationship of the transaction, which is evidenced by the agreement, to interstate or foreign commerce, and
>
> (4) the failure, neglect or refusal of the [opposing party] to arbitrate the dispute.

Adkins v. Lab. Ready, Inc., 303 F.3d 496, 500–01 (4th Cir. 2002) (citation omitted); *see also Am. Gen. Life & Accident Ins. Co. v. Wood*, 429 F.3d 83, 87 (4th Cir. 2005) (citations omitted).

"[A]s a matter of federal law, any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration." *Drews Distrib., Inc. v. Silicon Gaming, Inc.*, 245 F.3d 347, 349 (4th Cir. 2001) (quoting *Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24–25 (1983)); *Zandford v. Prudential–Bache Sec., Inc.*, 112 F.3d 723, 726 (4th Cir. 1997) ("[F]ederal policy strongly favor[s] arbitration.").

Moreover, where an agreement delegates to the arbitrator the threshold issue of arbitrability (as the Separation Agreement does by incorporating the JAMS Rules, which provide such delegation), the arbitrator must determine whether the dispute falls within the scope of the arbitration clause. *See Gibbs v. Haynes Invs, LLC*, 967 F.3d 332, 337 (4th Cir. 2020)); *see also Henry Schein, Inc. v. Archer & White Sales, Inc.* 139 S. Ct. 524, 529 (2019) (When an arbitration agreement contains a clear and unambiguous delegation clause, "an arbitrator decide[s] not only

the merits . . . but also '"gateway"' questions of '"arbitrability,"' such as . . . whether their agreement covers a particular controversy.'" (citations omitted)).

B. Standard for a Stay Pending Arbitration

Section 3 of the FAA directs a district court to enter a "stay of proceedings" in a case where the asserted claims are "referable to arbitration." *See* 9 U.S.C. § 3. A court may retain jurisdiction and stay all claims, including any non-arbitrable claims, during the pendency of the arbitration. *See S. Coal Corp. v. IEG PTY, Ltd.*, No. 2:14cv617, 2016 WL 8735622, at *4 (E.D. Va. Feb. 26, 2016). The decision whether to stay non-arbitrable issues falls within the Court's discretion. *See Summer Rain v. Donning Co./Publishers, Inc.*, 964 F.2d 1455, 1461 (4th Cir. 1992) ("The decision whether to stay the litigation of non-arbitrable issues is a matter largely within the district court's discretion to control its docket.") (citing *Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. at 20 n.23 ("In some cases, of course, it may be advisable to stay litigation among the non-arbitrating parties pending the outcome of the arbitration. That decision is one left to the district court . . . as a matter of its discretion to control its docket.")), *as amended* (June 23, 1992).

Courts in this Circuit frequently stay non-arbitrable claims along with arbitrable ones pending arbitration for reasons of efficiency and judicial economy, and to avoid inconsistent judgments. *See, e.g.*, *Pulzone v. Kaleyra, Inc.*, No. 1:22-cv-1363, 2023 WL 3506464, at *5 (E.D. Va. May 16, 2023) ("staying the case for all parties will foster judicial economy and efficiency"); *Meridian Imaging Sols., Inc. v. OMNI Bus. Sols. LLC*, 250 F. Supp. 3d 13, 26–27 (E.D. Va. 2017) (compelling arbitration and staying non-arbitrable claims of another party where the issues were "closely related"); *M.T. Bores, LLC v. Mountain Valley Pipeline, LLC*, 552 F. Supp. 3d 580, 591 (S.D. W. Va. 2021) (Staying claims against party not subject to arbitration: "[T]he simultaneous litigation of [claims in arbitration and court] will result in an undesirable

and expensive piecemeal resolution. That result runs counter to settled principles of judicial economy."); *Am. Home Assurance Co. v. Vecco Concrete Const. Co. of Va.*, 629 F.2d 961, 964 (4th Cir. 1980) ("While it is true that the arbitrator's findings will not be binding as to those not parties to the arbitration, considerations of judicial economy and avoidance of confusion and possible inconsistent results nonetheless militate in favor of staying the entire action.").

C. Standard for Dismissal in Favor of Arbitration

In lieu of a stay, courts in the Fourth Circuit have recognized that dismissal may be appropriate as to claims subject to mandatory arbitration. *See Choice Hotels Int'l, Inc. v. BSR Tropicana Resort, Inc.*, 252 F.3d 707, 709–10 (4th Cir. 2001). Fourth Circuit courts generally analyze a motion to dismiss based on an arbitration clause as a Rule 12(b)(3) motion to dismiss on the basis of improper venue:

> Federal Rule of Civil Procedure 12(b)(3) allows for a party to move for dismissal for improper venue. Fed. R. Civ. P. 12(b)(3). Where a party moves for dismissal pursuant to a forum selection clause, such motions are "cognizable as motions to dismiss for improper venue." *Sucampo Pharms., Inc. v. Astellas Pharma, Inc.*, 471 F.3d 544, 549 (4th Cir. 2006) (citation omitted). An arbitration clause is a "specialized kind of forum-selection clause." *Aggarao v. MOL Ship Mgmt. Co.,* 675 F.3d 355, 365 n.9 (4th Cir. 2012) (quoting *Scherk v. Alberto-Culver Co.*, 417 U.S. 506, 519, 94 S. Ct. 2449, 41 L.Ed.2d 270 (1974)). Therefore, Federal Rule of Civil Procedure 12(b)(3) is the proper vehicle by which a party may move to dismiss an action due to an arbitration clause.

