

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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CHEVRON CORPORATION,		:
		:
Plaintiff,		:
		:
v.		:
		:
STEVEN DONZIGER, et al.,		:
		:
Defendants.	11 Civ. 0691 (LAK)	:
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**DECLARATION OF MARY BETH MALONEY IN FURTHER SUPPORT OF
PLAINTIFF CHEVRON CORPORATION'S MOTION FOR AN ORDER OF
ATTACHMENT AND OTHER RELIEF**

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I, Mary Beth Maloney, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746, that the following is true and correct:

1. I am an attorney licensed to practice law in the State of California. I am an associate in the law firm of Gibson, Dunn & Crutcher, LLP, counsel of record for Chevron Corporation (“Chevron”) in the above-captioned matter. I make this declaration, based on personal knowledge, in support of Chevron’s Reply in Support of Chevron Corporation’s Motion For An Order Of Attachment And Other Relief.

Evidence That Defendants Ghostwrote the Judgment

2. The record shows that text from a June 18, 2009 email from Pablo Fajardo to others on the LAPs’ legal team, Dkt. 355-39 (Ex. 1141), appears in the Judgment (Dkt. 168), but does not appear in the Ecuadorian trial record.

3. In their opposition, and in an earlier motion filed with the Second Circuit, Defendants state that the language at issue is a “cut-and pasted excerpt” from a published court opinion (*Andrade v. Conelec*) containing “stock language.” Dkt. 365 at 34 (“There is no evidence that Defendants ghostwrote stock language used by the courts in Ecuador that also appears in the Ecuadorian judgment.”); *see also* Ex. 1171 at 11-12 n.6 (asserting that the text at issue “is apparently ‘stock’ language used by courts in similar cases. . . . The lesson to be learned here is that one must always scrutinize Chevron’s exhibits.”).

4. The record shows that the text from *Andrade v. Conelec* that appears in both Fajardo’s email and in the Judgment is identical. The text from *Andrade v. Conelec* as it appears in Fajardo’s e-mail and the Judgment is not the same as the text of the published opinion itself. *See* Exs. 1169, 1187, 1228, 1232. Fajardo’s version introduces to the case errors, altered words, and paraphrasing, and it is *Fajardo’s* version of *Andrade v. Conelec* that appears

verbatim in the Judgment. Compare Ex. 1169, 1187, 1228, 1232 with Dkt. 355-39 (Ex. 1141) with Dkt. 168 at 186-87. The relevant portions of these texts are reproduced in the following table, with the altered words in bold:

Ex. 1169: <i>Andrade v. Conelec</i> (as published)	Dkt. 355-39 (Ex. 1141): June 18, 2009 Pablo Fajardo Email (with incorrect quotations of <i>Andrade v. Conelec</i>)	Dkt. 168: Judgment: Page 186–87
Finalmente, es necesario establecer un mecanismo adecuado de ejecución de la sentencia , que permita asegurar que el criterio de Justicia empleado en el presente caso se haga realidad,	Finalmente, es necesario establecer un mecanismo adecuado de ejecución de la condena , que permita asegurar que el criterio de Justicia empleado en la presente sentencia se haga realidad,	Finalmente, considerando que es necesario establecer un mecanismo adecuado de ejecución de la condena , que permita asegurar que el criterio de Justicia empleado en la presente sentencia se haga realidad,

5. Fajardo’s e-mail includes an analysis of a second case, entitled *Comité Delfina Torres vda. de Concha v. PETROECUADOR y filiales*. This case also appears in the Judgment, but does not appear in the Ecuadorian trial record. Both Fajardo’s e-mail and the Judgment incorporate an incomplete case citation to *Comité Delfina Torres vda. de Concha v. PETROECUADOR y filiales*—listing the case number, but not the name—and both incorrectly cite the case as supportive of the use of trusts in the execution of judgments.

6. Defendants’ own internal analysis of *Comité Delfina Torres vda. de Concha v. PETROECUADOR y filiales* demonstrates the case is not about trusts at all. See Ex. 1172, 1170. Nonetheless, the exact same incomplete and irrelevant citation to *Comité Delfina Torres vda. de Concha v. PETROECUADOR y filiales* also appears in the Judgment. Compare Dkt. 355-39 with Dkt. 168 at 186.

