

EXHIBIT 24

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
Case No. 11 Civ. 0691 (LAK)

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CHEVRON CORPORATION,

Plaintiff,

- against -

STEVEN DONZIGER, et al.,

Defendants.

-----x

June 27, 2018
4:13 p.m.

DEPOSITION of JOSH RIZACK, held at
the offices of Gibson, Dunn & Crutcher LLP,
located at 200 Park Avenue, New York, New
York 10166, before Anthony Giarro, a
Registered Professional Reporter and a
Notary Public of the State of New York.

A P P E A R A N C E S :

GIBSON, DUNN & CRUTCHER LLP
Attorneys for Plaintiff
200 Park Avenue
New York, New York 10166

BY: ANDREA E. NEUMAN, ESQ.
ALEJANDRO A. HERRERA, ESQ.
ANNE CHAMPION, ESQ.

STERN & KILCULLEN, LLC
Attorneys for Plaintiffs
325 Columbia Turnpike, Suite 110
P.O. Box 992
Florham Park, New Jersey 07932

BY: MICHAEL DINGER, ESQ.
HERBERT STERN, ESQ.
JOEL SILVERSTEIN, ESQ.

STEVEN DONZIGER, ESQ.
Pro Se
245 West 104th Street, Suite 7D
New York, New York 10025

Also Present:

Jonathan Popham, Videographer
Andres Romero, Chevron

S T I P U L A T I O N S

IT IS HEREBY STIPULATED AND AGREED,
by and among counsel for the respective
parties hereto, that the filing, sealing
and certification of the within deposition
shall be and the same are hereby waived;

IT IS FURTHER STIPULATED AND AGREED
that all objections, except as to form of
the question, shall be reserved to the time
of the trial;

IT IS FURTHER STIPULATED AND AGREED
that the within deposition may be signed
before any Notary Public with the same
force and effect as if signed and sworn to
before the Court.

* * *

1
2 THE VIDEOGRAPHER: Good
3 afternoon. We are going on the
4 record at 4:13 p.m. on June 27th,
5 2018. Please note that the
6 microphones are sensitive, and they
7 may pick up whispering, private
8 conversations and cellular
9 interference. Please turn off all
10 cell phones or place them away from
11 the microphones as they can interfere
12 with the deposition audio. Audio and
13 video recording will continue until
14 all parties agree to go off the
15 record.

16 This is Media No. 1 of the
17 video deposition of Josh Rizack,
18 taken by counsel for plaintiff, in
19 the matter of Chevron Corporation
20 versus Steven Donziger, et al. filed
21 in the United States District Court
22 for the Southern District of New
23 York, Case No. 11 Civ. 0691 (LAK).
24 This deposition is being held at
25 Gibson, Dunn & Crutcher, located at

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200 Park Avenue, New York, New York.

My name is Jonathan Popham from Veritext. And I'm the videographer. The court reporter is Anthony Giarro, also from Veritext.

I'm not authorized to administer an oath. I'm not related to any party in this action, nor am I financially interested in the outcome.

Counsel and all present and those attending remotely will now please state their appearances and affiliations for the record.

MS. NEUMAN: Andrea Neuman, Gibson, Dunn, on behalf of Chevron Corporation.

MR. HERRERA: Alejandro Herrera, of Gibson, Dunn, also on behalf of Chevron Corporation.

MR. ROMERO: Andres Romero for Chevron Corporation.

THE VIDEOGRAPHER: Counsel on the phone, please.

1

2

MS. NEUMAN: Can you

3

identify yourself for the record?

4

MR. DONZIGER: Sure. It's

5

Steven Donziger, D-O-N-Z-I-G-E-R, on

6

behalf of myself and my law firm.

7

THE VIDEOGRAPHER: Will the

8

court reporter please swear in the

9

witness.

10

J O S H R I Z A C K, after having

11

first been duly sworn by a Notary Public

12

of the State of New York, was examined

13

and testified as follows:

14

EXAMINATION BY

15

MS. NEUMAN:

16

Q Good afternoon, Mr. Rizack.

17

MS. NEUMAN: I think before

18

we get started, in earnest,

19

Mr. Donziger wanted to make a

20

statement for the record.

21

MR. DONZIGER: Yes. Thank

22

you. Steven Donziger here. I want

23

to state a general objection. And

24

just for context, I don't want to be

25

in a position, particularly from a

JOSH RIZACK

remote location, of regularly interrupting the deposition to state objections. So I'm going to state a couple of general objections that apply to the entirety of the deposition.

Number One is I generally continue to assert the objections to this proceeding and my motion for declaratory relief and to dismiss. And my motion for a protective order on First Amendment grounds cover the entirety of the deposition. The First Amendment motion seeks a protective order, quote, forbidding the disclosure of or any inquiry into matters that would tend to reveal the identity of any funder or other materials supported in the Ecuador litigation and/or the internal operational, organizational, administrative or financial management practices of individuals and organizations who directly or

1 JOSH RIZACK

2 indirectly oppose Chevron Corporation
3 as regards, the Ecuador litigation,
4 or otherwise support the Ecuador
5 litigation and/or Ecuador
6 environmental cause.

7 I generally object to
8 proceeding now with the deposition.
9 Before, I have been given reasons for
10 the denial of my motions for relief
11 by the court and before I can
12 consider appellate review remedies
13 and before I can understand the
14 precise scope of protections still
15 available or deemed denied by the
16 court.

17 It is my view that we are
18 effectually proceeding to this
19 hearing tomorrow on Chevron's motion
20 to hold me in contempt of court
21 without the law being clear in effect
22 by a secret law. And that violates
23 my rights and Mr. Rizack's rights.

24 Finally, I want to deal with
25 the 502(b) order. I take the

1 JOSH RIZACK

2 position that discovery and the
3 testimony of Mr. Rizack today is
4 covered by the 502(b) order
5 stipulated by me and also, I believe,
6 by Ms. Sullivan, among other reasons,
7 Mr. Rizack's production and
8 testimony, I believe, will be mostly
9 redundant after the Sullivan
10 discovery and deposition.

11 So that is the entirety of
12 my general objections. And I'm ready
13 to listen and make specific
14 objections as wanted.

15 MS. NEUMAN: Chevron does
16 not agree with Mr. Donziger's
17 positions or statements or
18 objections. And we'll proceed with
19 the deposition of Mr. Rizack at this
20 time.

21 Q Mr. Rizack, where were you
22 born?

23 A New York.

24 Q What year?

25 A 1966.

1 JOSH RIZACK

2 Q And could you describe
3 briefly for me your educational
4 background?

5 A My last --

6 Q You could start with
7 college. How about that?

8 A I went to New York
9 University, got a degree in economics.

10 Q What year did you graduate
11 NYU?

12 A 1988.

13 Q Have you had any studies
14 after graduating NYU in 1988?

15 A Not at a university, no.

16 Q Any studies relevant to your
17 practice as an accountant?

18 A I'm not an accountant.

19 Q Any studies relevant to your
20 professional practice?

21 A I've attended conferences
22 and, you know, workshops and so forth.

23 Q Any other degrees other than
24 your degree in economics?

25 A No.

1 JOSH RIZACK

2 Q What is -- can you briefly
3 describe for me your professional history
4 since graduating from NYU in 1988?

5 A I briefly worked at UBS as a
6 precious metal trader, and then I worked
7 for Buccino & Associates as a consultant.

8 Q What was the first name?

9 A B-U-C-C-I-N-O & Associates
10 as a financial consultant, doing workouts
11 of troubled companies. And then from
12 there, I was self-employed. And for a
13 short period, I worked for Zolfo Cooper.