Ghouri v. AmSher Collection Servs. Inc., No. 122cv00503, 2022 WL 11964565, at *2 (E.D. Va. Oct. 19, 2022); *see also Hay v. Barclays Bank Del.*, No. 4:19-cv-03238-RBH, 2020 WL 9718810, at *2 (D.S.C. July 7, 2020) ("Courts in the Fourth Circuit treat a motion to compel arbitration as a Rule 12(b)(3) motion to dismiss for improper venue."); *Brown v. Five Star Quality Care, Inc.*, No. 2:15-cv-4105-RMG, 2016 WL 8710474, at *5 (D.S.C. Jan. 8, 2016) ("Thus, in this [] Circuit, motions to dismiss claims because the claims are subject to binding

arbitration are properly made under Rule 12(b)(3).").[1] A Court may examine relevant materials outside the Complaint to decide a motion under Rule 12(b)(3). *Aggarao*, 675 F.3d at 365–66.

Motions to dismiss to compel arbitration are also appropriate under Federal Rules of Civil Procedure 12(b)(1), 12(b)(6), and Fourth Circuit precedent confirming courts' authority to dismiss claims under the FAA itself. *See Choice Hotels Int'l, Inc.*, 252 F.3d at 709–10; *see also McGee v. W. Express, Inc.*, No. 3:15-CV-3673-K, 2016 WL 1622632, at *2 (N.D. Tex. Apr. 5, 2016) (analyzing motion under Rule 12(b)(3) while declining to decide which subsection of Rule 12(b) was proper); *Miller v. Maxim Healthcare Servs., Inc*., No. 1:22-CV-01782-JRR, 2023 WL 2957413, at *3 (D. Md. Apr. 14, 2023) (noting that "[t]his Court has considered motions to dismiss in favor of arbitration under Rules 12(b)(1), (3), and (6)." (citation omitted)).

IV. ARGUMENT

A. Mr. Dillbeck's Claims Must Be Compelled to Arbitration

Because Mr. Dillbeck's claims concern his attempts to exercise his stock options, these claims clearly fall within the scope of his Separation Agreement. As discussed above, the Separation Agreement provides for the vesting of Mr. Dillbeck's stock options and includes as exhibits, and expressly makes part of the Agreement, the stock option agreements governing Mr. Dillbeck's options. *See* Ex. 1, at p. 3 (§ 2(b)(iii)) (providing for vesting of options and referring to the stock option agreements as exhibits to the Separation Agreement); *id.* at p. 5(§ 11) (acknowledging that the stock option agreements are part of "the entire understanding and agreement between the parties" under the Separation Agreement). These same options and

[1] *But see Meridian Imaging Sols., Inc. v. OMNI Bus. Sols. LLC*, 250 F. Supp. 3d at 15–16 (rejecting Rule 12(b)(3) as a basis for enforcing an arbitration agreement because that Rule does not apply to a forum-selection clause) (citing *Atl. Marine Constr. Co. v. U.S. Dist. Ct.*, 134 S. Ct. 568, 577 (2013)); *S. Coal Corp.*, 2016 WL 8735622, at *2 (same).

option agreements are now the subject of Mr. Dillbeck's claims in this litigation. *See* Compl. ¶ 55.

The Separation Agreement provides that "*any dispute or controversy arising under or in connection with* this Agreement shall be settled exclusively by arbitration conducted in the District of Columbia by a single arbitrator." Ex.1, at p. 6 (§ 15(b)) (emphasis added). Such broadly-worded arbitration clauses carry the presumption of arbitrability as to any matter touching upon that agreement. *See Am. Recovery Corp. v. Computerized Thermal Imaging, Inc.*, 96 F.3d 88, 93 (4th Cir. 1996) (noting that where the provision provides for arbitration of "any dispute" arising out of or related to the agreement, "[b]oth the Supreme Court and this court have characterized similar formulations to be broad arbitration clauses capable of an expansive reach").

