

**PARIS
JUDICIAL
TRIBUNAL**



5th Chamber,
2nd Section

NO. RG 22/03403
N° Portalis
352J-W-B7G-CWN5A

MINUTE :

ORDER OF THE PRE-TRIAL JUDGE
issued on 06 July 2023

Summons dated:
10 February 2022

APPLICATIONS

1. **The association NOTRE AFFAIRE À TOUS, an association** governed by the law of 1st July 1901, with its registered office at 63, rue du Chemin Vert (75011) in Paris, SIREN number 842790 735, represented by its president acting by virtue of article 11 of the articles of association.

2. **The SHERPA association, an association** governed by the law of 1st July 1901, with its registered office at 80 quai de Jemmapes (75010) in Paris, SIREN number 443 232 897, represented by its president acting by virtue of article 12 of the articles of association.

3. **The ZÉA association, an association** governed by the law of 1 July 1901, with its registered office at 31, rue Chevalier Paul (83000), Toulon, SIREN number 832 629 448, represented by one of its co-presidents, acting by virtue of a decision of the Board of Directors dated 14 September 2019.

4. **The association ÉCO-MAIRES "Association Nationale des Maires et des Elus Locaux pour l'Environnement et le Développement Durable" (National Association of Mayors and Local Elected Officials for the Environment and Sustainable Development), an association** governed by the law of 1^{er} July 1901, with its registered office at 215 bis boulevard Saint Germain (75007) in Paris, SIREN number 378 598 122, represented by its President acting by virtue of Article 12 of the Articles of Association.

2 Enforceable copies
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5. The association France NATURE ENVIRONNEMENT, an approved environmental protection association governed by the law of 1 July 1901, whose registered office is at 2, rue du Dessous des Berges (75013) in Paris, with SIREN number 840 629 828, represented by its president, acting by virtue of a decision of its Bureau dated 21 January 2020.

6. The commune of ARCUEIL, a local authority domiciled at its Hôtel de Ville located at 10, Avenue Paul Doumer, (94110) in Arcueil, with SIREN number 219 400 033, represented by its current Mayor, acting by virtue of deliberation 2019DEL106 of the Municipal Council dated 3 October 2019

7. The municipality of BAYONNE, a local authority domiciled at its Hôtel de Ville located at 1, avenue du Maréchal Leclerc (64100) in Bayonne, with SIREN number 216 401 026, represented by its current Mayor, acting by virtue of the Municipal Council's delegation of powers dated 14 April 2014 and by virtue of a decision dated 25 June 2019.

8. The commune of BÈGLES, a local authority domiciled at its Hôtel de Ville, located at 77, rue Calixte Camelle (33130) in Bègles, with SIREN number 213 300 395, represented by its current Mayor, acting by virtue of deliberation no. 1 of the Municipal Council dated 3 October 2019

9. The commune of BIZE-MINERVOIS, a local authority domiciled at its Hôtel de Ville, located at 4, avenue de l'Hôtel de Ville (11120) in Bize-Minervois, registered with the INSEE under SIREN number 211 100 417, represented by its current Mayor, acting by virtue of deliberation no. 2019-33 of the Municipal Council dated 29 May 2019

10. The municipality of CORRENS, a local authority domiciled at its Town Hall, located at 5, place Général de Gaulle (83570) in Correns, with SIREN number 218 300 457, represented by its current Mayor, acting by virtue of deliberation no. 2019/056 of the Municipal Council dated 6 August 2019

11. EST ENSEMBLE, a public multi-purpose trade union, domiciled at 100, avenue Gaston Roussel (92232) in Romainville, SIREN number 200 057 875, represented by its current Chairman, acting by virtue of deliberation 2016- 01-07-05 of the Territorial Council and decision no. D2019-598 of 28 November 2019.

12. The municipality of GRENOBLE, a local authority domiciled at its Hôtel de Ville located at 11, boulevard Jean Pain (38021) in Grenoble, with SIREN number 213 801 855, represented by its current Mayor, acting by virtue of deliberation no. 27-E016 of the Municipal Council dated 23 May 2016 and order ARR_2019_026 dated 9 January 2019.

13. The municipality of la POSSESSION, a local authority domiciled at its Hôtel de Ville located at 10, rue Waldeck Rochet (97419) La Possession on Reunion Island, with SIREN number 219 740 081, represented by its current mayor, acting by virtue of deliberation no. 09 of the Municipal Council dated 29 March 2017 and a decision no. 10/2019-SG dated 25 July 2019

14. The commune of MOUANS-SARTOUX, a local authority domiciled at its Hôtel de Ville located at place du Général de Gaulle (06370) in Mouans-Sartoux, SIREN number 210 600 847, represented by its acting mayor

15. The commune of NANTERRE, a local authority domiciled at its Hôtel de Ville located at 88, rue du 8 mai 1945 (92000) in Nanterre, with SIREN number 219 200 508, represented by its Mayor in office, acting by virtue of deliberation DÉL2014-79 of the Municipal Council of 29 March 2014 and the Mayor's decision dated 4 October 2019

16. The municipality of SEVRAN, a local authority domiciled at its Town Hall located at 28, avenue du Général Leclerc (93270) in Sevrans, with SIREN number 219 300 712, represented by its current Mayor, acting by virtue of deliberation no. 4 of the Municipal Council dated 15 May 2018 and decision no. 2018/299 dated 19 October 2018

17. The commune of VITRY-LE-FRANÇOIS, a local authority domiciled at its Hôtel de Ville located at place de l'Hôtel de Ville (51300) in Vitry-le-François, with SIREN number 215 106 022, represented by its current Mayor, acting by virtue of deliberation DEL 36-2014 of the Municipal Council dated 17 April 2014

18. The CENTRE VAL DE LOIRE region, a regional authority domiciled at its Hôtel de Région located at 9 rue Saint-Pierre Lentin (45000) in Orléans, with SIREN number 234 500 023, represented by the President of the Regional Council acting by virtue of the deliberation 22.04.14 from 18 November 2022

19. AMNESTY INTERNATIONAL FRANCE, an association governed by the law of 1 July 1901, whose registered office is at 76, boulevard de la Villette, 75019 Paris, represented by its President acting by virtue of Article 9 of the Articles of Association and the decision of its Board of Directors dated 26 July 2022.

20. The City of Paris, a local authority with special status, domiciled at its Hôtel de Ville, Place de l'Hôtel de Ville, 75196 Paris cedex 04, SIREN number 217 500 016, represented by its current Mayor, acting by virtue of the City Council's delegation of powers dated 3 July 2020.