14 Q What years were you at UBS?

15 A That would have been 1988, I
16 believe.

17 Q Until or just the one year?

18 A Just the one year.

19 Q And then Buccino?

20 A Buccino was like shortly
21 after that. And I think I was there for
22 like three years.

23 Q So you became self-employed
24 around 1991, 1992?

25 A Yeah, about that.

1 JOSH RIZACK

2 Q When did you create The
3 Rising Group?

4 A I don't recall. It was a
5 while ago, though.

6 Q Is that the name of your own
7 company pursuant to which you're
8 self-employed?

9 A Correct.

10 Q You know what, I forgot.
11 Have you been deposed
12 before?

13 A Yes.

14 Q Do you want me to run back
15 through the rules or do you feel that
16 you're comfortable?

17 A I'm comfortable.

18 Q The only thing I would
19 mention is you would need to let me
20 finish so the court reporter can get it
21 down, even though you are anticipating
22 what I'm going to say; is that fair?

23 A Never anticipate.

24 Q Obviously, if you need a
25 break for any reason, let us know. If

1 JOSH RIZACK

2 you don't understand my question, ask me
3 to clarify.

4 Are you currently
5 self-employed?

6 A Yes.

7 Q And is The Rising Group
8 currently a going concern?

9 A Yes.

10 Q What type of entity is it?

11 A It's a corporation.

12 Q LLC?

13 A It's an S Corporation.

14 Q When did you first meet
15 Mr. Donziger?

16 A I don't recall but a long
17 time ago.

18 Q Can you give me your best
19 estimate? Not a wild guess but an
20 estimate is appropriate.

21 A I don't know if it was 15
22 years ago or 20 years ago. It's a guess.

23 Q Where did you meet?

24 A I don't recall the first
25 time we met. I believe it was at a law

1 JOSH RIZACK

2 firm. I don't recall precisely.

3 Q Can you estimate when you
4 started working for Mr. Donziger?

5 A It was about approximately
6 five years ago; five, six years ago.

7 Q And what were you retained
8 to do?

9 A I was retained to help
10 them -- to help him with -- with putting
11 the records, you know, to help with the
12 payments and expenses and, you know, the
13 case expenses and so forth.

14 Q Anything else you were hired
15 to do?

16 A Those are the main things I
17 did.

18 Q And you mentioned that
19 you're not an accountant?

20 A No.

21 Q You're not trained in GAAP?

22 A No.

23 Q When you would do work for
24 Mr. Donziger in putting these
25 accountings -- well, let me withdraw

1 JOSH RIZACK

2 that.

3 Do you consider what you
4 produced to be accountings?

5 A No. I mean I didn't produce
6 in the formal sense any income statements
7 or balance sheets or formal GAAP
8 accounting. It was more putting together
9 what bills needed to be paid, what was
10 outstanding and putting together the
11 expenses of the case and Steven
12 Donziger's expenses related to the case.

13 Q In doing so -- when you say
14 the case, you mean the Ecuador case?

15 A Correct.

16 Q In doing this work for
17 Mr. Donziger related to the case, did you
18 work with anyone other than Mr. Donziger?

19 A I would say predominantly,
20 the work was with Mr. Donziger. On other
21 occasions, I know there was -- and I
22 don't recall her name and when. But
23 there was a woman that helped put a lot
24 of this data together; you know, I think
25 she was a, you know, temp that would, you

1 JOSH RIZACK

2 know, look at the expenses and put them
3 in Excel and list them in Excel.

4 Q And did she do that work at
5 your office or somewhere else?

6 A No. Somewhere else.

7 Q And she would send it to
8 you?

9 A Yeah. Or Steven Donziger
10 would have it. And I would get it from
11 him.

12 Q Electronically or in hard
13 copy?

14 A No. This was hard copy.

15 Q So hard-copy Excel sheets?

16 A Yeah. It would be excel
17 with the backup of bills, of the
18 invoices.

19 Q In what time frame was this
20 woman involved?

21 A This was when I -- I think
22 it was at the beginning when I started
23 helping them out, working with them.

24 Q Would you estimate it to be
25 in 2012?

1 JOSH RIZACK

2 A You know what --

3 Q I'm just trying to do the
4 math.

5 A I don't really recall the
6 dates, to be honest.

7 Q Other than the temporary
8 woman whose name we don't recall --

9 A Right.

10 Q -- and Mr. Donziger, anybody
11 else you would work with on this matter?

12 A I'm sure there was other
13 people. My main contact was Steven
14 Donziger.

15 Q Anyone else you recall?

16 A I mean there was always
17 people. But that's who -- that's who I
18 dealt with.

19 Q When you say there were
20 always people, were these people who were
21 calling you and asking you for things?

22 A No; you know, he had other
23 people that helped him along the way that
24 assisted him.

25 Q But to the extent you did

1 JOSH RIZACK

2 work in the matter, you took your
3 direction from Mr. Donziger?

4 A Correct.

5 Q Did there come a time when
6 you stopped working for Mr. Donziger?

7 A Yes.

8 Q When was that?

9 A I think -- I think, you
10 know, during and pretty much after the
11 Rico trial, I was still involved. But it
12 was -- it was very little work. It would
13 be -- he would call me and ask for
14 something or, you know, could you put a
15 little Excel sheet together, you know, it
16 was very little.

17 Q Did there come a time when
18 either of you terminated the
19 relationship, the professional
20 relationship?

21 A Right; you know, I don't
22 think it was ever so formal. It just --
23 you know, I just wasn't doing things, you
24 know. They didn't call on me to do
25 things, you know.

1 JOSH RIZACK

2 Q The phone stopped ringing?

3 A He called me when he would
4 need something. And, you know, I had
5 other work also, you know. This was
6 never a full-time job. I always had
7 other work.

8 Q Were you retained pursuant
9 to any kind of written agreement?

10 A No. I don't believe we
11 had -- no. We didn't have -- did we have
12 a -- I honestly don't recall if we had a
13 written agreement.

14 Q Did you hire anybody else to
15 help you in your work on the Ecuador
16 case?

17 A No.

18 Q I believe you mentioned at
19 one point in time prior to your
20 deposition that you have boxes of
21 Mr. Donziger's documents in your offices.
22 Do you recall that?

23 A That's incorrect. I
24 mentioned that I had boxes. But I no
25 longer had those boxes.

1 JOSH RIZACK

2 Q Right. Had.

3 A Had, correct.

4 Q How many boxes did you have?

5 A I don't know. Three to
6 five, I'm guessing. I'm not 100 percent
7 sure.

8 Q And these were boxes of
9 documents that previously belonged to
10 Mr. Donziger that he had brought to you
11 in connection with your work; is that
12 right?

13 A Correct.

14 Q And are these documents --
15 let me withdraw that.

16 Are these boxes of documents
17 that you had been through or that you
18 needed to go through?

19 A I think I've been through
20 most of the documents in those boxes.
21 But there might have been stuff that I
22 still needed to go through.

23 Q And just generally, what
24 type of documents did the boxes contain?

25 A Mostly backup receipts and

1 JOSH RIZACK

2 American Express bills and bank
3 statements and so forth.

4 Q When you were doing work for
5 Mr. Donziger, did you ever get the
6 documents directly from the provider,
7 i.e., either the bank or AMEX or did you
8 always get copies of the documents from
9 Mr. Donziger?

10 A They would be copies from
11 Mr. Donziger, like I did not have direct
12 access --

13 Q -- to his accounts?

14 A Right.

15 Q The three to five boxes that
16 you no longer have --

17 A Right.

18 Q -- where are they?

19 A I don't know. Last I saw
20 them, Katie Sullivan took them.

21 Q She came to your offices and
22 picked them up?

23 A Correct.

24 Q Do you recall roughly when
25 that was?

1 JOSH RIZACK

2 A No.

3 Q Can you estimate for me?

4 A But it was some months
5 before I provided you an e-mail from her.
6 And I would say it was some months, a
7 couple of months before, whatever that
8 date of that e-mail would have been.