"The FAA 'requires courts to enforce covered arbitration agreements according to their terms.'" *Bailey v. Thompson Creek Window Co.*, No. 21-00844-LKG, 2021 WL 5053094, at *3 (D. Md. Nov. 1, 2021) (quoting *Lamps Plus, Inc. v. Varela*, 139 S. Ct. 1407, 1412 (2019)). The FAA "leaves no place for the exercise of discretion . . . but instead mandates that district courts *shall* direct the parties to proceed to arbitration on issues as to which an arbitration agreement has been signed. Thus . . . agreements to arbitrate must be enforced, absent a ground for revocation of the contractual agreement." *Dean Witter Reynolds, Inc. v. Byrd*, 470 U.S. 213, 218 (1985) (citation omitted).

Each of the four elements of the Fourth Circuit's standard to compel arbitration under the FAA, *see Adkins v. Lab. Ready, Inc.*, 303 F.3d 496, 500–01 (4th Cir. 2002), are satisfied here. The fact that Mr. Dillbeck filed this complaint meets the first element. *See Ghouri v. Amsher Collection Servs. Inc.*, No. 1:22-cv-00503, 2022 WL 11964565, at *3 (finding first *Adkins*

element "evidenced by Plaintiff's Amended Complaint."). As discussed above, the arbitration provisions in the Dillbeck Separation Agreement necessarily cover any claims relating to his 2017 Options Agreements—satisfying *Adkins*' second element.

As to the third *Adkins* element, Courts "in deciding to apply the FAA . . . need not identify any specific effect upon interstate commerce, so long as 'in the aggregate the economic activity in question would represent 'a general practice subject to federal control.'" *Rota-McLarty v. Santander Consumer USA, Inc.*, 700 F.3d 690, 697–98 (4th Cir. 2012) (alteration and citation omitted). Venture Global is organized under the laws of Delaware with a principle place of business in Virginia, and produces North American liquefied natural gas with export facilities in Louisiana. Compl. ¶ 13. Plaintiffs are citizens of Maryland, Florida and the District of Columbia. *Id.* ¶¶ 10–12. The stock option and employment contracts relevant to these claims are therefore interstate in nature. *See Ghouri*, 2022 WL 11964565, at *5 ("Here, the Contract represents an agreement by two parties residing in two separate states involving a service extending across multiple jurisdictions. The nature of the parties' agreement necessitates interstate commerce, and neither of the parties allege otherwise.").

Finally, the fourth *Adkins* element is plainly met—"the failure, neglect or refusal" of the opposing party to arbitrate the dispute—because Mr. Dillbeck has joined his claims with those of two other Plaintiffs and brought suit against Global Venture in federal court instead of initiating an arbitration with JAMS as he agreed to do in his 2017 Separation Agreement. *See, e.g.*, *Nat'l Home Ins. Co. v. Bridges*, 142 F. Supp. 3d 425, 432 (D.S.C. Oct. 30, 2015) ("Certainly, filing an action in state court against [Defendant] without first arbitrating the dispute, as [Plaintiffs] did here, satisfies this requirement.")

To the extent there were any question that Mr. Dillbeck's claims were arbitrable (there is not), that question must itself be settled by the arbitrator. Mr. Dillbeck's Separation Agreement provides that the JAMS Rules apply to "any dispute or controversy arising under or in connection with this Agreement." *See* Ex. 1, at p. 6 (§15(b)) ("The arbitration shall be administered by the JAMS dispute resolution service pursuant to its rules for resolving employment disputes in effect at the time of submission to arbitration."). JAMS Rule 11(b) provides, in pertinent part, that "Jurisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of the agreement under which Arbitration is sought, and who are proper Parties to the Arbitration, ***shall be submitted to and ruled on by the Arbitrator***." *See* JAMS Employment Arbitration Rules & Procedures r. 11(b) (June 1, 2021), https://www.jamsadr.com/rules-employment-arbitration/english#Rule-11 (emphasis added).

Where, as here, an agreement to arbitrate delegates the threshold issue of arbitrability to the arbitrator, the arbitrator must determine which disputes fall within the scope of the arbitration to the extent there is any dispute on this point. *Gibbs v. Haynes Invs, LLC*, 967 F.3d 332, 337 (4th Cir. 2020)); *see also Henry Schein, Inc. v. Archer & White Sales, Inc.* 139 S. Ct. 524, 529 (2019) (When an arbitration agreement contains a clear and unambiguous delegation clause, "an arbitrator decide[s] not only the merits . . . but also '"gateway"' questions of '"arbitrability,"' such as . . . whether their agreement covers a particular controversy.'" (citations omitted)). Courts routinely enforce this type of delegation. *See Simply Wireless, Inc v. T-Mobile US, Inc*, 877 F.3d 522, 528 (4th Cir. 2017) (incorporating JAMS rules "serves as clear and unmistakable evidence of the parties' intent to arbitrate arbitrability."); *Bailey*, 2021 WL 5053094, at *9 n.6 (same for AAA rules); *Collins v. Discover Fin. Servs.*, No. PX-17-03011, 2018 WL 6434503, at

*2 (D. Md. Dec. 7, 2018) ("[W]here the agreements explicitly incorporate JAMS or AAA rules, such provisions constitute 'clear and unmistakable evidence' of intent to arbitrate arbitrability." (citation omitted)).