21. The municipality of Poitiers, a local authority domiciled at its Hôtel de Ville located at CS 10569, 86021 Poitiers Cedex, with SIREN number 218 601 946, represented by its current Mayor, acting by virtue of the Municipal Council's delegation of powers dated 20 July 2020.

22. The City of New York, a local authority under American law (the State of New York), domiciled at 100 Church Street, NY 10007-2601, New York, represented by its current Chief Legal Officer, acting by virtue of a decision dated 21 July 2022.

represented by Sébastien MABILE and François de CAMBIAIRE, practising with SELARL SEATTLE AVOCATS, lawyers at the PARIS Bar, pleading, courtroom #P206

DEFENDERESSE

TOTALENERGIES SE (formerly Total SE), a European company with share capital of 6,225,655,060.00 euros, having its registered office at 2 place Jean Millier, La Défense 6, 92400 Courbevoie, registered in the Nanterre Trade and Companies Register under number 542 051 180, represented by its Chairman and Chief Executive Officer, Mr Patrick Pouyanné,

represented by Maîtres Denis CHEMLA and Romaric LAZERGES, members of ALLEN & OVERY LLP, lawyers at the Paris Bar, pleading, courtroom #J0022

PRE-TRIAL JUDGE

Antoine de MAUPEOU, First Deputy Vice-Chairman

assisted by Samir NESRI, Registrar, during the debates and Tiana ALAIN, Registrar, when the documents were made available for inspection

ORDER

Delivered by hand at the court registry Contradictory
In the first instance

DEBATES

At the hearing on 31 May 2023, notice was given to counsel that the order would be issued on 06 July 2023.

EXPLANATORY STATEMENT

Having regard to the summons issued on 28 January 2020 by the associations NOTRE AFFAIRE A TOUS, SHERPA, ZEA, ÉCO-MAIRES, FRANCE NATURE ENVIRONNEMENT, the municipality of Arcueil, the municipality of Bayonne, the municipality of Bègles, the municipality of Bize-Minervois, the municipality of Correns, the municipality of Champneuville, the EST ENSEMBLE territorial

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public establishment, the municipality of

Grenoble, the municipality of La Possession, the municipality of Nouans-Sartoux, the municipality of Nanterre, the municipality of Sevrans, the municipality of Vitry-le-François and the Centre Val de Loire region, hereinafter the plaintiffs on the merits, against TOTAL ENERGIES for a preliminary ruling by the Tribunal judiciaire de Nanterre:

- declare their action admissible,

I - Pursuant to Articles L225-102-4-I and L225-102-4-II of the French Commercial Code:

A - Order Total Energie to publish, within three months of the date of service of the judgment, a due diligence plan including in the "identification of risks" section :

1) The risks associated with global warming beyond the 1.5°C threshold, with reference to the most recent relevant work of the IPCC and the objectives of the Paris Agreement, and specifying the risks of serious harm to human rights and fundamental freedoms, human health and safety, and the environment, in particular :

- Risk of serious damage to terrestrial ecosystems,
- Risk of serious damage to marine ecosystems,
- Increased heat peaks,
- Risk of flooding due to rising sea levels,
- Risks of serious infringement of human rights and fundamental freedoms,

2) Its contribution, through its activities, to global greenhouse gas emissions and to the risks posed by climate change, amounting to around 1% of global emissions,

3) The incompatibility of continued exploration for new hydrocarbon deposits destined to be exploited with respect for a GHG (greenhouse gas) emission reduction trajectory limiting global warming to 1.5°C,

4) Its contribution to the depletion of the global carbon budget available to limit global warming to 1.5°C and to the worsening of the risks induced by the pursuit of hydrocarbon exploitation projects (oil and gas),

5) Risks related to the use of CO2 capture and storage (CCS) technology within TOTAL's GHG reduction trajectories,

6) The risks associated with exceeding the global carbon budget compatible with limiting emissions to 1.5°C above pre-industrial levels, and to analyse the risks resulting from its own activities according to the TOTAL Group's growth and production assumptions for 2050,

7) A complete and exhaustive mapping of the risks resulting from its activities, and in particular the GHG emissions emitted by each business sector and each project, including their primary energy mix,

8) An analysis and ranking of each of these risks according to their seriousness, to highlight the importance of climate-related risks,

B - Order TOTAL to publish, within six months of the date of the decision, a new due diligence plan including the following measures under the heading of "appropriate actions to mitigate risks or prevent serious harm", which it will undertake to publish and implement:

a) Principal activity :

Aligning with a trajectory of direct and indirect GHG emissions (scope 1, 2 and 3) compatible with limiting global warming to 1.5°C without exceeding it, in order to achieve carbon neutrality by 2050, which implies :

. Align its activities with the "P1" GHG emissions reduction trajectory defined in 2018 by the IPCC, as this is the only trajectory that, based on current scientific and technological knowledge, will make it possible with an acceptable degree of probability to limit global warming to 1.5°C without exceeding it,

. Set interim targets for reducing the carbon intensity of its products in line with this trajectory,

. Reduce its gas production by 25% by 2030 and 74% by 2050 (compared with 2010),

. Reduce oil production by 37% by 2030 and 87% by 2050 (compared with 2010),

. Implement an immediate halt to the search for and exploitation of new hydrocarbon deposits,

b) In the alternative :

1) To set targets aimed at containing the rise in average global temperature to 1.5°C in order to achieve carbon neutrality by 2050,

2) To cover all greenhouse gas (GHG) emissions, both from its operations and from its products (Scope 1, 2 and 3) over the medium and long term,

3) Use quantitative indicators such as GHG intensity (GHG emissions per energy emission) or other appropriate quantitative indicators to align our targets with a trajectory compatible with global warming of 1.5°C,

c) In any event :

1) Align with a direct or indirect emissions reduction trajectory compatible with the objective of the Paris Agreement,

2) Reduce its net emissions by at least 40% by 2040 (compared with 2019), with an annual reduction of 1.8%,

3) Reduce its hydrocarbon production by 35% by 2040 (compared with 2019), with an annual reduction of 1.7%,

4) Reduce its net emissions by at least 40% by 2040 (compared with 2019), with an annual reduction of 1.8%,

5) Put an end to exploration and to the application for new hydrocarbon exploration licences,

6) Implement a gradual phase-out of hydrocarbon exploration and production by 2040, with a commitment to leave 80% of known reserves underground in accordance with the objectives set out in Law no. 2017-1839 of 30 December 2017, known as the "Hulot Law",

Add to this obligation a penalty of 50,000 euros per day of delay from the expiry of the six-month period for compliance with the due diligence plan,