9 Q Did you understand
10 Ms. Sullivan to be picking up the
11 documents at Mr. Donziger's direction?

12 A Yes. He was with us. He
13 was there.

14 Q He was there when she picked
15 them up?

16 A Correct.

17 Q Other than Ms. Sullivan
18 coming to your house and getting the
19 boxes of documents and the one e-mail
20 exchange you produced from her or with
21 her, any other contacts with
22 Ms. Sullivan?

23 A Just two e-mails. I think
24 an e-mail -- I sent her an e-mail, and
25 she sent me an e-mail back.

1 JOSH RIZACK

2 Q So you guys weren't on the
3 phone?

4 A No, not that I recall.
5 There could have been a phone call. It
6 wasn't an ongoing --

7 Q It wasn't an ongoing
8 exchange?

9 A Yes.

10 MS. NEUMAN: We're going to
11 mark as Plaintiff's Exhibit 5324, a
12 copy of the -- one of the subpoenas
13 served on Mr. Rizack by Chevron in
14 this matter.

15 (The above-referred-to
16 document was marked as Plaintiff's
17 Exhibit 5324 for identification, as
18 of this date.)

19 Q Mr. Rizack, have you seen
20 this subpoena before?

21 A I believe so.

22 Q This is a subpoena that was
23 served on you by Chevron in this matter
24 to which you responded; correct?

25 A Yes.

1 JOSH RIZACK

2 MS. NEUMAN: Now I'm going
3 to mark as Exhibit 5325, the
4 responses that you served on us
5 initially.

6 (The above-referred-to
7 document was marked as Plaintiff's
8 Exhibit 5325 for identification, as
9 of this date.)

10 MS. NEUMAN: For the record,
11 Plaintiff's Exhibit 5325 bears the
12 Bates numbers Rizack PJD6 through 77.

13 Q Mr. Rizack, can you describe
14 for me the process you undertook to
15 locate the documents you produced?

16 A I looked in my -- well, I
17 don't have files because I turned them
18 over to Katie. And I looked at my
19 computer, what I had.

20 Q So that time -- just to make
21 sure the record's clear, at the time you
22 got the subpoena, you had no hard-copy
23 documents related to your work for
24 Mr. Donziger; is that right?

25 A Correct. I put them all in

1 JOSH RIZACK

2 boxes. And Katie took all of them.

3 Q In terms of electronic
4 media, did you have responsive documents
5 in your e-mail account?

6 A Everything I found relating
7 to the subpoena to the questions in the
8 subpoena, that's what I pulled.

9 Q From e-mails?

10 A E-mails and other documents,
11 other electronic documents.

12 Q And how did you search for
13 documents?

14 A I just searched under the
15 topics that -- that were listed on here.

16 Q Do you have any reason to
17 believe your search was incomplete in any
18 way?

19 A No.

20 Q Did you initially withhold
21 documents from production?

22 A Yes.

23 Q Why did you do that?

24 A Because I gave the client a
25 chance to look at the documents you

1 JOSH RIZACK

2 requested and to see if they had any
3 objections.

4 Q When you say the client, you
5 mean Mr. Donziger?

6 A Correct.

7 Q So you sent him your
8 production?

9 A Correct.

10 Q Did you do that by e-mail?

11 A Correct.

12 Q Have you produced that
13 e-mail?

14 A Excuse me?

15 Q Have you produced that
16 e-mail where you sent it to Mr. Donziger?

17 A No. But all it was was --
18 it was the document -- here's the
19 documents. There wasn't much more to the
20 e-mail.

21 Q Fair enough.

22 And did Mr. Donziger --

23 MR. DONZIGER: Hey, guys.

24 I'm sorry. I was on mute. And I was
25 trying to object to that last

1 JOSH RIZACK

2 question on the grounds -- I object
3 to the last question on the grounds
4 it is protected by attorney-client
5 privilege. E-mails between a
6 consultant and counsel for purposes
7 of a review are not properly subject
8 to being turned over. So I wanted to
9 state that objection for the record.

10 Q Did you get a written
11 response from Mr. Donziger without
12 telling us the substance?

13 A I don't recall if it was
14 written or a phone call.

15 MS. NEUMAN: I'm going to
16 mark as Exhibit 5326, a June 21st,
17 2018 e-mail from Mr. Rizack to
18 Mr. Herrera.

19 (The above-referred-to
20 document was marked as Plaintiff's
21 Exhibit 5326 for identification, as
22 of this date.)

23 Q Is this an e-mail that you
24 wrote, Mr. Rizack, on or about June 21st
25 of this year?

1 JOSH RIZACK

2 A Yes.

3 Q In Exhibit 5326, you state,
4 "Please see the attached documents in
5 response to subpoena. The chart of
6 Donziger expenses was previously
7 provided, but let me know if you need the
8 document again. And I will send it to
9 you. I am withholding four documents at
10 the direction of Mr. Donziger that he
11 asserts attorney-client privilege work
12 product and understand that he will
13 provide a privilege log in regard to
14 those documents." Do you see that, sir?

15 A Mm-hmm.

16 Q You wrote that document?

17 A I did write it, yes.

18 Q Is it a true and accurate
19 statement when you wrote it?

20 A That's what I thought.

21 Q And what caused you to think
22 that you were withholding four documents
23 at the direction of Mr. Donziger?

24 A Because they were -- they
25 were reviewing the documents. And they

1 JOSH RIZACK

2 said that they were going to --

3 Q Who's they?

4 A Object. I mean Mr. Donziger
5 was going to object to the turnover of
6 those documents.

7 Q So Mr. Donziger identified
8 for you four documents he did not want
9 you to turn over?

10 A I sent him the documents I
11 was going to turn over. And they
12 mentioned -- he mentioned that he was
13 going to object to those documents.

14 Q The four documents that
15 Mr. Donziger asked you not to turn over,
16 what did they relate to?

17 A Well, you have copies of
18 them. So they were -- they were charts.
19 I believe they were charts of, you
20 know -- of how much an investment could
21 possibly yield. And additionally, I
22 believe it was some American Express
23 account statements or listings of
24 expenses.

25 Q Any other categories of

1 JOSH RIZACK

2 documents?

3 A I believe that was all. But
4 they were turned over to you. So you
5 have them all now.

6 Q So you're currently not
7 withholding any responsive documents?

8 A You are correct.

9 MS. NEUMAN: I'm going to
10 mark as Plaintiff's Exhibit 5327, a
11 document bearing the Bates numbers
12 Rizack PJD69.

13 (The above-referred-to
14 document was marked as Plaintiff's
15 Exhibit 5327 for identification, as
16 of this date.)

17 Q Can you tell me what this
18 document is, Mr. Rizack?

19 A It's a what if scenario, if
20 somebody invested X amount and got X
21 percentage of the case, how much that
22 would return if there was a successful
23 recovery.

24 Q In?

25 A In the Chevron case.

1 JOSH RIZACK

2 Q And is this one of the
3 documents that was initially withheld at
4 Mr. Donziger's request?

5 A Yes.

6 Q At the top of Exhibit 5327,
7 there's a box that says 5 million
8 investment equals. And then it has
9 columns: Settlement amount shares,
10 return on investment over X.

11 Can you describe the columns
12 for me?

13 MR. DONZIGER: I'm going to
14 state an objection to testimony about
15 the document. It's, in my view,
16 privileged. I stated the general
17 objections at the top of the
18 deposition. I want to restate it
19 here with regard to this specific
20 question.