Accordingly, the Court should compel arbitration of all of Plaintiff Dillbeck's claims under the authority of the FAA. *See Connell v. Apex Sys., LLC*, No. 3:19-cv-299, 2020 WL 354742, at *3 (E.D. Va. Jan. 21, 2020) ("When a valid arbitration agreement exists and the issues in the case fall within the scope of that agreement, '[a] district court ... has no choice but to grant a motion to compel arbitration.'" (alterations in original) (quoting *Adkins*, 303 F.3d at 500)).

B. The Case Should be Stayed Pending Arbitration of Mr. Dillbeck's Claims

Because Mr. Dillbeck's claims are subject to arbitration, they must be stayed (if not dismissed). *See* 9 U.S.C. § 3 ("If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration," the court "shall . . . stay the trial of the action until such arbitration has been had."); *see also Meridian*, 250 F. Supp. 3d at 20 (noting that the FAA "requires a stay" of arbitrable claims).

The rest of the case should also be stayed pending resolution of Mr. Dillbeck's arbitration. The three Plaintiffs in this action have joined together to assert a single breach of contract claim based on essentially identical factual and legal allegations. Mr. Dillbeck, however, expressly agreed to arbitrate such claims. Given the interrelatedness of Plaintiffs' identical claims against the Company, the interests of judicial economy and consistency would best be served by staying this action, including the other Plaintiffs' non-arbitrable claims, during the pendency of the arbitration of Mr. Dillbeck's claims.

This Court has broad discretion to stay non-arbitrable claims pending arbitration, including claims asserted by parties outside the arbitration agreement. *See Summer Rain v. Donning Co.*, 964 F.2d at 1461 ("The decision whether to stay the litigation of non-arbitrable

issues is a matter largely within the district court's discretion to control its docket.") (citing *Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 20 n.23 (1983) ("In some cases, of course, it may be advisable to stay litigation among the non-arbitrating parties pending the outcome of the arbitration. That decision is one left to the district court . . . as a matter of its discretion to control its docket.")), *as amended* (June 23, 1992). In certain cases, the Fourth Circuit has directed a stay of the entire proceeding on remand. *See*, *e.g.*, *Summer Rain*, 964 F.2d at 1461 (vacating district court's denial of motion to compel arbitration and directing that on remand, "litigation on the non-arbitrable issues which depend on the arbitrable issues should be stayed"); *Am. Home Assur. v. Veeco*, 629 F.2d at 964 (reversing denial of motion to compel arbitration and remanding with instructions that "all litigation should be stayed pending the arbitration proceedings" on the arbitrable claim).

Here, staying the case pending arbitration of Mr. Dillbeck's claims would conserve judicial resources by preventing piecemeal litigation and potentially inconsistent results. All three Plaintiffs assert a single, unitary cause of action based on essentially identical facts and legal contentions. If the arbitration and this litigation were to proceed simultaneously, the numerous common factual issues could be resolved in an inconsistent manner. Staying the claims of the plaintiffs who are not parties to the arbitration agreement would avoid parallel or piecemeal litigation of identical issues and the potential for inconsistent judgments.

Courts in the Fourth Circuit frequently grant such relief. In *Pulzone v. Kaleyra, Inc.*, No. 1:22-cv-1363, 2023 WL 3506464, at *5, for example, the Court stayed the entire case, which included Sarbanes-Oxley claims asserted by three different plaintiffs, pending arbitration of one plaintiff's claim for breach of her employment agreement. The court observed that "staying the case for all parties will foster judicial economy and efficiency" and avoid "piecemeal" litigation

of claims with common factual allegations. The court also noted that this approach was consistent with the practice of "other district courts in the Eastern District of Virginia which, when confronted with non-arbitrable claims along with arbitrable claims, have stayed the entire proceeding pending the resolution of arbitration proceedings." *Id.* at 6.

Similarly, in *Koridze v. Fannie Mae Corp.*, 593 F. Supp. 2d 863, 872–73 (E.D. Va. 2009), the court stayed the entire case pending mandatory arbitration of the plaintiff's claims against one of the three defendants. The court reasoned that where "arbitration of claims against a party to an arbitration agreement is likely to resolve factual questions coextensive with claims against nonparties to that arbitration agreement, considerations of judicial economy and avoidance of confusion and possible inconsistent results . . . militate in favor of staying the entire action." (internal quotations omitted). The court also noted a further efficiency gain, observing that "such a stay, by permitting resolution of plaintiff's claims in an arbitral forum that may well be less expensive than litigation, may, in the end, prove to save plaintiff [] money." *Id.* at 873 n.15.