7. Again, the following comparison shows the overlap—here, the common text is bolded, and the erroneous citation is underlined:

June 18, 2009, Pablo Fajardo Email	Judgment: Page 186
<p>La procedencia del fideicomiso como modo de cumplir las obligaciones tiene como fundamento el artículo 24, numeral 17 de la Constitución anterior (debe haber una norma similar en la actual) y ha sido reconocida (la procedencia del modo) en las resoluciones de Corte Suprema números 168-2007 de abril 11 de 2007, juicio No. 62-2005, propuesto por Andrade c. CONELEC; y, <u>229-2002, R.O. 43 de marzo 19 de 2003;</u></p>	<p>... la procedencia del fideicomiso como modo de cumplir las obligaciones ha sido reconocida en las resoluciones de Corte Suprema números 168-2007 de abril 11 de 2007, juicio No. 62-2005, propuesto por Andrade c. CONELEC; y, <u>229-2002, R.O. 43 de marzo 19 de 2003,</u></p>
<p>The legitimacy of a trusteeship as the way to fulfill the obligations is based on article 24, number 17 of the prior Constitution (there must be a similar rule in the current one) and has been recognized (the legal basis for the form) in the following Supreme Court decisions: numbers 168-2007 dated April 11, 2007, trial No. 62-2005, brought by Andrade vs. CONELEC; and <u>229-2002, Official Gazette # 43 dated March 19, 2003;</u></p>	<p>... the legitimacy of a trusteeship as the way to fulfill the obligations has been recognized in Supreme Court resolutions numbers 168-2007 of April 11, 2007, case No. 62-2005, brought by Andrade v. CONELEC; and <u>229-2002, R.O. 43 of March 19, 2003,</u></p>

8. Defendants note in their opposition that the LAPs “dispute Chevron’s claims that the February 2011 judgment was ‘ghostwritten.’” Dkt. 365 at 34 n.26. Numerous experts have reported, however, that portions of Defendants’ internal work product appear verbatim in the judgment. See Dkts. 355-6, 355-30, 355-31. The record shows that Defendants offer no explanation as to how text from this email, including errors, as well as sampling data, and information from their indexes and memos, were used to draft the judgment if they were not directly involved in the drafting process. See Ex. 1223 at 4683:24-4688:2; 4701:11-18; 4720:4-4722:19; 4733:4-4737:24; 4772:20-4774:17; 4803:23-4805:23; 4815:3-6; 4820:14-4822:4; 4826:13-4827:5; 4834:11-4837:10.

9. Attached hereto as Exhibit 1169 is a true and correct copy of an opinion in the matter *Andrade v. Conelec*, No. 168-07, issued by the Corte Suprema de Justicia Sala de Lo Contencioso Administrativo, dated April 11, 2007, and published by a private publisher named “Corporation Mil.”

10. Attached hereto as Exhibit 1187 is a true and correct copy of an opinion in the matter *Andrade v. Conelec*, No. 168-07, issued by the Corte Suprema de Justicia Sala de Lo Contencioso Administrativo, dated April 11, 2007, and published on an Ecuadorian online legal database named SILEC.

11. Attached hereto as Exhibit 1228 is a true and correct copy of an opinion in the matter *Andrade v. Conelec*, No. 168-07, issued by the Corte Suprema de Justicia Sala de Lo Contencioso Administrativo, dated April 11, 2007, and published in the *Judicial Gazette*.

12. Attached hereto as Exhibit 1232 is a true and correct copy of an opinion in the matter *Andrade v. Conelec*, No. 168-07, issued by the Corte Suprema de Justicia Sala de Lo Contencioso Administrativo, dated April 11, 2007, and published in the *Official Register* No. Ano II, 339.

13. Attached hereto as Exhibit 1170 is a certified translation of *Comité Delfina Torres vda. de Concha vs. PETROECUADOR y filiales*, issued by the Ecuadorian Supreme Court of Justice, First Chamber for Civil and Commercial Claims, dated October 29, 2002, published in the *Judicial Gazette* 10, produced by Steven Donziger and bearing the Bates number DONZ00051507.

14. Attached hereto as Ex. 1171 is a true and correct copy of the Brief of Appellants Hugo Gerardo Camacho Naranjo and Javier Piaguaje Payaguaje in Support of Renewed Motion

to Stay All Proceedings in the District Court Pending Final Resolution of Appeal, filed in the matter of *Chevron Corp. v. Naranjo*, No. 11-1150-cv (L) (2d Cir.), dated December 8, 2011.

15. Attached hereto as Ex. 1172 is an excerpt from Defendants' legal outline titled "Choice of Law Issues," produced by S. Donziger and bearing the Bates number DONZ00082575.

16. Attached hereto as Exhibit 1209 is a true and correct copy of a signed declaration from forensic computational linguist Patrick Juola in which he offers his opinion that the overlapping language between the LAPs' work product documents and the judgment is not explainable by the court record.

Judicial Pre-Inspection

17. In their Opposition, Defendants make several allegations regarding pre-inspections of judicial inspection sites in the Lago Agrio Litigation during the earlier joint inspection phase of the case, which the Defendants later pressured the Lago Agrio Judge to scuttle in favor of a single, "global damages" expert (Richard Stalin Cabrera Vega), whom they secretly controlled. Defendants mischaracterize these pre-inspections during this earlier phase as "manipulation" and "rigged sampling procedures." Dkt. 365 at 26. These allegations are not supported by the record.