21 A So a column would -- the
22 first column, settlement amount, is the
23 amount that hypothetically, if there was
24 a settlement and if that amount was
25 settled on and somebody had a share, a

1 JOSH RIZACK

2 percentage share as listed, then their
3 return on an investment in that would
4 yield that number or X times what they
5 invested.

6 Q So this is just a straight
7 10 million times 2.5 percent equals?

8 A Correct.

9 Q Or is that 10 billion?
10 That's billion, I guess.

11 A Yeah, correct.

12 Q Equals 250 million?

13 A Correct.

14 Q Which means you have a 50
15 times return on your investment?

16 A Correct.

17 Q Did you understand why you
18 were being asked to run these scenarios?

19 A Yes.

20 Q Why?

21 A They were, you know --
22 hypothetical, you know, if they found an
23 investor, you know, what kind of returns
24 an investor could possibly yield under
25 various -- various settlement amounts.

1 JOSH RIZACK

2 Q Were you asked to run any of
3 these scenarios like the one in
4 Exhibit 5327 for any particular investor
5 or potential investor?

6 A No.

7 Q Were you asked to run a
8 scenario like this in connection with
9 Mr. Donziger's meeting with Elliot
10 Capital?

11 A I don't believe so. I think
12 these were done before that time.

13 Q Do you recall the last time
14 you ran one of these scenarios?

15 A It's been a while.

16 Q Can you estimate?

17 A I really don't remember the
18 last time.

19 Q In determining these return
20 on investments, was it just math or were
21 you consulting any underlying documents?

22 A No. It was just math, just
23 what ifs. No, I was not consulting -- I
24 mean I was not looking at any other
25 documents.

1 JOSH RIZACK

2 Q Have you ever analyzed the
3 documents related to a structure called
4 Amazonia?

5 A No. I never analyzed those
6 documents.

7 MS. NEUMAN: I'm going to
8 give the witness a document that I'm
9 marking as Exhibit 5328 which bears
10 the Bates number Rizack PJD70.

11 (The above-referred-to
12 document was marked as Plaintiff's
13 Exhibit 5328 for identification, as
14 of this date.)

15 Q Could you tell me what this
16 document is, Mr. Rizack?

17 MR. DONZIGER: Excuse me,
18 Andrea. Could you repeat that
19 exhibit number? I couldn't quite
20 catch that.

21 MS. NEUMAN: The exhibit
22 number is 5328. And the Bates number
23 is Rizack PJD-70.

24 MR. DONZIGER: Thank you.

25 A This document is essentially

1 JOSH RIZACK

2 the same as 5327, just with more
3 scenarios.

4 Q Do you recall the purpose
5 for which you created this document? I
6 mean Exhibit 5328.

7 A From my understanding, it
8 was just to see if -- if -- if an
9 investor put funds in, what kind of
10 returns they could achieve. And it was
11 just something I put together, just
12 laying out a lot of scenarios.

13 Q Can you walk me just through
14 one row? I think the rows are similar.

15 A Yeah. I'm happy to. I'm
16 just going to grab some glasses.

17 Q Sure.

18 A Because --

19 Q It's very tiny.

20 A Yeah.

21 MR. DONZIGER: I'm going to
22 take the opportunity while he's
23 grabbing his glasses to restate my
24 objection, specifically on First
25 Amendment grounds, as this goes to

1 JOSH RIZACK

2 the operational and organizational
3 structure of the Ecuador litigation,
4 legal team and advocacy team.

5 A So this chart is very
6 similar to the 5327. It's amount of
7 investment, a return amount and different
8 settlement scenarios and what percentage
9 that would be.

10 Q So just to go across one
11 row, if you invest \$100,000, if you are
12 seeking a 20 percent return, then you're
13 going to get 2 million which would give
14 you 0.8 percent of 0.25 billion?

15 A If the settlement was
16 0.25 -- if it was a quarter of a billion,
17 then that would equate to 0.8 percent and
18 so forth. So the topline --

19 Q 0.8 what? I'm just trying
20 to make the record clear.

21 A 0.8 percent -- if you put
22 100,000 in and you are seeking a 20 times
23 return, then your return would be
24 2 million. And 2 million divided by a
25 quarter of a billion would be

1 JOSH RIZACK

2 0.8 percent. And 0.5, if it was a half
3 billion, it would be 0.4 percent and so
4 forth.

5 Q So the percentages relate to
6 the amounts in the first column --

7 A -- divided by --

8 Q -- the investment?

9 A Correct. The amount
10 invested, divided by the hypothetical
11 return -- the hypothetical amount of a
12 settlement, of a settlement. And that
13 would give you the percent.

14 Q And did Mr. Donziger ask you
15 to run the scenarios from investments
16 starting at 100,000 and going to
17 10 million or is that a decision you made
18 on your own?

19 A That's a decision I made on
20 my own.

21 Q And in terms of the
22 resolution amounts, the 0.25 billion to
23 10 billion, was that at his direction or
24 a decision you made on your own?

25 A A decision I made on my own.

1 JOSH RIZACK

2 Q Is there any particular
3 reasons you decided to use those amounts?

4 A I was just trying to be
5 broad, trying to give a very broad chart
6 so I wouldn't -- so it wouldn't ask me to
7 do it myself. I just thought it would be
8 helpful if I did a very broad chart.

9 Q And was this one of the four
10 documents you were withholding as
11 potentially privileged?

12 A Correct.

13 Q You said -- how often would
14 you run these scenarios at Mr. Donziger's
15 request?

16 A I guess it was probably, you
17 know, somewhere between two and five
18 times. I just guess.

19 Q In total or over some time
20 frame?

21 A Yeah, over a time frame.

22 MS. NEUMAN: I'm going to
23 hand the witness a document marked as
24 Exhibit 5329 which bears the Bates
25 number Rizack PJD71.

1 JOSH RIZACK

2 (The above-referred-to
3 document was marked as Plaintiff's
4 Exhibit 5329 for identification, as
5 of this date.)

6 Q Is this a document you
7 produced, Mr. Rizack? Sorry if I
8 mispronounced your name in your absence
9 before. So if I do it, feel free to
10 correct me.

11 A Don't worry about it.
12 It seems to me like it's the
13 same printout of 5327. Either you
14 inadvertently printed it out twice, or I
15 inadvertently sent it to you twice.

16 Q They look the same to me
17 too.

18 A They're the same.

19 MS. NEUMAN: I'm going to
20 mark as Plaintiff's Exhibit 5330, a
21 document bearing the Bates number
22 Rizack PJD72.

23 (The above-referred-to
24 document was marked as Plaintiff's
25 Exhibit 5330 for identification, as

1 JOSH RIZACK

2 of this date.)

3 Q Is this a document you
4 produced, Mr. Rizack?

5 A Yes.

6 Q Can you describe it for me,
7 please?

8 A It's essentially the same
9 document as the other two documents. If
10 somebody put a certain amount in and
11 there was a certain settlement amount,
12 what the recovery would be.

13 Q And these are all related to
14 a \$3 million hypothetical investment? Am
15 I reading that correctly?

16 A Yes.

17 Q And then under shares, the
18 percentage changes.

19 Is that referring to shares
20 in the Ecuadorian judgment or something
21 else?

22 A When I use the word shares,
23 that just means if somebody made an
24 investment, what -- what percentage of
25 the case they would recover.

1 JOSH RIZACK

2 Q So if you own 1.5 percent of
3 a \$10 million settlement amount, you get
4 \$150,000?

5 A Correct.

6 Q And then what's the last
7 column convey?

8 A I think that's a multiple of
9 what your return would be based on their
10 own math, based on that recovery. So if
11 you put \$1 million in and it was
12 1 percent and you got 10 million and you
13 put in 300,000, that's roughly 3.33 times
14 return.