The court in *Meridian Imaging Solutions, Inc.*, 250 F. Supp. 3d at 26–27, held similarly, compelling arbitration and staying non-arbitrable claims of another party where the issues were "closely related, and the binding arbitration may resolve some of the pending claims" one leveled against the other. This was also the approach in *M.T. Bores, LLC v. Mountain Valley Pipeline, LLC*, 552 F. Supp. 3d at 591, in which the plaintiff's claims against one defendant were arbitrable but its claims against another were not. In granting a stay of the "entire matter," the court observed that "[i]t seems well-nigh certain that the simultaneous litigation of MT Bores' claims against [one defendant] in the arbitration on the one hand, and against [the other

defendant] here on the other, will result in an undesirable and expensive piecemeal resolution. That result runs counter to settled principles of judicial economy." *Id.*

A stay would be efficient and appropriate even to the extent the arbitration's findings and conclusions would not be binding as to the other Plaintiffs, as the Fourth Circuit observed in *American Home Assurance v. Vecco*, 629 F.2d at 964. In reversing and remanding, the panel directed the district court to stay the entire case pending mandatory arbitration of certain claims between plaintiff and one of four third-party defendants. The Fourth Circuit observed that "questions of fact common to all actions pending in the present matter are likely to be settled during the [] arbitration," and that "[w]hile it is true that the arbitrator's findings will not be binding as to those not parties to the arbitration, considerations of judicial economy and avoidance of confusion and possible inconsistent results nonetheless militate in favor of staying the entire action." *Id.*

Staying the entire case pending arbitration of Mr. Dillbeck's claim would not cause any undue delay. Mr. Dillbeck's Separation Agreement calls for a single-arbitrator proceeding administered by JAMS, which sets an efficient timetable for resolution. Multiple cases have cited the efficient pace of arbitration in support of their decision to grant a stay. *See*, *e.g.*, *Pulzone*, 2023 WL 3506464, at *6 (imposing a stay of six months' duration because "it is expected that arbitration of Pulzone's single breach of contract claim will be completed within six months"); *M.T. Bores*, 552 F. Supp. 3d at 591 (directing parties to file quarterly status reports regarding status of arbitration); *Am. Home Assur. v. Veeco*, 629 F.2d at 964 ("Any fears of lengthy delays are allayed since the district court has such control of its docket as to insure against unwarranted delay due to the arbitration proceedings.").

For all of these reasons, Venture Global respectfully requests that this Court exercise its discretion to stay these proceedings pending arbitration of Mr. Dillbeck's claims.

C. Alternatively, Mr. Dillbeck's Claims Should be Dismissed

In the alternative, if the Court declines to stay the case pending arbitration of Mr. Dillbeck's claims, then Venture Global respectfully submits that Mr. Dillbeck's claims should be dismissed. The Fourth Circuit has recognized that district courts have discretion to dismiss claims when resolving arbitration motions under the FAA. *See Chronister v. Marks & Harrison, P.C.*, No. 3:11-CV-688, 2012 WL 966916, at *2 (E.D. Va. Mar. 21, 2012) ("A court may dismiss or stay a suit that is governed by the FAA" (citing *Choice Hotels Int'l, Inc.*, 252 F.3d at 709–10)). Given that *all* of Plaintiff Dillbeck's claims fall within the scope of his arbitration agreement, they may be dismissed under Federal Rules of Civil Procedure 12(b)(1), 12(b)(3) and/or 12(b)(6). *See, e.g.*, *Miller v. Maxim Healthcare Servs., Inc.*, 2023 WL 2957413, at *3 (noting that "[t]his Court has considered motions to dismiss in favor of arbitration under Rules 12(b)(1), (3), and (6)." (citation omitted)).

If the case is not stayed, Venture Global will answer the claims of any Plaintiffs that remain once the dismissal motion as to Mr. Dillbeck has been resolved. *See Maass v. Lee*, 189 F. Supp. 3d 581, 587 (E.D. Va. 2016) ("As . . . numerous courts have held[,] the filing of a Rule 12, Fed. R. Civ. P., motion for partial dismissal postpones the deadline for filing an answer to all claims, not just those subject to the motion.").

V. CONCLUSION

For the foregoing reasons, Venture Global, through counsel, moves this Court to compel Mr. Dillbeck to assert his claims, if at all, in the mandatory single-arbitrator proceeding administered by JAMS. Venture Global further moves the Court to retain jurisdiction and stay this case, including all of the Plaintiffs' claims, pending the outcome of Mr. Dillbeck's

arbitration. Alternatively, Venture Global moves to dismiss Plaintiff Dillbeck's claims against Venture Global from this action because they are subject to mandatory arbitration.