II- In addition, on the basis of Article 1252 of the Civil Code :

Order TOTAL ENERGIES to publish and implement, as part of its obligation to prevent damage resulting from its activities, appropriate actions to reduce its direct or indirect emissions in line with the Paris Agreement, in order to limit global warming to "well below 2°C", in particular:

a) Principal activity :

1) Align with a trajectory of direct and indirect GHG reductions (scope 1, 2 and 3) compatible with limiting global warming to 1.5°C without exceeding this limit, in order to achieve carbon neutrality by 2050:

2) Align its activities with the "P1" GHG emission reduction trajectory as defined in 2018 by the IPCC, as this is the only trajectory that, based on current scientific and technological knowledge, makes it possible with an acceptable degree of probability to limit global warming to 1.5°C without exceeding it,

3) Set interim targets for reducing the carbon intensity of its products in line with this trajectory,

4) Reduce its gas production by 25% by 2030 and 74% by 2050 (compared with 2010),

5) Reduce its oil production by 37% by 2030 and 87% by 2050 (compared with 2010),

6) Implement an immediate halt to the search for and exploitation of new hydrocarbon deposits,

b) In the alternative :

- 1) To set targets aimed at containing the rise in the average temperature of the planet to 1.5°C in order to achieve carbon neutrality by 2050,
- 2) To cover all greenhouse gas (GHG) emissions from its operations and products (scope 1, 2 and 3) over the medium and long term,
- 3) Use quantitative indicators such as GHG intensity (GHG emissions per unit of energy) or other appropriate quantitative indicators to align our targets with a trajectory compatible with global warming of 1.5°C,

In any event :

- 1) Align with a direct and indirect emissions reduction trajectory compatible with the Paris Agreement,
- 2) Reduce net emissions by at least 40% by 2040 (compared with 2019), with an annual reduction of 1.8%,
- 3) Reduce its hydrocarbon production by 35% by 2040 (compared with 2019), with an annual reduction of 1.7%,
- 4) Reduce its net emissions by at least 40% by 2040 (compared with 2019), with an annual reduction of 1.8%,
- 5) Put an end to exploration and to the application for new hydrocarbon exploration licences,
- 6) Implement a gradual phase-out of hydrocarbon exploration and production by 2040, with a commitment to leave 80% of known reserves in the subsoil in accordance with the objective defined by Law no. 2017-1839 of 30 December 2017, known as the "Hulot Law",

III - In any event :

Order Total Energies to pay the sum of 5,000 euros on the basis of Article 700 of the Code of Civil Procedure and to pay the costs,

Declare that there are no grounds to set aside the provisional execution of the judgment to be delivered;

Having regard to the order of the Pre-Trial Judge of the Judicial Court of Nanterre of 11 February 2021 declaring that court to have no jurisdiction in favour of the Judicial Court of Paris;

Having regard to the judgment of the Versailles Court of Appeal dated 18 November 2021 confirming the order of the Pre-Trial Judge of the Nanterre Court;

Having regard to the submissions of AMNESTY INTERNATIONAL FRANCE and the municipalities of Paris, Poitiers and New York in voluntary intervention, served electronically on 29 July 2022;

Having regard to the last submissions of incident served electronically on 30 May 2023 in which TOTAL ENERGIE asks the Pre-Trial Judge to :

Having regard to articles L. 225-102-4 of the French Commercial Code, Having regard to article 1252 of the French Civil Code,
Having regard to articles 31, 70, 73 et seq., 122 et seq. and 328 et seq. of the Code of Civil Procedure,
Having regard to articles 696, 699 and 700 of the Code of Civil Procedure,
The Pre-Trial Judge of the Paris Court of First Instance is asked to :

AT THE OUTSET, ON THE REQUEST FOR REFERRAL TO THE FORMATION OF THE COURT :

- Dismiss the actions of the association ECO-MAIRES, the association SHERPA, the association NOTRE AFFAIRE A TOUS, the association ZEA, the association FRANCE NATURE ENVIRONNEMENT, the municipality of Arcueil, the municipality of Bayonne, the municipality of Bègles, the municipality of Bize-Minervois, the municipality of Correns, the establishment Est-Ensemble, the municipality of Grenoble, the municipality of La Possession, the municipality of Mouans-Sartoux, the municipality of Nanterre, the municipality of Sevrans, the municipality of Vitry-le-François and the Centre Val de Loire region, as well as the municipalities of Paris, New York, Poitiers and the association Amnesty International France of their request for referral back to the court;

In the alternative, if the Pre-Trial Judge were to consider that one or more of the grounds for dismissal raised by TOTAL ENERGIES raised one or more substantive issues:

- Refer only these specific and identified substantive issues and these grounds for dismissal back to the trial court, without closing the pre-trial proceedings.

PRINCIPALLY, ON THE GROUNDS OF NON-ADMISSIBILITY AFFECTING ALL THE PLAINTIFFS :

- Declare that the object of the action of the association ECO-MAIRES, the association SHERPA, the association NOTRE AFFAIRE A TOUS, the association ZEA, the association FRANCE NATURE ENVIRONNEMENT, the commune of Arcueil, the commune of Bayonne, the commune of Bègles, la commune de Bize-Minervois, la commune de Correns, l'établissement Est-Ensemble, la commune de Grenoble, la commune de la Possession, la commune de Mouans- Sartoux, la commune de Nanterre, la commune de Sevrans, la commune de Vitry-le-François et la région Centre Val de Loire a disparu ;

Consequently, declare that the proceedings have been terminated and

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ORDER that the Paris Court of First Instance be relinquished of
jurisdiction;

In the alternative :

- Declare the claims of the association FRANCE NATURE ENVIRONNEMENT and the Région Centre Val de Loire inadmissible for failure to give TOTAL ENERGIES formal notice in accordance with article L. 225-102-4 of the French Commercial Code;
- Declare the ECO-MAIRES association, the SHERPA association, the NOTRE AFFAIRE A TOUS association, the ZEA association, the Arcueil municipality, the Bayonne municipality, the Bègles municipality, the Bize-Minervois municipality, the Correns municipality, the Est-Ensemble establishment, the Grenoble municipality, the Possession municipality, the municipality of Mouans-Sartoux, the municipality of Nanterre, the municipality of Sevrans, and the municipality of Vitry-le-François inadmissible in their claims as these claims, made in the context of their summons, were not preceded by a corresponding formal notice in accordance with article L. 225-102-4 of the French Commercial Code;

In the alternative :