15 Q Got it.

16 Was this one of the
17 documents Mr. Donziger asked you to
18 withhold: Exhibit 5330?

19 A I believe so.

20 Q Feel free to finish your
21 answer. Did you want to add something?

22 A Or I was waiting for Judge
23 Kaplan to make a decision on the
24 objection that was filed.

25 MR. DONZIGER: For the

JOSH RIZACK

record, this is Steven Donziger. I want to state for the record that I had requested that Mr. Rizack withhold documents based on attorney-client privilege not to impede discovery.

Q Mr. Rizack, I'm going to give you a document marked as Plaintiff's Exhibit 5331, bearing the Bates number Rizack PJD2.

(The above-referred-to document was marked as Plaintiff's Exhibit 5331 for identification, as of this date.)

Q It appears to be an e-mail exchange between yourself and Katie Sullivan of streamlinefamilyoffice.com, dated February 20th of 2018.

Is this an e-mail exchange that you, in fact, had with Ms. Sullivan, Mr. Rizack?

A Yes.

Q This is dated in February. You mentioned earlier in

1 JOSH RIZACK

2 your testimony that you believe
3 Ms. Sullivan picked up the boxes from
4 your house a couple of months before this
5 e-mail exchange; is that correct?

6 A Yes.

7 Q So does this e-mail refresh
8 your recollection that she picked up
9 those boxes in or about December of 2017?

10 A I don't recall the month. I
11 mean it could have been three months,
12 could have been four months, could have
13 been two months. I don't recall the
14 exact time frame. But she did pick up
15 the boxes.

16 Q Would it be accurate that
17 you're confident that she picked up the
18 boxes before the e-mail exchange in
19 Exhibit 5331?

20 A Yes.

21 Q In this Exhibit 5331, it
22 appears that you're responding to an
23 inquiry from her because you start with,
24 "Sorry for the delay. I've been buried
25 with tax work." Do you see that?

1 JOSH RIZACK

2 A Yes.

3 Q Her inquiry, was that a
4 phone inquiry or is it a different e-mail
5 chain? Where is her initial inquiry?

6 A I believe that when she
7 picked up the boxes, I said that I would
8 search for some Excel files. And I
9 had -- I just said -- I was just buried
10 with work and didn't get back to her with
11 our initial discussion that I told her I
12 would do that. So I had it on my to-do
13 list and finally got to it and sent it to
14 her.

15 Q So this is really just
16 referring back to your in-person
17 conversation when she picked up the
18 boxes?

19 A Correct.

20 Q Then you sent her an Excel
21 file you named Final Steven Account 2007
22 to 2016?

23 A Correct.

24 Q She responded.

25 And have you had any

1 JOSH RIZACK

2 communications with Ms. Sullivan since
3 then?

4 A I don't believe we did. I
5 don't believe we had any more
6 conversation. I mean it's possible but
7 not that I recollect.

8 Q And what is included in
9 final Steven account 2007 to 2016?

10 A I gave you that file. But I
11 think it was a list of -- of expenses
12 incurred in the case by Mr. Donziger.
13 And I believe that -- I believe
14 additionally, it had case expenses on
15 there.

16 MS. NEUMAN: I'm going to
17 show the witness a document, marked
18 as Plaintiff's Exhibit 5332. It
19 bears the Bates numbers J Rizack 18
20 to 19.

21 (The above-referred-to
22 document was marked as Plaintiff's
23 Exhibit 5332 for identification, as
24 of this date.)

25 Q This is a document you

1 JOSH RIZACK

2 produced previously, Mr. Rizack?

3 A I believe so.

4 Q This document says at the
5 top "Historic Payments." And then it has
6 a dollar sign. And then it has two
7 columns: Selva Viva CIA Limited on the
8 left and Steven Donziger on the right.
9 Do you see that?

10 A I do.

11 Q Can you describe for me how
12 this document was created and what it
13 represents?

14 A You know, I really --
15 MR. DONZIGER: I'm sorry. I
16 was on mute. And I tried to object.
17 So I'm going to object to the
18 question on the same grounds as
19 before: First Amendment protective
20 order motion.

21 A You know, I don't -- I don't
22 recall the exact. But I think this was
23 just part of just incoming and outgoing
24 flows of funds. But I don't -- I don't
25 recall specifically what -- what these

1 JOSH RIZACK

2 exact payments for.

3 Q In the Steven Donziger
4 column, you show payments totaling
5 \$4,834,486.18 between July 3rd of 2007
6 and January 3rd of 2013. Do you see
7 that?

8 A I do. But to take this
9 document on its own is incorrect because
10 there's probably another document that
11 goes with this because what -- funds
12 would come in to his accounts. And
13 pretty much within days, those funds
14 would flow out to pay attorneys and case
15 expenses and so forth, so that this
16 probably goes with another -- there's
17 probably another document that would show
18 the details of where those funds would
19 go.

20 Q Well, let's take it one
21 document at a time.

22 This document, which is
23 showing what you call historic payments,
24 where did you get these amounts? Did you
25 get them from bank statements or

1 JOSH RIZACK

2 somewhere else?

3 A Yeah. Everything -- all
4 the -- all the incoming and outgoing
5 funds were all from bank statements that
6 were either wires or checks or --
7 predominantly wires and checks written.
8 But most of the large payments were
9 wires.

10 Q And were you going off, just
11 to understand your process, the physical
12 checks and wires or the bank statements?

13 A In all likelihood, the bank
14 statements.

15 Q So in creating Exhibit 5333,
16 you would have reviewed Mr. Donziger's
17 bank statements for this time frame?

18 A Are you referring to 5332?
19 You just said 5333.

20 Q What's the real number on
21 that?

22 A Would you like to see it
23 (handing)?

24 Q Sorry.

25 A The 5332 is the next one in

1 JOSH RIZACK

2 order. In order, the documents you've
3 given me, 5332 is the next one.

4 Q So 5332 is titled Historic
5 Payments.

6 In creating the information
7 in the right-hand column, you would have
8 reviewed Mr. Donziger's bank statements
9 and noted the deposit amounts that you
10 understood to be Ecuadorian case-related
11 and put them in the right-hand column?

12 A Correct.

13 Q In creating the left-hand
14 column, what would you have reviewed?

15 A Again, bank statements.

16 Q For what account?

17 A For his -- for his accounts,
18 it would -- they would have been either
19 incoming or outgoing wires. From this
20 document, I don't recall. This is
21 probably incoming without the outgoing.

22 Q Did you have statements from
23 a bank account held in the name of Selva
24 Viva CIA Limited?

25 A No.

1 JOSH RIZACK

2 Q Do you recall why these --
3 what bank account would correspond to the
4 left-hand column?

5 A No. This would have been --
6 there would have been statements that
7 would go with this.

8 Q But you wouldn't recall off
9 the top of your head the account number,
10 the bank?

11 A No. It's only one bank
12 account. I can remember that. That's
13 mine from a long time ago.

14 MS. NEUMAN: I'm going to
15 mark as Plaintiff's Exhibit 5334, a
16 document bearing the Bates number J
17 Rizack 28.

18 (The above-referred-to
19 document was marked as Plaintiff's
20 Exhibit 5334 for identification, as
21 of this date.)

22 Q Do you recognize this
23 document, Mr. Rizack?

24 A Yes.

25 Q Can you tell me what it is?

1 JOSH RIZACK

2 A So this would be funds that
3 were put into Steven Donziger's attorney
4 escrow account. And then this has
5 expenses relating to the case, you know,
6 travel expenses, you know, hotels, meals,
7 printing, et cetera, shipping,
8 professional services. And then it goes
9 down. There was, you know, professional
10 fees, bank fees, attorney expenses,
11 payroll fees and taxes. I guess there's
12 a -- there's a loan that was made to the
13 case. And then there was fees from
14 Donziger working on the case. And then
15 at the end, it's -- you have a negative
16 \$1,482,772.3 which was based on those
17 numbers on what was owed to Mr. Donziger.