18. The record shows that pre-inspections were conducted with the knowledge and assistance of the Lago Agrio court. The judicial inspection process was an adversarial process, in which each party recommended sampling locations to the judge, who then made all decisions regarding sampling locations. At pre-inspections, *both* parties would place flags to mark locations they wished to have sampled during the judicial inspections. *See, e.g.*, Ex. 1173 at

9720, 9722. After considering the requests of both parties, the judge then directed experts to sample certain locations. Ex. 1173 at 9722.

19. Defendants' own documents show that these pre-inspections were disclosed by Chevron to the Ecuadorian Court as "obvious and desirable preparation" to be performed by both parties. Ex. 1174 at 133219.

20. The record shows that Chevron formally petitioned the Lago Agrio court for access to judicial inspection sites "so that the parties may enter this petroleum facility on days before the ones scheduled for the proceedings in order to do a pre-inspection, which is extremely important to our defense in this case." Ex. 1175 at 127042-45.

21. Defendants' own documents show that the LAPs did conduct pre-inspections of their own. *See* Ex. 1176 (describing the LAPs "field lab" for "pre-inspection analysis to determine where to take samples during the inspections."); *see also* Exs. 1229 (CRS-226-06A), 1230 at 7 (depicting Donald Moncayo, a long-time LAP collaborator involved in their misconduct, and Fajardo at a well site discussing how they were "doing . . . a pre-inspection").

22. Attached hereto as Exhibit 1173 is a certified translation of a document entitled "Judicial Inspection *ACTA*," the Acta for Sacha Field Well Ten, that is part of the record in the Lago Agrio Litigation.

23. Attached hereto as Exhibit 1174 is a certified translation of a document dated October 16, 2007 submitted by Chevron in the Lago Agrio Litigation.

24. Attached hereto as Exhibit 1175 is a certified translation of a document dated March 14, 2007 submitted by Chevron in the Lago Agrio Litigation.

25. Attached hereto as Exhibit 1176 is a certified translation of an email chain dated November 4, 2004 among S. Donziger, A. Wray, M. Pareja, and others with the subject line,

“Important issue – field lab,” recovered from a hard drive produced by S. Donziger and bearing the Bates numbers DONZ-HDD-0068239-41.

The Pre-Inspection Testing and Analysis Process

26. The record shows that each party requested sample locations with the objective of establishing certain facts about the judicial inspection sites. Chevron’s stated objective in selecting its samples was to demonstrate that contaminants were not migrating away from the pits—that there was a “clean perimeter” beyond which contaminants were not found. *See* Dkt. 366-6.

27. Defendants’ own documents show that Chevron’s experts were provided with a general planning template, in line with its sampling objective, and this template was modified to fit specific judicial inspection sites based on plans developed in concert with each judicial inspection expert. *Compare* Dkt. 366-8 (“Summary of Sampling and Testing Program for Judicial Inspection Sites: Strategy”) *with* Dkt. 366-6 (“Summary of Sampling and Testing Program for Judicial Inspection Sites: Sacha Norte 1 Production Station Strategy”). As one of Chevron’s experts, Douglas MacKay received this general template. *See* Dkt. 366-8.

28. Defendants’ own documents show that Chevron sent certain judicial inspection samples to the NewFields lab for specialized analyses that NewFields is uniquely qualified to perform, and the results were filed with the court. *See* Dkt. 366-6.

29. The record shows that the LAPs had an opportunity to test duplicates of each sample Chevron took. Ex. 1177 at 8480.

30. Attached hereto as Exhibit 1177 is a certified translation of an order issued by the Lago Agrio court on August 7, 2004 and included in the record for the Lago Agrio Litigation.

Chevron Was Not Involved in the Judicial Bribery Solicitation Scandal

31. The record shows that on May 11, 2009 and June 22, 2009, Diego Borja recorded meetings with Carlos Patricio Garcia Ortega, an official within Ecuador's ruling political party, who solicited bribes—\$1 million each—for then-presiding Judge Juan Núñez, “the Presidency,” and the Lago Agrio plaintiffs. Ex. 1181 at 1–4; Ex. 1178 at 6.

32. The record shows that on May 15, 2009 and June 5, 2009, Borja and Wayne Hansen met with Judge Núñez. Exs. 1178-1181.

33. The record shows that Chevron had no involvement in Borja's meetings with Judge Núñez. Borja testified that his first contact with Chevron regarding these meetings was on June 5, 2009, after his last meeting with Judge Núñez, held earlier that day. Ex. 1182 at 161:5-162:7.-

34. In the conversations Santiago Escobar taped with Borja, Borja is asked, “Since when did Chevron already know that you were recording, doing that?” He answers, “Well, they... they didn't know anything.” Ex. 1183.

35. Attached hereto as Exhibit 1178 is a true and correct copy of a transcription and translation of a recording by D. Borja of a meeting on May 11, 2009 at the Alianza PAIS Offices in Quito, Ecuador, attended by Carlos Patricio García Ortega, Diego Borja, and others.