- Declare the association ECO-MAIRES, the association SHERPA, the association NOTRE AFFAIRE A TOUS, the association ZEA, the commune of Arcueil, the commune of Bayonne, the commune of Bègles, the commune of Bize-Minervois, the commune of Correns, the establishment Est-Ensemble, the municipality of Grenoble, the municipality of La Possession, the municipality of Mouans-Sartoux, the municipality of Nanterre, the municipality of Sevrans and the municipality of Vitry-le-François inadmissible in respect of all their claims not expressly mentioned in the letter of formal notice of 19 June 2019;
- Declare the association ECO-MAIRES, the association SHERPA, the association NOTRE AFFAIRE A TOUS, the association ZEA, the association FRANCE NATURE ENVIRONNEMENT, the commune of Arcueil, the commune of Bayonne, the commune of Bègles, the commune of Bize-Minervois, the commune of Correns, l'établissement Est-Ensemble, la commune de Grenoble, la commune de la Possession, la commune de Mouans-Sartoux, la commune de Nanterre, la commune de Sevrans, la commune de Vitry-le-François et la région Centre Val de Loire inadmissibles en leurs demandes fondées sur l'article 1252 du code civil ;

IN THE ALTERNATIVE, ON THE PROCEDURAL
OBJECTIONS AND GROUNDS FOR DISMISSAL
AFFECTING CERTAIN PLAINTIFFS :

- Declare that the association ECO-MAIRES, the municipality of Arcueil, the municipality of Bayonne, the municipality of Bègles, the municipality of Bize-Minervois, the municipality of Correns, the Est-Ensemble establishment, the municipality of Grenoble, the municipality of La Possession, the municipality of Mouans-Sartoux, the municipality of Nanterre, the municipality of Sevrans, the municipality of Vitry-le-François and the Centre Val de Loire region have no interest and no standing to bring proceedings under Article L. 225-102-4 of the French Commercial Code and declare that their claims are therefore inadmissible;
- Declare that the association ECO-MAIRES, the association NOTRE AFFAIRE A TOUS, the association ZEA, the commune of

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Arcueil, the commune of Bayonne, the commune of Bègles, the
commune of Bize-Minervois, the commune of Correns, the Est-
Ensemble establishment,

the municipality of Grenoble, the municipality of La Possession, the municipality of Mouans-Sartoux, the municipality of Nanterre, the municipality of Sevrans, the municipality of Vitry-le-François and the Centre Val de Loire region have no interest and no standing to bring proceedings under Article 1252 of the Civil Code;

ON THE INTERVENTIONS VOLUNTEERS A ON AN ANCILLARY BASIS :

- Declare that the submissions of the City of Paris and the City of New York of 29 July 2022 to intervene voluntarily on an ancillary basis are void on substantive grounds;
- Declare that the municipalities of Paris, New York and Poitiers and the association AMNESTY INTERNATIONAL FRANCE are inadmissible in their applications to intervene voluntarily on an ancillary basis;

ON REQUESTS FOR INTERIM MEASURES :

- Declare the applications for interim measures made by the association ECO-MAIRES, the association SHERPA, the association NOTRE AFFAIRE A TOUS, the association ZEA, the association FRANCE NATURE ENVIRONNEMENT, the commune of Arcueil, the commune of Bayonne, the commune of Bègles, the commune of Bize-Minervois, the commune of Correns, the Est- Ensemble establishment, the commune of Grenoble, the municipality of La Possession, the municipality of Mouans-Sartoux, the municipality of Nanterre, the municipality of Sevrans, the municipality of Vitry-le-François, the Centre Val de Loire region and the municipalities of Paris, New York, Poitiers and the association AMNESTY INTERNATIONAL FRANCE inadmissible for lack of sufficient connection with the procedural objections and grounds for dismissal raised by Total Energies SE;

In the alternative

- Declare the applications for interim measures made by the association ECO-MAIRES, the association SHERPA, the association NOTRE AFFAIRE A TOUS, the association ZEA, the association FRANCE NATURE ENVIRONNEMENT, the commune of Arcueil, the commune of Bayonne, the commune of Bègles, the commune of Bize-Minervois, the commune of Correns, the establishment Est-Ensemble, la commune de Grenoble, la commune de la Possession, la commune de Mouans-Sartoux, la commune de Nanterre, la commune de Sevrans, la commune de Vitry-le-François, la région Centre Val de Loire ainsi que les communes de Paris, New York, Poitiers et l'association AMNESTY INTERNATIONAL FRANCE inadmissibles pour défaut de qualité à défendre de la société TOTAL ENERGIES ;

In the alternative :

- Dismiss the actions of the association ECO-MAIRES, the association SHERPA, the association NOTRE AFFAIRE A TOUS, the association ZEA, the association FRANCE NATURE ENVIRONNEMENT, the commune of Arcueil, the commune of Bayonne, the commune of Bègles, la commune de Bize-Minervois, la commune de Correns, l'établissement Est-Ensemble, la commune de

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Grenoble, la commune de la Possession, la commune de Mouans-Sartoux, la commune de Nanterre, la commune de Sevrans, la commune de Vitry-le-François, la région

Centre Val de Loire and the municipalities of Paris, New York, Poitiers and the association AMNESTY INTERNATIONAL FRANCE from their requests for interim measures;

IN ANY CASE :

- Order the association ECO-MAIRES, the association SHERPA, the association NOTRE AFFAIRE A TOUS, the association ZEA, the association FRANCE NATURE ENVIRONNEMENT, the municipality of Arcueil, the municipality of Bayonne, the municipality of Bègles, the municipality of Bize-Minervois, the municipality of Correns, the establishment Est-Ensemble, la commune de Grenoble, la commune de La Possession, la commune de Mouans-Sartoux, la commune de Nanterre, la commune de Sevrans, la commune de Vitry-le-François et la région Centre Val de Loire à payer chacun à TOTAL ENERGIE la somme de 1000 euros au titre de l'article 700 du code de procédure civile ;
- Order the association ECO-MAIRES, the association SHERPA, the association NOTRE AFFAIRE A TOUS, the association ZEA, the association FRANCE NATURE ENVIRONNEMENT, the municipality of Arcueil, the municipality of Bayonne, the municipality of Bègles, the municipality of Bize-Minervois, the municipality of Correns, the establishment Est-Ensemble, the municipality of Grenoble, the municipality of La Possession, the municipality of Mouans-Sartoux, the municipality of Nanterre, the municipality of Sevrans, the municipality of Vitry-le-François and the Centre Val de Loire region to pay all the costs of the proceedings, with direct recovery to Maîtres Denis Chemla and Romaric Lazerges;