18 Q So starting at the top of
19 Exhibit 5334, you have two -- under
20 income, it says personal account, and
21 then the next line says attorney escrow's
22 account. Do you see that?

23 A Correct.

24 Q Is there a particular bank
25 account that the attorney escrow's

1 JOSH RIZACK

2 account reference refers to? Was it a
3 singular bank account?

4 A It was a singular bank
5 account, yes.

6 Q Do you recall what bank it
7 was at?

8 A I believe at that time, it
9 was a Chase Bank account.

10 Q And do you know -- I don't
11 suppose you know the number?

12 A No, I don't.

13 MR. DONZIGER: Andrea?

14 MS. NEUMAN: Yes.

15 MR. DONZIGER: I just want
16 to state an objection to this line of
17 questioning. This is prior, I
18 believe -- it encompasses accounts or
19 information that reflects activity
20 prior to the issuance of the RICO
21 judgment. I don't have the exhibit
22 in front of me. But just based on
23 what I'm hearing, it's prior to the
24 issuance of the RICO judgment.

25 So I'm going to object on

1 JOSH RIZACK

2 the grounds it's beyond the scope of
3 the issues that Judge Kaplan has
4 authorized to be dealt with at the
5 hearing tomorrow which are the Elliot
6 meeting my presence financial
7 condition and payments made to me as
8 to the RICO judgment. And can
9 someone -- even though I'm in a
10 remote location, I apologize. Can
11 someone just verify that this
12 document that you're referencing or
13 this exhibit concerns activity
14 engaged in prior to the issuance of
15 the RICO judgment in March of 2014?

16 MS. NEUMAN: These are
17 documents produced by Mr. Rizack
18 during the RICO case, relating to
19 your finances which we don't view as
20 having the same limit as you do as
21 you know from your deposition. And
22 so the columns go from 2007 to 2011.

23 MR. DONZIGER: It just seems
24 very far afield. And I will restate
25 my objection that I don't think it's

1 JOSH RIZACK

2 proper to get into this area, given
3 that it was so many years ago. And
4 the question for the hearing is
5 whether I'm in violation of the RICO
6 judgment which didn't even exist at
7 the time that the activity of the
8 summary reflects happened.

9 So I object on those grounds
10 and also the First Amendment grounds
11 because it really gets into our
12 organizational structure. So I'll
13 just leave it at that.

14 Q Mr. Rizack, looking at
15 Exhibit 5334, the amounts you have for
16 expenses -- air transportation, taxi,
17 train, car rental -- how would you verify
18 those amounts?

19 A So those were very detailed
20 printouts of either receipts or the
21 receipt from an American Express
22 statement. And there were -- somebody
23 prior to me had put this together month
24 by month with backup of all the expenses.

25 Q And did you re-review the

1 JOSH RIZACK

2 backup or you took the other person's
3 work?

4 A I reviewed it to see if it
5 was accurate and that it was -- that it
6 added up.

7 Q And when you were looking
8 at, say, for example, the receipts for
9 the \$93,000 plus in airfare in 2011 --

10 A Yes.

11 Q -- how would you know it was
12 case-related or is that something
13 Mr. Donziger just represented to you?

14 A That was represented that it
15 was case -- you know, case-related and
16 who -- who traveled and when.

17 Q And as to all the expenses
18 in your various -- what should we call
19 them since they're not accountings?
20 Financial summaries?

21 A Expense reports or reporting
22 of expenses.

23 Q In the various expense
24 reports that you've produced, both
25 previously and more recently, is it

1 JOSH RIZACK

2 accurate that you made no independent
3 determination that any expense was
4 actually related to the case?

5 A No. I would say that's not
6 true. I constantly would ask Steven, you
7 know, what this was for, where do you go,
8 if it wasn't marked on the expense or,
9 you know, who was this for, you know. I
10 see -- you know, typically on American
11 Express bill when you charge a ticket, it
12 says, you know, the name of who the
13 ticket was issued to and where it was
14 for, you know, where it was to, the
15 ticket.

16 So I would constantly ask
17 him, you know, where, you know, I see you
18 went, where this person went, who was
19 this. I would make inquiries to what the
20 expense was for.

21 Q And would you reject
22 expenses that Mr. Donziger indicated were
23 case-related?

24 A Yes. Well, you know --

25 MR. DONZIGER: I'm going to

1 JOSH RIZACK

2 object again. This is so beyond the
3 scope. I mean we're supposed to be
4 dealing with the issues that are
5 going to be dealt with tomorrow. It
6 has no connection to my present
7 finances. Mr. Rizack gave me the
8 courtesy of coming in on the 11th
9 hour prior to the hearing tomorrow.
10 I have a ton of stuff to do to
11 prepare for tomorrow. I don't know
12 why you don't stick to the topics
13 that are up for discussion or
14 evidence tomorrow. So anyway, I'll
15 leave it at that. Go ahead.

16 Q Were you finished with your
17 answer, Mr. Rizack?

18 A Can you restate? I believe
19 what you asked, if I ever questioned or
20 objected to any of the expenses? And I
21 would say, yes, I would sometimes say,
22 you know, what was this amount for and
23 was this -- you know, was this truly a
24 case expense. And, you know, we would
25 discuss and say yes or no. But I mean

1 JOSH RIZACK

2 they were -- they were never large
3 amounts.

4 Q So would you say -- this is
5 an example -- for the \$30,577 in meals in
6 2011, you were able to verify all those
7 meals were case-related?

8 A Yeah. We would go over them
9 and, you know, who was at the meeting and
10 what it was for. And, you know, we went
11 through -- I mean he marked them because
12 I would not know what those expenses
13 would be for. So I'd have to ask him if
14 they were marked.

15 Q And your verification
16 process consisted of discussing these
17 issues with Mr. Donziger?

18 A Yes; you know, he would
19 often, you know, take people out in
20 regard to the case. There was often
21 people working with him and, you know,
22 during the day, you know, there would be
23 a meal involved, you know, it was
24 appropriate to, you know, feed the people
25 who were working there.

1 JOSH RIZACK

2 Q And did you ever reject
3 expenses because they were too, for
4 example, extravagant, like it was a
5 \$1,000 night hotel instead of \$200 or as
6 long as it was case-related, you included
7 it?

8 A I don't recall ever seeing
9 extravagant hotel expenses for \$1,000 a
10 night.

11 Q Regardless of whether you
12 saw my particular example, did you
13 regulate in any way the amounts spent per
14 person on a hotel room or a meal or a
15 flight or were you just verifying with
16 Mr. Donziger that it was a case-related
17 expense?

18 A I was verifying that it was
19 an appropriate case expense, yes.

20 Q When you say appropriate,
21 you just mean related to the case?

22 A Well, why don't you define
23 appropriate. And then I can answer the
24 question.

25 Q Well, were you using any

1 JOSH RIZACK

2 standards? And if so, can you describe
3 them for me in determining whether an
4 expense was appropriate or not other than
5 discussing with Mr. Donziger that it was
6 case-related?

7 A You know, anything -- you
8 know, I've been traveling my whole life
9 extensively, you know, if anything stood
10 out as, you know, wasn't standard or
11 wasn't, you know, that I thought, you
12 know, looked inappropriate, I would ask
13 him about it. And it was rare.

14 I mean, you know, once in a
15 while, there would be something on there
16 like a small expense, and I'm like, you
17 know, I'm not sure this is case-related.
18 And we'd say yes or no. And sometimes it
19 was no. But it was a rarity. It wasn't
20 very often that that was the case.