36. Attached hereto as Exhibit 1179 is a true and correct copy of a transcription and translation of a recording by D. Borja of a meeting on May 15, 2009 at the Chambers of Judge Nuñez in Lago Agrio, Ecuador, attended by Judge Nuñez, Diego Borja, Wayne Hanson, and others.

37. Attached hereto as Exhibit 1180 is a true and correct copy of a transcription and translation of a recording by D. Borja of a meeting on June 5, 2009 at a Holiday Inn conference room in Quito, Ecuador, attended by Judge Nuñez, Diego Borja, Wayne Hanson, and others.

38. Attached hereto as Exhibit 1181 is a true and correct copy of a transcription and translation of a recording by D. Borja of a meeting on June 22, 2009 at the Alianza PAIS Offices in Quito, Ecuador, attended by Carlos Patricio García Ortega, Rubén Darío Miranda Martínez, and Diego Borja.

39. Attached hereto as Exhibit 1182 are true and correct copies of the transcript of the deposition of Diego Borja in *In re Applic. of the Republic of Ecuador*, Nos. 10-MC-80225 CRB (EMC) & 10-MC-80324 CRB (EMC), taken on March 15 & 16, 2011. These pages were previously filed in *Chevron Corp. v. Naranjo*, No. 11-1150 (2d Cir.) Dkt. 417-7.

40. Attached hereto as Exhibit 1183 is a true and correct copy of a translation of a transcript of a recorded conversation between D. Borja and S. Escobar, dated October 31, 2009.

Defendants' Early Awareness of the Judicial Corruption Scheme

41. Defendants' internal communications reveal that they were aware of Judge Nuñez's improper meetings related to the Lago Agrio Litigation before Borja's recordings of these meetings were publicly disclosed. *See, e.g.*, Dkt. 179-13 (email dated May 22, 2009 from Fajardo to Donziger stating that CIASA "representatives are pressuring the Judge to render judgment and appoint them to do the environmental remediation."); 179-4 (deposition transcript of Donziger acknowledging the same).

Defendants' Recognition that Meetings Were Improper

42. In one email, Donziger states that the "judge should not have been in the meetings, period." Ex. 1184.

43. Donziger associate Andrew Woods stated in another email that the recordings “seem[] to show that [the judge] was aware that his actions were helping further something that was improper for him to be a part of as a judgment.” Ex. 1185.

44. One of Defendants’ Ecuadorian attorneys, Julio Prieto, stated that “[t]he big problem is that the judge commits criminal malfeasance.” Ex. 1186.

45. Attached hereto as Exhibit 1184 is a true and correct copy of an email chain dated September 30, 2009 among S. Donziger, P. Paz y Miño, and N. Magel with the subject line, “website – changes,” produced by S. Donziger and bearing the Bates number DONZ00019514.

46. Attached hereto as Exhibit 1185 is a true and correct copy of an email dated August 31, 2009 from A. Woods to S. Donziger and D. Beltman with the subject “Nunez,” produced by Stratus and bearing the Bates number STRATUS-NATIVE048511.

47. Attached hereto as Exhibit 1186 is a certified translation of an email chain dated August 31 to September 1, 2009 between S. Donziger, P. Mendoza, J. Saenz, J. Prieto, and others produced by S. Donziger and bearing the Bates number DONZ00052150.

Defendants Allegations Against Chevron and Others Regarding the Borja Videotapes

48. In an August 31, 2009 email, Prieto stated that Defendants hoped to turn the “big problem” of Borja’s revealing videos into an attack on Chevron, writing, “from the biggest crisis, we can get the greatest advantage.” *Id.*

49. The record does not support Defendants’ attack on Chevron.

50. Defendants allege that Wayne Hansen “fled to Peru in or around November 2010 to avoid a subpoena that would have forced him to answer for his conduct.” Dkt. 365 at 29. Their only evidence is an email from Hansen in which he states that he is in Peru and that he

enjoys the area's low cost of living and excellent surfing. Dkt. 366-21. There is no reference to any subpoena.

51. Defendants allege that "Chevron was aware that the fourth recorded meeting would occur (in advance of that meeting)" and suggest Chevron ordered the filming. Opp. at 29-30. Having reviewed the transcript of Diego Borja's deposition in *In re Applic. of the Republic of Ecuador*, Nos. 10-MC-80225 CRB (EMC) & 10-MC-80324 CRB (EMC), taken on March 15 & 16, 2011, Borja testified that Chevron discouraged him from further meetings. Defendants have access to this testimony but omit it from their submissions to the Court.

52. Defendants allege that Chevron hid Borja's work as a Chevron contractor. Dkt. 365 at 29. But Chevron publicly announced on August 31, 2009, as part of its larger announcement of the scandal, that Borja "has performed work for Chevron as a logistics contractor" and that he "also has a relative who works as a contractor to Chevron." Dkt. 366-13.