Having regard to the final submissions in response to the incident, served electronically on 26 May 2023, by which the associations NOTRE AFFAIRE A TOUS, SHERPA, ZEA, ECO-MAIRES, FRANCE NATURE ENVIRONNEMENT, AMNESTY INTERNATIONAL, the municipalities of Paris, New York, Poitiers, Arcueil, Bayonne, Bègles, Bize-Minervois, Correns, Grenoble, La Possession, Nouans-Sartoux, Nanterre, Sevrans and Vitry le François, the EST ENSEMBLE establishment and the Centre Val de Loire region, request that the Pre-Trial Judge :

Having regard to the formal notice sent by the plaintiffs on 19 June 2019 and the summons issued to TOTAL (now TOTALENERGIES) on 28 January 2020;

Having regard to articles 70, 117, 121, 122 and 789 of the Code of Civil Procedure Having regard to articles L. 225-102-4 and L. 233-16 of the Commercial Code Having regard to articles 1246 to 1252 of the Civil Code,

Having regard to articles L.142-4, L. 229-26, L. 333-1, L. 333-2-1, L. 371-3, R.

229-51 of the Environment Code

Having regard to articles L. 1111-2, L. 1111-9, L. 2212-2, L. 2122-22, 16°, L.

4251-1, L. 4251-2 of the Code général des collectivités territoriales Having regard to articles L. 101-1 et seq. of the Code de l'urbanisme (Town Planning Code)

Having regard to the Environment Charter,

Having regard to section 394(c) of the New York City

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Charter, Having regard to the UN-HLEG report

Having regard to the documents submitted to the hearing

1. IN LIMINE LITIS, PROCEDURAL OBJECTIONS

- Find that TOTAL ENERGIES is not entitled to rely on the lack of authority of certain mayors and representatives, as this procedural objection can only be raised by the local authority concerned,

In the alternative,

- Reject the procedural objections raised by TOTALENERGIES, as the mayors and representatives of the local authorities clearly have the power to represent them in court,

2. THE MAIN GROUNDS FOR DISMISSAL

- To postpone consideration of the grounds for dismissal raised by TOTAL ENERGIES before the Court of First Instance together with the merits of the case and to set a timetable for the merits,

3. IN THE ALTERNATIVE, ON THE GROUNDS OF INADMISSIBILITY

- Reject all the grounds for dismissal put forward by TOTAL ENERGIES;

As a result,

- Find the action brought by the Plaintiffs and Voluntary Intervenors admissible, both on the basis of the Duty of Vigilance Act and on the basis of the prevention and cessation of ecological damage;

4. IN CONVERSATION

- Order TOTAL ENERGIES to suspend, including for the companies it controls within the meaning of Article L. 233-16 II of the French Commercial Code, exploration and development projects for new hydrocarbon deposits that have not been the subject of a final investment decision, until the judgment on the merits has been handed down;

In the alternative,

- Order TOTAL ENERGIES to immediately implement the precautionary measures necessary to reduce its direct and indirect GHG emissions (scopes 1, 2 and 3) in order to align itself with a 1.5°C trajectory with no or limited overshoot, in accordance with the UN-HLEG report, until the judgment on the merits is handed down;

In any event,

- Order that the measures be implemented subject to a penalty of 100,000 for each day of delay from the date of the order;

5. IN ANY EVENT

- Order TOTAL ENERGIES to pay each of the Plaintiffs the sum of 2,000 euros under Article 700 of the French Code of Civil Procedure,

- Set a timetable for the proceedings on the merits, and refer the case to the next status hearing for the defendant's submissions on the merits
- Reserving costs;

Having regard to the debates at the incidental hearing on 31 May 2023, at which the parties orally reiterated the terms of their submissions, the case was set down for hearing on 6 July 2023;

REASONS :

On the application for referral back to the panel :

The defendants to the incidental action consider that it is not possible to rule on the grounds for dismissal raised by TOTAL ENERGIE without ruling on the substantive issues. They claim that the Pre-Trial Judge cannot rule on the plea of non-admission raised for lack of formal notice without ruling on whether an action based on Article L225-102-4 of the French Commercial Code is admissible only after formal notice has been given, The same applies to the question of whether the subject matter of the dispute has disappeared.

TOTAL ENERGIES responds that the grounds for dismissal it raises do not require a ruling on the merits of the case.

It follows from article 789 6° of the Code of Civil Procedure that where a plea in bar requires a substantive issue to be decided first, the Pre-Trial Judge shall rule on that issue and on the plea in bar. However, in cases that do not fall within the jurisdiction of the single judge or that are not assigned to him, a party may object. In such a case, and by way of exception to the provisions of the first paragraph, the Pre-Trial Judge shall refer the case back to the bench of judges, where appropriate without closing the preliminary enquiry, for it to rule on the substantive issue and the objection.

In this case, TOTAL ENERGIES is requesting that the proceedings be declared terminated, on the grounds that the dispute no longer has any purpose. It explains that the dispute related to a compliance plan published in 2019 for 2018, which is no longer relevant, as four new compliance plans were subsequently published (one for 2019 published on 20 March 2020, one for 2020 published on 31 March 2021, one for 2021, etc.). published on 25 March 2022 and one for 2022 published on 24 March 2023). The question raised by TOTAL ENERGIE through this exception is first of all to know whether the disappearance of the subject matter of the dispute results in the termination of the proceedings. This is a question of procedure and not of substance. Moreover, TOTAL ENERGIES does not raise a plea of dismissal on this ground but requests that the proceedings be declared extinct and that the Paris Court be ordered to relinquish jurisdiction. Such an application does not

is not covered by the provisions of article 789 6° of the Code of Civil Procedure.

The question of whether, under the provisions of article L225-102-4 of the French Commercial Code, an action based on the duty of due diligence is admissible only after formal notice has been given is also a procedural question and not a substantive one.

The same applies to the question of a party's interest or standing.

In short, not all of the procedural objections raised by TOTAL ENERGIES are inadmissible and their examination does not require that the merits of the case be addressed. It will therefore not be ordered that this incident be referred back to the court.

On the grounds for dismissal and procedural objections raised by TOTAL ENERGIES :

a) On the application for a declaration that the proceedings have been terminated and for an order that the Court relinquish jurisdiction :

TOTAL ENERGIES argues that the present dispute has become moot, as four new compliance plans have been adopted since the one published in 2019, which is the subject of the summons. It considers that, as a result, the proceedings have been terminated.

In response, the plaintiffs on the merits and the voluntary interveners argue that the subject matter of the dispute has not disappeared insofar as the plans published in 2020, 2021, 2022 and 2023 are just as open to criticism as the one published in 2019.