21 Q And what were you using as a
22 standard meal cost?

23 A I don't know that we had
24 like a standard meal cost. But, you
25 know, this is New York City. And it's an

1 JOSH RIZACK

2 expensive city, you know. I don't know
3 what you're asking.

4 Q So on Exhibit 334, there's a
5 miscellaneous column. What does that
6 include?

7 A The 8,911 in 2010 and the
8 12,878 in 2011. Miscellaneous could be,
9 you know, something we didn't have one of
10 these categories for. But it could be an
11 expense for -- I don't know -- storage,
12 messenger service, you know, needed a
13 piece of equipment, you know, a printer,
14 did we have office supplies. It could be
15 office supplies if that's not a category.

16 Q That's a category.

17 A So anything that wasn't a
18 category on here that was related to the
19 case. But in the scheme of things, it's
20 not a very big number.

21 Q So under personal account
22 expenses, it says professional fees.

23 Whose fees are those? Are
24 those Mr. Donziger's fees or somebody
25 else's fees?

1 JOSH RIZACK

2 A Which line? I'm sorry.

3 Q Under the heading Personal
4 Account Expenses Professional Fees.

5 A Professional fees would have
6 been fees paid to professionals other
7 than attorneys.

8 Q And then under attorney
9 escrow account expenses professional
10 fees.

11 A Those would be fees to
12 attorneys.

13 Q Including or excluding
14 Mr. Donziger?

15 A Excluding Mr. Donziger.

16 Q At the bottom, you show
17 Donziger & Associate fees monthly fee.
18 Do you see that?

19 A Correct.

20 Q And in 2007, you have 25,
21 and then you go to 30 and then you go to
22 35. Do you see that?

23 A Yes.

24 Q You have a retainer
25 agreement that backs up this monthly fee?

1 JOSH RIZACK

2 A I don't recall.

3 Q Why did it change between
4 '07 and '08?

5 A We probably had a
6 discussion. But I don't recall exactly
7 why it changed. But we were trying to --
8 you know, Steven was -- what we were
9 doing was -- always running a deficit.
10 He had put more money into the case than
11 he had received.

12 Q And what do you base that
13 on?

14 A On bank records.

15 Q So you showed deposits going
16 from his accounts to where?

17 A We showed expenses that he
18 paid and that, you know -- that he was
19 always behind in being reimbursed for his
20 expenses. And, you know -- and I know
21 that money would come out of his accounts
22 to cover case expenses when there was --
23 when there was no money coming in.

24 Q Focusing again on the
25 monthly fee amount, did you ever have any

1 JOSH RIZACK

2 backup for this retainer, like any
3 written agreement of an entitlement to a
4 retainer?

5 A I don't recall if there was
6 written or not.

7 Q So in terms of the retainer
8 monthly fee amount, is it accurate that
9 you would put in whatever amount
10 Mr. Donziger indicated?

11 A You know, I honestly don't
12 recall. But I'm sure there was a
13 discussion. But I don't recall exactly
14 how that was put in.

15 Q If you had had a backup
16 agreement, would you have produced it?

17 A If I had --

18 Q -- a backup agreement
19 related to his entitlement to a retainer
20 fee.

21 A I don't recall if there was
22 one in those files I turned over or not.

23 MS. NEUMAN: I'm going to
24 give the witness a document that's
25 been marked as Plaintiff's Exhibit

1 JOSH RIZACK

2 5335.

3 (The above-referred-to
4 document was marked as Plaintiff's
5 Exhibit 5335 for identification, as
6 of this date.)

7 MS. NEUMAN: Bearing the
8 Bates number J Rizack 37.

9 Q Is this a document you
10 created Mr. Rizack?

11 A Yes.

12 Q Can you describe for the
13 record what the document is?

14 A Yes. It is -- we took
15 various buckets of expenses.

16 Q Who is we?

17 A I took various buckets of
18 expenses based on bank records. And we
19 took the amounts of outgoing wires and
20 checks and put it into various categories
21 to show where the funds were going.

22 Q And who was this prepared
23 for?

24 MR. DONZIGER: I'm going to
25 object to this question on the

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JOSH RIZACK

grounds of privilege, attorney-client
privilege. I'm somewhat handicapped.
Is this a pie chart? I don't see it.

THE WITNESS: Yes.

MS. NEUMAN: There's a pie
chart on the exhibit, yes.

MR. DONZIGER: Okay. So I'm
objecting on the grounds that this is
subject to various privileges,
attorney-client work product.
Andrea, I assume you're going to just
respect my objection. You're going
to keep going?

MS. NEUMAN: I don't know
what you mean. Are you instructing
the witness not to answer?

MR. DONZIGER: No, I'm not.
I'm just making the objection. I
think he can describe what it says.
I don't want him to answer if you're
going to get into what it means in
terms of strategy, this, that and the
other thing. I don't know where
you're going with it. Keep going.

1 JOSH RIZACK

2 Q Mr. Rizack, without giving
3 me names, did you provide your expense
4 statements to anyone other than
5 Mr. Donziger?

6 A I provided this to
7 Mr. Donziger. I believe -- I don't
8 recall who else. I mean this was a while
9 ago. This is years ago. So I don't
10 recall if we presented this to other
11 people or I presented it to Mr. Donziger.
12 And he presented it. I just don't
13 remember. I remember putting the
14 document together, though.

15 Q Were you putting this
16 document together for some particular
17 purpose?

18 A I think we were just
19 looking. I don't know if somebody had
20 requested. I don't recall, honestly.
21 But I'm sure either he wanted to know or
22 other people wanted to know where the
23 funds had gone, into what categories.

24 Q So on Exhibit 5335, the
25 first category is miscellaneous for

1 JOSH RIZACK

2 1.1 million plus.

3 A Correct.

4 Q Is that the same
5 miscellaneous you previously described?

6 A I mean I'm sure there's --
7 all these buckets had detailed --
8 detailed -- you know, detailed either
9 bank statements receipts or so forth.
10 Most of the expenses that were paid were
11 paid through checks and wires. So it was
12 not hard to go back to the bank
13 statements to get most of these expenses.

14 Q So there's a backup schedule
15 for the miscellaneous?

16 A There, I'm sure, is a file
17 with -- with the backup for that, yes.

18 Q And you would have produced
19 that?

20 A Yes. It would have been --
21 you know, it would have been in all those
22 boxes.

23 Q You have on here over
24 1.5 million for Ecuador Legal. Do you
25 see that?

1 JOSH RIZACK

2 A Correct.

3 Q Do you recall how you
4 determined if something was being paid
5 for Ecuador Legal?

6 A It would have been a wire --
7 it would have been a wire sent to a law
8 firm.

9 Q In Ecuador?

10 A Correct.

11 Q And would you know -- would
12 the law firm then account for how they
13 spent the 1.5 million or that's where
14 your inquiry ended?

15 A No. The expenses were the
16 legal fees. And expenses and so forth
17 were always backed by receipts.

18 Q So you had invoices from
19 Ecuador law firms for over 1.5 million?

20 A I believe so. When we would
21 send out wires, we had receipt -- we had
22 invoices.

23 MR. DONZIGER: Is there a
24 question pending?

25 MS. NEUMAN: No. There was

1 JOSH RIZACK

2 not a question pending.

3 MR. DONZIGER: I would ask
4 that the witness not speak unless
5 it's in response to a question. Do
6 you guys have any desire to take a
7 short break? I'm just curious.
8 We've been, I guess, a little over an
9 hour.

10 MS. NEUMAN: Sure. Do you
11 want to go off the record for ten
12 minutes?

13 MR. DONZIGER: Yes. That
14 would be great. And just call me
15 back when you guys reconvene. Thanks
16 a lot.

17 THE VIDEOGRAPHER: We're
18 going off the record at 5:28 p.m.
19 This marks the end of Media 1.

20 (A short recess was taken.)