53. Defendants allege that Chevron paid Borja "hush' money." Opp. at 31. But in the same August 31, 2009 announcement, Chevron stated that, "[b]ecause of concern for Borja's safety, Chevron has assisted him and his family with relocation expenses and other interim support." Dkt. 366-13.

54. After the public disclosure of the tapes, one of the LAPs' Ecuadorian lawyers wrote to Donziger to say that "sources at the government tell us they're actively looking for [those involved in the scandal], to cut their heads off. We should focu[s] on Borja and Hansen, since they're the Chevron stooges. Correa and his cronies will take care of the rest." Dkt. 30-22.

55. In Diego Borja's deposition in *In re Applic. of the Republic of Ecuador*, Nos. 10-MC-80225 CRB (EMC) & 10-MC-80324 CRB (EMC), taken on March 15 & 16, 2011, he testified that in response to his well-founded fear of persecution, the United States granted Borja

and his family asylum. Defendants have access to this testimony but omit it from their submissions to the Court.

56. Defendants rely on Santiago Escobar's statements to contend that Chevron instigated the entire scheme. Dkt. 365 at 30. But Borja told Escobar that the LAPs "say that the company knew about this and that they planned it, but that's not the way it is." Ex. 1188, Sept. 15, 2009 at 2:18 p.m. Moreover, Escobar confessed to lying to Borja in order to secretly record their conversations because he was "disappointed" that Borja had taped the meetings with Judge Nuñez. Ex. 1189 at 169:25-170:7; 170:23-171:7.

57. One of the LAPs' own attorneys observed that Escobar was obviously "prodd[ing]" Borja "into making increasingly grandiose claims." Ex. 1190.

58. Attached hereto as Exhibit 1188 is an annotated MSN chat record of conversations between D. Borja and S. Escobar from August 24, 2009 through October 31, 2009.

59. Attached hereto as Exhibit 1189 are true and correct copies of excerpts from the transcript of the deposition of Santiago Ernesto Escobar Escobar in the matter *Chevron Corp. v. Salazar*, No. 11 Civ. 3718 (LAK) (S.D.N.Y.), taken on September 15, 2011.

60. Attached hereto as Exhibit 1190 is a certified translation of an email chain dated December 23-24, 2009 between S. Donziger, G. Fine, and others, including a memorandum addressed to S. Donziger and J. Kohn authored and sent by A. Goelman, produced by S. Donziger and bearing the Bates number DONZ00129505.

61. Defendants also rely on the Escobar testimony to support their allegation that Borja "would swap out contaminated samples" as part of his work in the field in Ecuador. Opp. at 28. But Borja's supervisor in Ecuador, Marino Fernandez, and other eyewitnesses have denied

the sample swap allegation, and explained that Borja's responsibilities did not involve gathering samples at all. *See* Exs. 1233, 1234, 1235.

62. Attached hereto as Exhibit 1233 is a true and correct copy of the declaration of Marino Fernandez executed on July 30, 2010.

63. Attached hereto as Exhibit 1234 is a true and correct copy of the declaration of Louis Manzano executed on August 11, 2010.

64. Attached hereto as Exhibit 1235 is a true and correct copy of the declaration of Bosco Ramirez executed on July 27, 2010.

Defendants' Allegations Regarding Chevron's Interactions with Lago Agrio Judges Are Unsubstantiated and Irrelevant

65. Defendants allege Chevron's legal counsel in Ecuador of "repeated[]" "substantive *ex parte* contacts with the presiding judges in the Ecuadorian lawsuit." Opp. at 31. Donald Moncayo, Defendants' supposed witness of these contacts, admitted in his deposition that he did not know whether any of Chevron's contacts with Lago Agrio judges concerned only procedural or scheduling matters, because he only ever heard "very brief words" exchanged between Chevron representatives and the judges. Ex. 1191 at 69: 5-17. And while Defendants say that a meeting purportedly took place in July of 2010, Moncayo did not mention it in a declaration that he submitted to this Court just a month later, in which he claimed to have witnessed several other meetings between Chevron representatives and judges. *See* Ex. 1192. Moncayo claimed at his deposition that he "had just forgotten" about the July 2010 meeting when he submitted his declaration. *See* Ex. 1191 at 70: 5-18.

66. Defendants also rely on Moncayo for their argument that "on one occasion, Chevron's lawyer met with the presiding judge to discuss Richard Cabrera's expert opinion." Dkt. 365 at 32. While Moncayo claimed to have witnessed this meeting between Chevron

attorneys and Judge Novillo in July 2007, Cabrera did not even file his first report until nine months later. *See* Ex. 1191 at 212:17-213:10.

67. Attached hereto as Exhibit 1191 are true and correct copies of excerpts of the transcript of the deposition of Donald Moncayo in the matter *Chevron Corp. v. Salazar*, No. 11 Civ. 03718 (LAK) (S.D.N.Y.), taken on September 13, 2011.