It follows from the provisions of article 384 of the Code of Civil Procedure that, apart from cases where this effect results from the judgment, proceedings are extinguished incidentally to the action by the effect of a settlement, acquiescence, discontinuance of the action or, in non-transferable actions, by the death of a party.

The disappearance of the subject matter of the dispute does not therefore result in the termination of the proceedings. The procedural objection raised by TOTAL ENERGIES is unfounded and cannot be accepted.

b) Dismissal of the claim that formal notice was not given :

TOTAL ENERGIES raised the fact that the formal notice sent to it did not come from all of the plaintiffs on the merits. The association FRANCE NATURE ENVIRONNEMENT and the Centre Val de Loire region were not mentioned.

It added that the formal notice sent to it was succinct and did not include all the requests made in the summons.

The plaintiffs on the merits and the voluntary interveners reply that the formal notice required by article L225-102-4 of the French Code de

It is not necessary for all the parties to the proceedings to issue a formal notice to trade, and a formal notice sent by some of them is sufficient to serve a summons.

Article L225-102-4 of the French Commercial Code reads as follows:

"I - Any company which, at the end of two consecutive financial years, employs at least five thousand employees in its own company and in its direct or indirect subsidiaries whose registered office is located in France, or at least ten thousand employees in its own company and in its direct or indirect subsidiaries whose registered office is located in France or abroad, shall draw up and effectively implement a due diligence plan.

Subsidiaries or controlled companies that exceed the thresholds mentioned in the first paragraph are deemed to comply with the obligations set out in this article as soon as the company that controls them, within the meaning of article L. 233-3, draws up and implements a due diligence plan relating to the activity of the company and of all the subsidiaries or companies that it controls.

The plan shall include reasonable due diligence measures to identify risks and prevent serious harm to human rights and fundamental freedoms, the health and safety of individuals and the environment, resulting from the activities of the company and those of the companies it controls within the meaning of Article II of the EC Treaty. L. 233-16, directly or indirectly, as well as the activities of subcontractors or suppliers with whom there is an established commercial relationship, when these activities are linked to this relationship.

The plan is intended to be drawn up in association with society's stakeholders, where appropriate as part of multi-stakeholder initiatives within industries or at local level. It includes the following measures:

1° A risk map to identify, analyse and prioritise risks;

2° Procedures for regular assessment of the situation of subsidiaries, subcontractors or suppliers with whom an established commercial relationship exists, with regard to risk mapping;

3° Appropriate measures to mitigate risks or prevent serious harm;

4° A mechanism for alerting and collecting reports on the existence or occurrence of risks, established in consultation with the representative trade unions in the said company;

5° A system for monitoring the measures implemented and evaluating their effectiveness.

The compliance plan and the report on its effective implementation are made public and included in the management report referred to in the second paragraph of Article L. 225-100 (1).

A decree in the Conseil d'Etat may supplement the vigilance measures provided for in 1° to 5° of this article. It may specify the procedures for drawing up and implementing the vigilance plan, where appropriate

as part of multi-stakeholder initiatives within sectors or at local level.

II - Where a company that has been given formal notice to comply with the obligations set out in I fails to do so within three months of the notice being given, the competent court may, at the request of any person with an interest in bringing proceedings, order the company to comply with these obligations, subject to a fine where appropriate.

The same matter may be referred to the President of the Court, acting in summary proceedings.

It follows from paragraph II - of this text that any legal action based on non-compliance with the obligations it imposes must, on pain of inadmissibility, be preceded by a formal notice. The legislator wanted any dispute relating to the duty of vigilance to give rise to a discussion between the parties before the matter was referred to the courts. The formal notice must enable the party against whom it is served to discuss its demands with the party from whom it originates before being summoned to court. The demands set out in the formal notice must be the same as those set out in the writ of summons, since each of them must be capable of being discussed between the parties before proceedings are instituted.

The plaintiffs on the merits and the voluntary interveners maintain that the legislator's objective of establishing a dialogue between the parties was fulfilled in this case because meetings were held between them and TOTAL ENERGIES. However, the legislator wanted the person liable for the duty of vigilance to be solemnly warned before being the subject of legal action. Mere meetings cannot constitute a formal warning.

It goes without saying that the formal notice must be sent by all parties to the proceedings.

In this case, as a supplier of polluting energy and subject to the duty of care, TOTAL ENERGIES published an initial compliance plan for 2017 on 15 March 2018. Following challenges, it published a second due diligence plan for 2018 on 20 March 2019.

By registered letter with acknowledgement of receipt dated 19 June 2019, the mayors of Arcueil, Bayonne, Bègles, Bize-Minervois, Correns, Champneuville, Grande-Synthe, La Possession, Grenoble, Nouans-Sartoux, Nanterre, Sevran and Vitry-le François, the president of the Est Ensemble local authority and the associations ECO-MAIRES, NOTRE AFFAIRE A TOUS, SHERPA and ZEA have, through the intermediary of their counsel, given formal notice to TOTAL ENERGIES to draw up a new vigilance plan including, without prejudice to any other measures that may be identified :

An identification of the risk resulting from GHG (greenhouse gas) emissions generated by the use of the goods and services produced by its group,

An identification of the risks of serious harm as they emerge from the latest IPCC Special Report of October 2018,

The appropriate actions to ensure that the Group is on a trajectory compatible with global warming well below 2°C compared with pre-industrial levels and continuing the action taken to limit the rise in temperature to 1.5°C, without taking into account the possible use of technologies whose deployment remains subject to numerous constraints and uncertainties.

It should first be noted that this formal notice was not sent in the name and on behalf of the association FRANCE NATURE ENVIRONNEMENT and the Centre Val de Loire region. These persons must therefore be declared inadmissible with regard to their claims based on article L225-102-4 of the French Commercial Code.

Next, it should be noted that the formal notice sent on 19 June 2019 is imprecise in that it enjoins TOTAL ENERGIES to publish a plan including the measures it lists and which are recalled above "without prejudice to other measures that may be identified". In order to constitute a solemn warning and to serve as a basis for discussion prior to referral to a court, the formal notice provided for in Article L225-102-4 II of the French Commercial Code must be sufficiently precise and may not enjoin a person to adopt measures "that may be identified".