Dated: July 31, 2023

Respectfully submitted,

/s/ Ryan Scarborough

Ryan Scarborough (VSB No. 43170)
M. Elaine Horn (*pro hac vice* pending)
Emily Renshaw Pistilli (*pro hac vice* pending)
Hope E. Daily (*pro hac vice* pending)
WILLIAMS & CONNOLLY
680 Maine Avenue SW
Washington, DC 20024
Telephone: (202) 434-5000
rscarborough@wc.com
ehorn@wc.com
epistilli@wc.com
hdaily@wc.com

Counsel for Venture Global LNG, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on July 31, 2023, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system, which will send a notification of such filing to the following:

Gerry Silver
1633 Broadway
New York, NY 10019
212-660-3096
Email: gsilver@sullivanlaw.com

Michael T. Dyson
Sullivan & Worcester LLP
1666 K Street, NW
Washington, DC 20006
202-775-1200
Email: mdyson@sullivanlaw.com

Counsel for Plaintiffs

/s/ Ryan Scarborough
Ryan Scarborough (VSB No. 43170)
M. Elaine Horn (*pro hac vice* pending)
Emily Renshaw Pistilli (*pro hac vice* pending)
Hope E. Daily (*pro hac vice* pending)
WILLIAMS & CONNOLLY
680 Maine Avenue SW
Washington, DC 20024
Telephone: (202) 434-5000
rscarborough@wc.com
ehorn@wc.com
epistilli@wc.com
hdaily@wc.com

Counsel for Venture Global LNG, Inc.

Exhibit 1

(Excerpts of 2017 Separation Agreement)

EXECUTION COPY

SEPARATION AND GENERAL RELEASE AGREEMENT

This Separation and General Release Agreement ("Agreement") is made by VENTURE GLOBAL LNG, INC. (the "Company") and PAUL DILLBECK (hereinafter "Executive") this 13th day of July, 2017 and shall be effective when signed by Executive (the "Effective Date").

WHEREAS, Executive has served the Company as its Senior Vice President & General Counsel;

WHEREAS, Executive has voluntarily resigned his employment with the Company and all of its affiliates effective June 30, 2017 (the "Resignation Date"), and Executive has resigned from all officer and director positions with the Company and all of its affiliates effective as of the Resignation Date.

NOW, THEREFORE, AND IN CONSIDERATION of the mutual promises of the parties to this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Acknowledgements. Executive acknowledges that his employment with the Company ended by Executive's voluntary resignation effective as of the Resignation Date. Executive hereby acknowledges and agrees that he resigned from all other positions he holds with the Company and all of its directly and indirectly owned subsidiaries and affiliates, including all officer, director and other positions with the Company and any of its affiliates (including without limitation his position as Senior Vice President & General Counsel of the Company), effective as of the Resignation Date.

2. Separation Payments.

(b) Severance. If Executive signs this Agreement no later than 5pm EDT on July 13, 2017, Executive shall be entitled to the benefits described in this Section 2(b).

PMD DME

[redacted]

[redacted]

(iii) Option Vesting. The Company acknowledges that as of the Resignation Date, Executive is vested in 893 shares of the Company's stock under the September 2, 2014 and December 22, 2014 option grants awarded to him (the "2014 Grants"), and Executive acknowledges that the unvested Company stock options under the 2014 Grants are forfeited. Contingent on this Agreement becoming effective, each of the 2014 Grants shall be exercisable for the remaining ten (10)-year term of such grant. Contingent upon this Agreement becoming effective, the Company has granted to Executive fully vested Company stock options covering 437 shares of Series A Common Stock (the "2017 Grant"). The terms of the vested options under the 2014 Grants and the 2017 Grant shall be governed by the nonqualified stock option agreements dated June 28, 2017 and attached to this Agreement as Exhibit A-1 and Exhibit A-2, with respect to the 2014 Grants, and Exhibit B, with respect to the 2017 Grant, and such agreements include an IPO lock-up provision and other provisions, such as a right of first refusal in favor of the Company. The Executive does not have any other right to vest in options covering shares of stock of the Company. The Company's Amended and Restated 2014 Stock Option Plan is attached as Exhibit C to this Agreement.

[redacted]

(c) Executive acknowledges that once all of the payments and benefits referred to in Section 2(a), Section 2(b)(i), Section 2(b)(ii), Section 2(b)(iii) and Section 2(b)(iv) hereof have been made or provided, Executive shall have been paid all compensation due and owing to him under this Agreement or from any other source of entitlement, including all wages, salary, bonuses, incentive payments, vacation, leave, separation pay or other benefits. Executive further agrees that the Severance

Payment and other consideration referred to in this Section 2 is above and beyond all wages or salary or other sums to which Executive is entitled from the Company under the terms of Executive's employment with the Company or under any other contract, policy or law.