68. Attached hereto as Exhibit 1192 is a certified translation of the Declaration of Donald Rafael Moncayo Jimenez in Support of Lago Agrio Plaintiffs' Motion to Quash, submitted in *In re Applic. of Chevron Corp.*, No. 10 MC 00002 (LAK) (S.D.N.Y.) on August 28, 2010.

Republic of Ecuador Judiciary Under President Correa

69. On July 20, 2011, an editor and three directors of *El Universo*, one of Ecuador's leading daily newspapers, were sentenced to three years in prison and President Correa was awarded \$40 million dollars in damages after the editor called President Correa a "dictator" in an opinion column. The 156-page judgment issued just 33 hours after a new judge was assigned to the case, and forensic examination of the hard drive of that judge indicates that the judgment was copied onto the computer, fully-written, the night before its release as the judge's own. Exs. 1193-95; *see also* Dkt. 355-39 (Exs. 1136-37).

70. Attached hereto as Exhibit 1193 is a certified translation of an article entitled, "A Foreign Expert Analyzed the Clone of the Disk that Juan Paredes Used," dated December 7, 2011 and published in *El Universo*.

71. Attached hereto as Exhibit 1194 is a true and correct copy of Chevron's Combined Brief in Opposition to the Motions to Quash or Modify Subpoenas Submitted by (1)

Steven R. Donziger and (2) the Ecuadorians Plaintiffs, *In re App. of Chevron Corp., et al.*, 10 mc. 00002 (LAK) (S.D.N.Y. Sept. 1, 2010).

72. Attached hereto as Exhibit 1195 is a true and correct copy of The Ecuadorian Plaintiffs' Consolidated Reply Memorandum of Law in Support of Their Motions to Quash or Modify Subpoenas Served Upon Steven R. Donziger, *In re App. of Chevron Corp. et al.*, 10 mc. 00002 (LAK) (S.D.N.Y. Sept. 7, 2010).

Additional Exhibits

73. Attached hereto as Exhibit 1196 is a DVD containing a multimedia presentation of events and documents related to the LAPs' involvement in ghostwriting the Judgment. The narrative voiceover in the presentation is incorporated by reference as if fully set forth herein. During the course of my representation, I have reviewed pleadings, submissions and related documents, hearing transcripts and deposition transcripts from this and related proceedings before United States District Courts and courts in Ecuador; documents produced to Chevron by the LAPs' lawyers and consultants in related Section 1782 proceedings; reports issued by forensic and linguistics experts who have analyzed the documents produced to Chevron in those related Section 1782 proceedings; the feature film *Crude*; unreleased footage from *Crude* produced to Chevron by Joseph Berlinger; media reports and related documents concerning the Lago Agrio Litigation; and government reports on Ecuador's human rights practices. The presentation attached hereto as Exhibit 1196 was created based on a review of these categories of documents, and accurately reflects their contents to the best of my knowledge and understanding.

74. Attached hereto as Exhibit 1197 is a true and correct copy of a Chase bank account statement for the payment period of March 8, 2007 through March 30, 2007, produced by S. Donziger and bearing the Bates numbers DONZ00132976-79.

75. Attached hereto as Exhibit 1198 is a true and correct copy of a Chase bank account statement for the payment period of July 31, 2010 through August 31, 2010, produced by S. Donziger and bearing the Bates numbers DONZ00132896-903.

76. Attached hereto as Exhibit 1199 is a true and correct copy of a Chase bank account statement for the payment period of January 30, 2010 through February 26, 2010, produced by S. Donziger and bearing the Bates numbers DONZ00132910-15.

77. Attached hereto as Exhibit 1200 is a true and correct copy of a retainer agreement dated October 18, 2010 between *Aguinda v. Chevron* “individual plaintiffs,” Frente de Defensa de la Amazonia, Asamblea de Afectados por Texaco, and Motley, Rice LLC, produced by S. Donziger and bearing the Bates numbers WOODS00045379-89.

78. Attached hereto as Exhibit 1201 is a true and correct copy of a press release dated December 12, 2011 issued by Burford entitled “Burford Reports Continued Activity and Entry into UK Market,” available at http://burfordfinance.com/pdf/Burford_12De2011_RNS_FINAL.pdf?ID=362318 (last accessed December 18, 2011).

79. Attached hereto as Exhibit 1202 is a true and correct copy of an article by Roger Parloff entitled “Have You Got a Piece of this Lawsuit?” CNNMoney (June 28, 2011).

80. Attached hereto as Exhibit 1203 is a true and correct copy of a retainer agreement dated October 18, 2010 between *Aguinda v. Chevron* “individual plaintiffs,” Frente de Defensa de la Amazonia, Asamblea de Afectados por Texaco, and Patton, Boggs LLP, produced by S. Donziger and bearing the Bates numbers WOODS00045366-78.