In addition, the writ of summons includes claims that are not set out in the formal notice. In particular, in their writ of summons, the plaintiffs on the merits claim :

- that the plan contains a risk map and a prioritisation of risks,
- to identify, in particular :
 - the risk of serious damage to terrestrial ecosystems,
 - the risk of serious damage to marine ecosystems,
 - the risk of increased heat peaks,
 - increased risk of drought,
 - increased risk of heavy rainfall and flooding,
 - the risk of flooding due to rising sea levels,
 - the risk of serious violations of human rights and fundamental freedoms,
- that the plan includes quantified objectives:
 - A 40% reduction in greenhouse gas emissions by 2040 compared with 2019, with an annual reduction of 1.8%,
 - a 35% reduction in hydrocarbon production in 2040 compared with 2019, with an annual reduction of 1.7%,
- that the plan provides for the cessation of exploration for oil and gas deposits.

The defendants to the cross-action argue that as long as the claims formulated in the writ of summons correspond to the spirit in which the formal notice was issued, it was not necessary for the motions

mentioned in the formal notice are identical to those set out in the document initiating the proceedings. However, as the purpose of an action brought on the basis of article L225-102-4 of the French Commercial Code is to publish a document, any request relating to the content of that document is important and must be discussed between the parties before the proceedings are brought. More specifically, it is inconceivable to bring a case before the court in order to obtain a plan containing quantified objectives that are not included in the formal notice and could not therefore have been discussed beforehand.

In view of the foregoing, the formal notice issued to TOTAL ENERGIES on 19 June 2019 does not constitute a sufficient summons and could not serve as a basis for useful negotiations before the summons was issued. It follows that the provisions of Article L225-102-4 II of the French Commercial Code were not complied with and that the action brought on the basis of Article L225-102-4 of the said Code is inadmissible.

c) On the admissibility of the action brought on the basis of article 1252 of the Civil Code :

TOTAL ENERGIES argues that this action is inadmissible on the grounds that the claims made are identical to those made on the basis of article L225-102-4 of the French Commercial Code and that the plaintiffs have chosen to base them on article 1252 of the French Civil Code in order to circumvent the obligation to issue a formal notice prior to any legal action. It adds that some of the plaintiffs on the merits, namely the ECO-MAIRES association and the local authorities, have no interest in bringing proceedings on this basis, as the purpose of the ECO-MAIRES association does not allow it to bring such proceedings and the subject matter of the dispute goes beyond the territory of the local authorities. It also argued that the associations NOTRE AFFAIRE A TOUS and ZEA were less than five years old at the time of the summons and were not approved.

The defendants to the incident respond that the action based on the provisions of article 1252 of the Civil Code is autonomous from the action based on article L225-102-4 of the Commercial Code because it pursues a distinct objective, which is the prevention of ecological damage. They added that, in any event, the same claim could be made on two different grounds. They also assert that they have an interest in acting on the basis of article 1252 of the Civil Code.

Article 1252 of the Civil Code provides that, independently of compensation for ecological damage, the court, on receipt of a request to that effect from the persons referred to in article 1248, may prescribe reasonable measures to prevent or halt the damage.

Under article 1248 of the French Civil Code, an action for compensation for ecological damage is open to any person with an interest or standing to sue, such as the French State, the French Biodiversity Office, local authorities and groups of local authorities whose territory is affected, as well as public establishments, approved associations or associations that have been in existence for at least five years at the date of the summons and whose purpose is to protect nature and the environment.

In this case, the claim under article 1252 of the Civil Code is worded as follows in the writ of summons:

"Order TOTAL SA to publish and implement, as part of its obligation to prevent environmental damage resulting from its activities, appropriate measures to reduce its direct and indirect emissions in line with the Paris Agreement in order to limit global warming to well below 2°C, in particular:".

The expression "publish actions" means that TOTAL ENERGIES is asked to publish a plan to prevent environmental damage. This is indeed the due diligence plan provided for in Article L225-102-4 of the French Commercial Code.

In addition, the measures for which the applicants on the merits are requesting the

The "publication" provisions are similar to those they are requesting be included in the new due diligence plan on the basis of article L225-102-4 of the French Commercial Code.

There is no difference between their claim under article 1252 of the French Civil Code and their claim under article L225-102-4 of the French Commercial Code. Both claims have the same objective.

The request made on the basis of article 1252 of the Civil Code is in fact subject to the provisions of article L225-102-4 of the Commercial Code, which are special and derogate from the general provisions of the Civil Code.

It was clearly made with a view to circumventing the formal notice requirement set out in paragraph II of Article L225-102-4 of the French Commercial Code. It is therefore inadmissible.

In addition, it should be noted that the association NOTRE AFFAIRE A TOUS does not provide proof that it was approved at the time when it had TOTAL ENERGIES sued. To prove this, it refers to its exhibit 134, which is a consultation with Dr. Yann Robiou. TOTAL ENERGIES states that its approval was obtained three years after these proceedings were instituted. Consequently, the action brought by the association NOTRE AFFAIRE A TOUS on the basis of article 1252 of the Civil Code must be declared inadmissible by virtue of the provisions of article 1248 of the same code.

According to article 2 of the ECO-MAIRES association's articles of association, its purpose is to bring together municipalities and their EPCIs that make the conquest of a more humane environment an absolute priority of their mandate. In particular, it aims to promote the best local initiatives in favour of the environment and sustainable development and to encourage any type of action to improve the environment led by the Mayor or President, who is responsible for the quality of life of his or her citizens. The object of this association is the local activity of the communes. It is unrelated to the action it is taking against TOTAL ENERGIES, the aim of which is to force the company to publish measures to prevent global warming.

which is a worldwide phenomenon. This association has no interest in bringing an action and its action is inadmissible.

It can be seen from the page of the infogreffe website produced as exhibit 40 by TOTAL ENERGIES that the ZEA association was registered in the SIRENE register in March 2017. This means that it was formed at the beginning of 2017, i.e. three years before the summons was issued. Its action is inadmissible under the combined provisions of articles 1248 and 1252 of the Civil Code, according to which an association may only take legal action to obtain measures to prevent the occurrence of ecological damage if it has been in existence for at least five years.

As far as local authorities are concerned, article 1248 of the Civil Code states that they can take legal action when their territory is affected by ecological damage. However, the ecological damage they claim concerns not only their territory but the whole world. If they were to be declared admissible on the sole grounds that the damage they are seeking to repair or prevent concerns their territory, this would mean that any local authority in the world could take a company to court on the grounds that its activities contribute to global warming. Litigation concerning the repair and prevention of ecological damage would then become impossible to control. It is therefore appropriate to allow only local authorities that claim specific damage affecting their territory, and only their territory, to bring an action based on article 1252 of the Civil Code. This consideration leads us to declare the local authority defendants in the incident inadmissible in their claims based on article 1252 of the Civil Code in the absence of any such prejudice.