3. Restrictive Covenants.

(a) Compliance with Ethical Obligations and Return of Materials. Executive hereby represents that, to Executive's knowledge, he has fully complied with his legal ethical obligations to the Company through the Effective Date. No later than five (5) days after the Effective Date, Executive shall (I) deliver to the Company the original and all copies of physical or electronic documents (including contracts), records, files, recordings or media resources of the Company and the Company-issued equipment and items set forth in Exhibit D ("Materials") in Executive's possession, custody, or control; (II) assure, to Executive's knowledge based upon diligent efforts, that no duplicates of such Materials remain in Executive's possession, custody, or control, including on hard drives, network or "cloud" storage, or otherwise; and (III) acknowledge to the Company his compliance with this sentence in writing. Notwithstanding the foregoing, Executive may retain Executive's own personal compensation, financial, and benefits information.

(b) Legal Services and Legal Ethics Rules. Executive acknowledges that following the Resignation Date, Executive shall be bound by the requirements of the Legal Ethics Rules relating to a former client, including, but not limited to Rule 1.6 (Confidentiality) and Rule 1.9 (Conflicts of Interests: Former Client) of the Legal Ethics Rules. Nothing in this Agreement shall infringe on Executive's right to provide Legal Services in accordance with Rule 5.6 (Restrictions on the Practice of Law) of the Legal Ethics Rules. For purposes of this Agreement, the term "Legal Services" means activities performed by a lawyer that may not ethically be restricted by private agreement in the jurisdiction where they are performed or where Executive is barred.

(c) Restrictive Covenants Regarding Business Services. With respect to Business Services (as defined below in Section 3(c)(vi)) only, the following provisions shall apply:

(i) Confidential Information.

A. Executive hereby agrees for five (5) years after the Resignation Date to treat all Confidential Information as strictly confidential. Executive hereby agrees that he shall not, directly or indirectly, communicate, disclose, or divulge to any person, or use for his benefit or the benefit of any person, in any manner, any Confidential Information concerning the conduct and details of the businesses of the Company and its affiliates. For purposes of this Agreement, the term "Confidential Information" means all information, knowledge, or data relating to the Company or any of its affiliates, or to the Company's or any such affiliate's respective businesses and investments (whether prepared by the Executive or otherwise), learned by Executive directly or indirectly from the Company or any of its affiliates or otherwise prior to the Effective Date. Confidential Information may be in any form, including spoken, written, printed, or electronic. Confidential Information includes, but is not limited to, information regarding business, administrative, or financial matters of the Company or its affiliates (including ideas,

FMD DMC

10. Modification. This Agreement may be amended, supplemented, or modified only by a written instrument duly executed by or on behalf of each party.

11. Entire Agreement. This Agreement (including Exhibits A through D) contains and constitutes the entire understanding and agreement between the parties on its subject matter, and, except as otherwise provided herein, it supersedes and cancels all previous negotiations, agreements, commitments, and writings in connection herewith. There are no other agreements of any nature between the Company and Executive with respect to the matters discussed in this Agreement, except as expressly stated herein. In signing this Agreement, Executive is not relying on any agreements or representations, except those expressly contained in this Agreement. If a conflict or inconsistency is found between the terms of this Agreement and any other agreement, the terms of this Agreement shall prevail.

12. No General Waivers. The failure of any party at any time to require performance by any other party of any provision hereof or to resort to any remedy provided herein or at law or in equity shall in no way affect the right of such party to require such performance or to resort to such remedy at any time thereafter, nor shall the waiver by any party of a breach of any of the provisions hereof be deemed to be a waiver of any subsequent breach of such provisions. No such waiver shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.

13. Severability. If any provision of this Agreement is found, held, or deemed by a court of competent jurisdiction to be void, unlawful, or unenforceable under any applicable statute or controlling law, the remainder of this Agreement shall continue in full force and effect.

14. Assignability. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise, and whether or not the corporate existence of the Company continues) ("Successor") to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Any Successor to the Company shall succeed to its rights under this Agreement. Neither this Agreement nor the rights or obligations hereunder of the parties hereto shall be transferable or assignable by the Executive, provided that any remaining payments or benefits due to Executive shall pass to his beneficiaries and/or estate upon his death in accordance with applicable law.

15. Governing Law; Disputes; Arbitration.

(a) Governing Law. This Agreement shall be governed by the laws of the District of Columbia, without giving effect to any conflict or choice of law provision that would result in the application of another state's law.

(b) Arbitration. Except with respect to any dispute or controversy regarding any breach or threatened breach of the Restrictive Covenants in Section 3(c) of this Agreement, which the Company may elect to be adjudicated by a court of competent jurisdiction, or by arbitration pursuant to this provision, or by both court and arbitration, any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration conducted in the District of Columbia by a single arbitrator. The arbitration shall be administered by the JAMS dispute resolution service pursuant to its rules for resolving employment disputes in effect at the time of submission to arbitration. Judgment may be entered on the arbitrator's award in any court having jurisdiction. For purposes of entering any judgment upon an award rendered by the arbitrator, the Company and the Executive hereby consent to the jurisdiction of any or all of the following courts: (i) the United States District Court for the District of Columbia or (ii) any other court having jurisdiction. The Company and the Executive further agree that any service of process or notice requirements in any such proceeding shall be satisfied if the rules of such court relating thereto have been substantially satisfied. The Company and the Executive hereby waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to such jurisdiction and any defense of inconvenient forum. The Company and the Executive hereby agree that a judgment upon an award rendered by the arbitrators may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party shall bear its or his costs and expenses arising in connection with any arbitration proceeding pursuant to this Section 15(b), unless otherwise ordered by the Arbitrator. Notwithstanding any provision in this Section 15(b), the Executive shall be paid compensation due and owing under this Agreement during the pendency of any dispute or controversy arising under or in connection with this Agreement.