81. Attached hereto as Exhibit 1204 is a true and correct copy of a retainer agreement dated October 18, 2010 between *Aguinda v. Chevron* “individual plaintiffs,” Frente de Defensa

de la Amazonia, Asamblea de Afectados por Texaco, and Emery, Celli, Brinkerhoff & Abady LLP, produced by S. Donziger and bearing the Bates number WOODS00039669-85.

82. Attached hereto as Exhibit 1205 is a true and correct copy of an advisory agreement dated February 24, 2011 between *Aguinda v. Chevron* “individual plaintiffs,” Frente de Defensa de la Amazonia, Asamblea de Afectados por Texaco, and H5, produced by S. Donziger and bearing the Bates numbers WOODS00045076-85.

83. Attached hereto as Exhibit 1206 is a true and correct copy of a client agreement dated January 2, 2006 between the Frente de Defensa de la Amazonia et al. and Kohn, Swift, & Graf LLP and the law offices of Cristobal Bonifaz, and accompanying metadata, produced by S. Donziger and bearing the Bates number DONZ00039809.

84. Attached hereto as Exhibit 1207 are two charts prepared at my direction summarizing the distribution of the fraudulent Ecuadorian judgment among the Defendants and their funders, counsel, and advisors, including distributed interests for Gerald Maples, P.A. (2.00%), Dkt. 355-36 (Ex. 1118); the Ben Barnes Group (.70%) Dkt. 355-36 (Ex. 1117); Downey McGrath Group, Inc. (0.20%), Dkt. 355-36 (Ex. 1119); CSL Strategies and Mark Fabiani LLC (.25%), Dkt. 355-37 (Ex. 1120); Pablo Fajardo (2.00%), Dkt. 355-32 (Ex. 1106); H5 (1.25%), (Ex. 1205); Emery, Celli, Brinkerhoff & Abady LLP (.15%), Dkt. 355-33 (Ex. 1107); Patton Boggs LLP (2.40%), Dkt. 355-33 (Ex. 1107); Motley Rice LLC (3.30%), Dkt. 355-33 (Ex. 1107); Donziger & Associates (6.30%), Dkt. 355-37 (Ex. 1122); Burford Group (5.545%), Dkts. 355-15 & 355-16 (Ex. 1033); Torvia Limited (4.013%), Dkts. 355-15 & 355-16 (Ex. 1033), 355-40 (Ex. 1144), & 355-32 (Ex. 1101); and Other Minority Funders (except Torvia Limited) (.912%), Dkts. 355-34 (Ex. 1112), 355-35 (Ex. 1113), & 355-36 (Exs. 1114, 1115, 1116). The second chart assumes that all parties take from the FDA’s 10% recovery on the

judgment as explicitly provided for in all agreements except in the agreements of “Other Minority Funders.”

85. Attached hereto as Exhibit 1208 is a true and correct copy of a VERMONT LAW REVIEW article entitled “Litigation Funding: Charting a Legal and Ethical Course,” authored by Julia H. McLaughlin and published in Spring 2007.

86. Attached hereto as Exhibit 1210 is a true and correct copy of *G.B. Hurt, Inc. v. Fuller Canneries Co.*, 263 Pa. 238, 106 A. 248 (Pa. Ct. Common Pleas, 1919).

87. Attached hereto as Exhibit 1211 is a true and correct copy of *Pasquinelli v. Southern Macaroni Mfg. Co.*, 272 Pa. 468, 116 A. 372 (Pa. 1922).

88. Attached hereto as Exhibit 1212 is a true and correct copy of *Grayson v. Veeche*, 12 Mart. (o.s.) 688, 1823 WL 1471 (La. 1823).

89. Attached hereto as Exhibit 1213 is a true and correct copy of *Richardson v. Gurney*, 9 La. 285, 1836 WL 807 (La. 1836).

90. Attached hereto as Exhibit 1214 is a true and correct copy of *U.S. Nat. Bank v. Rawson*, 150 Or. 358, 43 P.2d 184 (Or. 1935).

91. Attached hereto as Exhibit 1215 is a true and correct copy of *Haas v. LeFebre*, 176 Wis.2d 510, 502 N.W.2d 617 (Wis. App. 1993).

92. Attached hereto as Exhibit 1216 is a true and correct copy of *Gallun v. Weil*, 116 Wis. 236, 92 N.W. 1091 (Wis. 1903).

93. Attached hereto as Exhibit 1217 is a true and correct copy of *Harriman v. Richardson*, 273 F. 752, 754 (D.C. Cir. 1921).

94. Attached hereto as Exhibit 1218 is a true and correct copy of *Norco Realty Corp. v. Margulies*, 21 Conn. Sup. 357, 358, 154 A.2d 757 (Conn. Super. Ct. 1959).