On the voluntary intervention of AMNESTY INTERNATIONAL FRANCE and the municipalities of Paris, Poitiers and New York:

a) On the validity of the voluntary intervention of the municipality of New York :

TOTAL ENERGIES argues that the conclusions of voluntary intervention are null and void with regard to this municipality, which has no capacity to take legal action outside the territory of the United States.

New York City, on the other hand, claims to have this capacity.

Under article 117 of the Code of Civil Procedure, lack of capacity to sue constitutes a substantive irregularity affecting the validity of the deed.

In exhibit 41, TOTAL ENERGIES submitted a certificate from Nathanael Kritzer, an American lawyer, to the effect that the New York City Charter prohibits the municipality from taking legal action before a foreign court. In exhibit 29, the municipality of New York produced a certificate to the contrary from Sylvia O. Hinds-Radix, its legal advisor.

These two contradictory certificates do not establish that the municipality of New York has the capacity to bring an action before this court. The conclusions of voluntary intervention that it served on 29 July 2022 are null and void as far as it is concerned.

b) On the validity of the voluntary intervention of the City of Paris :

TOTAL ENERGIE argues that the decision of the Paris City Council authorising the Mayor of the City of Paris to take legal action does not allow it to bring the present action insofar as it allows it to bring or defend legal proceedings in actions brought as a result of its activities and the fight against global warming is not one of those activities.

The City of Paris replies that it is in its interest to intervene voluntarily.

In its statement of voluntary intervention, the City of Paris presented itself as represented by its acting mayor. It filed a resolution of its City Council dated 3 July 2020 stating that it had delegated to the Mayor the power to bring, on behalf of the City, all legal actions or to defend the City in actions brought against it before all courts, whether constitutional, judicial, administrative, civil, criminal, labour, social, commercial or professional, at first instance, on appeal or in cassation, in the context of its activities.

Bringing an action against TOTAL ENERGIES to force it to adopt measures to reduce its greenhouse gas emissions, slow down its production of hydrocarbons and stop searching for oil and gas deposits around the world in order to halt the global warming that is affecting the entire planet does not fall within the scope of the activities of the Commune de Paris, which are limited to the City of Paris.

This municipality's application to intervene voluntarily must be annulled on the basis of Article 117 of the Code of Civil Procedure.

c) Admissibility of the voluntary intervention of the association AMNESTY INTERNATIONAL FRANCE and the municipality of Poitiers :

As an accessory to the action led by the associations NOTRE AFFAIRE A TOUS, SHERPA, ZEA, ECO-MAIRES, FRANCE NATURE ENVIRONNEMENT, the municipality of Arcueil, the municipality of Bayonne, the municipality of Bègles, the municipality of Bize-Minervois, the municipality of Correns, the municipality of Champneuville, the territorial public establishment EST ENSEMBLE, the municipality of Grenoble, the municipality of La Possession, the municipality of Nouans-Sartoux, the municipality of Nanterre, the municipality of Sevrans, the municipality of Vitry le François and the Centre Val de Loire region, which is inadmissible, this voluntary intervention is also inadmissible.

Irrecoverable costs :

It would be unfair to leave TOTAL ENERGIES to bear the irreducible costs not included in the costs. Consequently, the associations ECO-MAIRES, SHERPA, NOTRE AFFAIRE A TOUS, ZEA, FRANCE NATURE ENVIRONNEMENT, the municipality of Arcueil, the municipality of Bayonne, the municipality of Bègles, the municipality of Bize-Minervois, the municipality of Correns, the public territorial establishment EST ENSEMBLE, the municipality of Grenoble, the municipality of La Possession, the municipality of Nouans-Sartoux, the municipality of Nanterre, the municipality of Sevran, the municipality of Vitry le François and the region Centre Val de Loire shall each be ordered to pay it the sum of 100 euros on the basis of Article 700 of the Code of Civil Procedure.

The defendants in the incident being unsuccessful, their claim under Article 700 of the Code of Civil Procedure will be dismissed.

FOR THESE REASONS :

The Pre-Trial Judge, ruling publicly by contradictory order made available at the registry and at first instance:

Declares that there are no grounds to refer the examination of the incident back to the court,

Declares that there are no grounds to declare the present proceedings extinct and to order the court to relinquish jurisdiction,

Declares the associations NOTRE AFFAIRE A TOUS, SHERPA, ZEA, LES ECO-MAIRES, FRANCE NATURE ENVIRONNEMENT, la

The actions of the following municipalities are inadmissible: la commune d'Arcueil, la commune de Bayonne, la commune de Bègles, la commune de Bize-Minervois, la commune de Correns, la commune de Champneuville, l'établissement public territorial EST ENSEMBLE, la commune de Grenoble, la commune de la Possession, la commune de Nouans-Sartoux, la commune de Nanterre, la commune de Sevran, la commune de Vitry le François et la région Centre Val de Loire,

Declares the conclusions of the voluntary intervention served on 29 July 2022 null and void insofar as they concern the municipalities of New York and Paris,

Declares the association AMNESTY INTERNATIONAL FRANCE and the commune of Poitiers inadmissible in their voluntary intervention,

Condemns the associations NOTRE AFFAIRE A TOUS, SHERPA, ZEA, ECO-MAIRES, FRANCE NATURE ENVIRONNEMENT, la the municipality of Arcueil, the municipality of Bayonne, the municipality of Bègles, the municipality of Bize-Minervois, the municipality of Correns, the municipality of Champneuville, l'établissement public territorial EST ENSEMBLE, the municipality of Grenoble, the municipality of la Possession, the municipality of

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Chamber 2nd Section

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Nouans-Sartoux, the municipality of Nanterre, the municipality of Sevrans, the municipality of Vitry le François and the Centre Val de Loire region each to pay the sum of 100 euros to TOTAL ENERGIES on the basis of Article 700 of the Code of Civil Procedure,

Condemns the associations NOTRE AFFAIRE A TOUS, SHERPA, ZEA, ECO-MAIRES, FRANCE NATURE ENVIRONNEMENT, la the municipality of Arcueil, the municipality of Bayonne, the municipality of Bègles, the municipality of Bize-Minervois, the municipality of Correns, the municipality of Champneuville, the EST ENSEMBLE local authority, the municipality of Grenoble, the municipality of La Possession, the municipality of Nouans-Sartoux, la commune de Nanterre, la commune de Sevrans, la commune de Vitry le François et la région Centre Val de Loire, la commune de Poitiers, la commune de New-York et l'association AMNESTY INTERNATIONAL FRANCE aux dépens dont distraction au profit de Maître Denis Chemla et de Maître Romaric Lazerges.

Made and delivered in Paris on 06 July 2023

The

RegistrarThe Pre-Trial Judge

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