(c) WAIVER OF JURY TRIAL. TO THE EXTENT APPLICABLE, EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Any facsimile or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.

18. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing, shall be addressed to the receiving party at the address provided below, and shall be deemed to have been duly given on the date of delivery to the party's indicated address. Either party may

change its address for purposes of this Section 18 by giving the other party written notice of the new address in the manner set forth above. For purposes of this Agreement, the term "in writing" includes an email communication from the sending party to the known email address of the receiving party:

If to the Company or the Board:

Venture Global LNG, Inc.
2200 Pennsylvania Ave, N.W.
Suite 600 West
Washington, DC 20037
Attn: Board of Directors, Chairperson

If to Executive:

To the address set forth in the records of the Company.

With a copy to:

Hogan Lovells US LLP
Columbia Square
555 Thirteenth Street, NW
Washington, DC 20004
Attn: Paul C. Skelly, Esq.

19. Indemnification. The Executive is entitled to continued rights to (a) indemnification by the Company for actions taken on behalf of the Company as its Senior Vice President & General Counsel to the fullest extent provided by the Company's Bylaws; and (b) insurance coverage under the Company's Directors and Officers insurance policies, to the extent provided by such policies.

20. Headings. Section and subsection headings contained in this Agreement are inserted for the convenience of reference only. Section and subsection headings shall not be deemed to be a part of this Agreement for any purpose, and they shall not in any way define or affect the meaning, construction, or scope of any of the provisions hereof.

21. Acknowledgements.

Executive hereby acknowledges that:

(A) HE IS HEREBY ADVISED IN WRITING TO CONSULT AN ATTORNEY BEFORE SIGNING THIS AGREEMENT;

(B) HE HAS RELIED SOLELY ON HIS OWN JUDGMENT AND/OR THAT OF HIS ATTORNEY REGARDING THE CONSIDERATION FOR AND THE TERMS OF THE AGREEMENT AND IS SIGNING THIS AGREEMENT KNOWINGLY AND VOLUNTARILY OF HIS OWN FREE WILL, AFTER A FULL OPPORTUNITY TO REVIEW ITS TERMS;

(C) HE HAS BEEN GIVEN UNTIL 5PM EDT JULY 13, 2017 TO CONSIDER AND SIGN THIS AGREEMENT.

(D) HE IS NOT ENTITLED TO THE SEVERANCE PAYMENT UNLESS HE AGREES TO AND HONORS THE TERMS OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, SECTION 3 (CONFIDENTIALITY; NON-COMPETITION AND NON-DISCLOSURE; NON-DISPARAGEMENT; LEGAL SERVICES AND LEGAL ETHICS RULES) OF THIS AGREEMENT;

(E) HE HAS READ AND UNDERSTANDS THE AGREEMENT AND FURTHER UNDERSTANDS THAT, SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, IT INCLUDES A GENERAL RELEASE OF ANY AND ALL KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN CLAIMS PRESENTLY ASSERTED OR OTHERWISE ARISING THROUGH THE DATE OF HIS SIGNING OF THIS AGREEMENT THAT HE MAY HAVE AGAINST THE COMPANY; AND

(F) NO STATEMENTS MADE OR CONDUCT BY THE COMPANY HAS IN ANY WAY COERCED OR UNDULY INFLUENCED HIM TO EXECUTE THIS AGREEMENT.

[*Signatures appear on the following page*]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

VENTURE GLOBAL LNG, INC.

By: D Michael Eberhardt

Name: Michael Eberhardt

Title: Chief Financial Officer

Date: 7/13/2017

PAUL DILLBECK

Date: 13-JULY-2017

EXHIBIT A-1

Amended & Restated Non-Qualified Stock Option Agreement
(September 2014 Grant)

[Omitted]

EXHIBIT A-2

Amended & Restated Non-Qualified Stock Option Agreement
(December 2014 Grant)

[Omitted]

EXHIBIT B

Non-Qualified Stock Option Agreement (New Grant)

PWD
Date

[Omitted]

EXHIBIT C

Amended and Restated 2014 Stock Option Plan

VENTURE GLOBAL LNG, INC.

2014 STOCK OPTION PLAN

(As Amended and Restated June 12, 2017)

[Omitted]