95. Attached hereto as Exhibit 1219 is a true and correct copy of *Oren Lyman & Co. v. Wood*, 42 Vt. 113 (Vt. 1869).

96. Attached hereto as Exhibit 1220 is a true and correct copy of *U.S. Steel Corp. v. Commercial Contract Corp.*, 168 F. Supp. 375, 379 (D.N.J. 1958).

97. Attached hereto as Exhibit 1221 is a true and correct copy of *La Varre v. Int'l Paper*, 37 F.2d 141, 149 (E.D.S.C. 1929).

98. Attached hereto as Exhibit 1222 is a true and correct copy of *Norton v. Norton*, 3 N.E. 348, 354 (Ohio 1885).

99. Attached hereto as Exhibit 1223 are true and correct copies of excerpts from the transcript of the deposition of Steven Donziger in the matter *In re App. of Chevron*, No. 10 mc. 00002 (LAK) (S.D.N.Y.), taken on December 1, 2010; December 13, 2010; December 22, 2010; December 29, 2010; January 8, 2011; January 29, 2011; January 31, 2011; July 19, 2011.

100. Attached hereto as Exhibit 1224 is a true and correct copy of a Chase bank account statement for the payment period of May 29, 2010 through June 30, 2010, produced by S. Donziger and bearing the Bates numbers DONZ00132922-27.

101. Attached hereto as Exhibit 1225 is a true and correct copy of an email dated May 12, 2010 from S. Donziger to R. DeLeon (at Russ@gibglobal.com) with the subject "Moving forward on case" produced by S. Donziger and bearing the Bates number DONZ00127249.

102. Attached hereto as Exhibit 1226 is a true and correct copy of an email dated January 18, 2010 from S. Donziger to R. DeLeon (at Russ@gibglobal.com) with the subject "next investment" produced by S. Donziger and bearing the Bates number DONZ00126645.

103. Attached hereto as Exhibit 1227 is a true and correct copy of a Funding Agreement between M. Donziger and “Claimants” dated February 16, 2011, produced by S. Donziger and bearing the Bates numbers WOODS00045209-33.

104. Attached hereto as Exhibit 1229 is a CD containing true and correct copies of selected excerpts from the unreleased footage from the movie *Crude*. Pursuant to the orders of this Court and the Second Circuit Court of Appeals, on July 19, 2010, filmmaker Joseph Berlinger began producing to Chevron unreleased footage (“outtakes”) gathered during the filming of the movie *Crude*. The excerpts included in Exhibit 1229 are segments of video excerpted from digitized copies of the tapes produced by Berlinger. The digitized copies were created, pursuant to Berlinger’s request, by a reputable post production house called PostWorks New York, located in New York City.

105. Attached hereto as Exhibit 1230 are true and correct copies of the certified transcriptions and translations of the video files contained in Exhibit 1229.

106. I have reviewed both the video files contained on Exhibit 1229 and the certified transcriptions and translations of these video files contained in Exhibit 1230. During the course of my representation of Chevron, I have developed personal knowledge of the visual identities of, *inter alia*, the following individuals:

- Steven Donziger (counsel for the Lago Agrio Plaintiffs)
- Luis Yanza (coordinator for Lago Agrio Plaintiffs and representative of Amazon Defense Front and Frente de Defensa de la Amazonia)
- Alejandro Ponce Villacis (counsel for the Lago Agrio Plaintiffs)
- Joseph Kohn (counsel for Lago Agrio Plaintiffs)
- Pablo Fajardo (counsel for Lago Agrio Plaintiffs)

- Mitch Anderson (Corporate Campaigns Director for Amazon Watch)
- Donald Moncayo (long-time LAP collaborator)


107. Specifically, I have viewed the movie *Crude* in its entirety. Steven Donziger, Richard Cabrera, and Adolfo Maldonado are identified by name and role in the movie.

108. Attached hereto as Exhibit 1231 is a true and correct copy of an excerpted transcript of the deposition of Adolfo Callejas Ribadeneira, taken September 9, 2011 in New York in the matter of *Chevron Corp. v. Salazar*, No. 11 Civ. 3718 (LAK) (S.D.N.Y.).

109. Attached hereto as Exhibit 1236 are true and correct copies of excerpts from the transcript of the deposition of Blake W. Larkin in *Chevron Corp. v. Salazar*, No. 11-cv-3718 (LAK) (S.D.N.Y.), taken on September 14, 2011, in which Larkin testifies as to the harm Defendants have caused or will cause to Chevron through Defendants' wrongful conduct.

110. Attached hereto as Exhibit 1237 are true and correct copies of excerpts from the transcript of the deposition of William R. Engibous in *Chevron Corp. v. Salazar*, No. 11-cv-3718 (LAK) (S.D.N.Y.), taken on September 14, 2011, in which Engibous testifies as to the harm Defendants have caused or will cause to Chevron through Defendants' wrongful conduct.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 20th day of December, 2011 at New York, New York.



Mary Beth Maloney