21 THE VIDEOGRAPHER: We're
22 back on the record at 5:39 p.m. This
23 marks the beginning of Media 2, if we
24 could just have folks introduce
25 themselves for the record.

1 JOSH RIZACK

2 MS. CHAMPION: Anne
3 Champion, from Gibson, Dunn, for
4 Chevron Corporation.

5 MR. DINGER: Michael Dinger,
6 from Stern & Kilcullen, for Chevron
7 Corporation.

8 MR. DONZIGER: I'm just sort
9 of objecting to the line of
10 questioning for the last several
11 minutes prior to the break where you
12 were questioning Mr. Rizack about
13 events well before the -- even the
14 commencement of the RICO trial and
15 very well before the RICO judgment
16 which was issued in March of 2014.

17 Mr. Rizack, I'm going to
18 state for the record, was not
19 involved in the Elliot Management
20 meeting, either setting up that
21 meeting and the meeting itself and
22 any follow-up contact. He is not
23 familiar with -- and I think he would
24 verify this -- with my present
25 financial condition. And I think

JOSH RIZACK

that given that we have a hearing tomorrow on some pretty discreet issues related to your allegation that I'm in contempt of the RICO judgment, I think these questions are really well beyond the scope of what would be considered a proper scope. It just seems inappropriate.

And I don't know what -- I mean obviously you don't have to answer this. But I don't know what, Andrea, your sense is how long this deposition is going to last because we're on the eve of a hearing in the morning. And I'm pro se. And I need to prepare.

So I want to state that as an objection and ask if you'd be willing to answer what your sense is how long you think the deposition will take, absent my interventions. Like on your end, how much longer you think you're going to need?

MS. NEUMAN: I'm not sure.

1 JOSH RIZACK

2 Why don't we get back to it and see
3 how quickly we can move things along.

4 MR. DONZIGER: Okay.

5 MS. NEUMAN: Are we good to
6 go now?

7 MR. DONZIGER: Yes. Good to
8 go.

9 Q Mr. Rizack, I didn't ask you
10 earlier.

11 How were you compensated for
12 your work with Mr. Donziger?

13 A It was an hourly rate.

14 Q What was your hourly rate?

15 A Honestly, I don't recall.

16 Q Did you keep time sheets?

17 A I kept -- yes, I did. Did I
18 keep time sheets? Hold on. I don't
19 recall. I would have to look.

20 Q You don't recall, one way or
21 the other?

22 A No, I don't.

23 Q Did you ever have any sort
24 of contingent interest in the Ecuador
25 judgment?

1 JOSH RIZACK

2 A Restate the question.

3 Q Did you ever have or do you
4 have a contingent interest in the Ecuador
5 judgment?

6 A Yes.

7 Q Could you describe that
8 interest for me, please, sir?

9 A I believe it's either an
10 eighth or a quarter percent of
11 recoveries.

12 Q But you don't know which:
13 An eighth or a quarter?

14 A No. I would have to check.

15 Q Do you have a document?

16 A Yes.

17 Q Did you produce that
18 document?

19 A I don't believe so.

20 MR. DONZIGER: I'm going to
21 object to the production of that,
22 which we'll deal with later,
23 obviously, because he doesn't have
24 it. But getting into issues of who,
25 you know, owns what other than like a

JOSH RIZACK

general structure, in my mind, would violate the associational rights of the folks working on this Ecuador environmental litigation and advocacy effort.

Q When did you obtain the interest and the judgment you just described?

A It was -- it was -- you know, it was promised, you know, throughout the case when it was actually memorialized. I don't remember the exact date. I would have to look in the file.

Q Can you give me an estimate?

A I don't recall.

Q Was it before or after the RICO judgment was issued?

A It was discussed before. But I think it was memorialized after.

Q And did your percentage come out of Mr. Donziger's percentage or from some other source?

A I believe from some other source.

1 JOSH RIZACK

2 Q And the agreement you
3 signed, was it with anybody other than
4 Mr. Donziger?

5 A Yes.

6 Q And who was it with?

7 A It was the -- I don't
8 recall. But I believe it was -- it's on
9 the agreement. The official -- I don't
10 remember the official group in Ecuador.
11 But they were on that.

12 Q And did you meet with them
13 in negotiating this agreement?

14 A I had been with -- I had met
15 with several people. And I believe it
16 was agreed upon, presented on numerous
17 occasion to numerous people.

18 Q Can you tell me the names of
19 any of these people?

20 A I don't recall offhand.

21 Q But you do have this
22 agreement?

23 A Yes.

24 Q What were you giving in
25 exchange for your either 1/8th or 1

1 JOSH RIZACK

2 quarter percent interest in the
3 recoveries under the Ecuador judgment?

4 A For work that I had done
5 putting things together or the work
6 product that you've seen here, some of
7 this work product.

8 Q Anything other than your
9 services?

10 A I don't understand the
11 question.

12 Q In exchange for your
13 interest in the Ecuador judgment --

14 A Right.

15 Q -- did you give the
16 official Ecuador group anything other
17 than your services? Did you give them
18 any money?

19 A No.

20 Q Did you provide anything of
21 value to them other than the financial
22 statements, services you had provided to
23 Mr. Donziger?

24 A Yeah. I gave them work
25 product of, you know, where money went,

1 JOSH RIZACK

2 expenses. And I had done other work in
3 addition to this.

4 Q In addition to the
5 case-related financial work?

6 A No. All related to the
7 case.

8 Q And you did work other than
9 financial work; is that what you're
10 saying?

11 A No. It was all
12 financial-related.

13 Q And it all relates to the
14 documents you produced?

15 A Correct.

16 MS. NEUMAN: I just want to
17 give the witness what's been marked
18 as Plaintiff's Exhibit 5336. J
19 Rizack 52 is the Bates number.

20 (The above-referred-to
21 document was marked as Plaintiff's
22 Exhibit 5336 for identification, as
23 of this date.)

24 Q Before we go to
25 Exhibit 5336, Mr. Rizack, have you

1 JOSH RIZACK

2 received any moneys under your agreement
3 that provided you with a percentage
4 interest in the Ecuador judgment?

5 A Restate the question.

6 Q Have you received any money
7 under your agreement that provided you
8 with a percentage interest in the Ecuador
9 judgment?

10 A We answered that already,
11 didn't we not?

12 Q I don't think so. Well, not
13 did you give them money. Have they given
14 you any money?

15 A Have I been paid any money
16 throughout the time period?

17 Q No.

18 Have you been paid any money
19 under the agreement pursuant to which you
20 got a percentage interest in the
21 judgment?

22 A I don't understand the
23 question.

24 MR. DONZIGER: Objection;
25 lack of foundation; right? There's

JOSH RIZACK

no testimony or evidence that that agreement provides anything other than a contingency to Mr. Rizack, not money, if that's what you mean by the question, if you mean cash or some other money payment. There's no foundation for that question.

Q Mr. Rizack, you testified that you signed an agreement that gives you a percentage interest in the Ecuador judgment; correct?

A Correct.

Q Has anyone paid to you any moneys under that agreement, saying here's payment on your percentage or part of your percentage?

A So you're asking, have I been paid based on the percentage that I've given -- that I was given in the case, did I get paid -- I mean that -- I don't understand the question.

Q Well, let me ask a different question.

Have you been paid any

1 JOSH RIZACK

2 moneys in connection with the work you do
3 on the Ecuador case since you signed the
4 percentage agreement?

5 A I don't believe so. I'm not
6 sure. But I don't believe so. I would
7 have to check my records.

8 Q And when you were paid, what
9 was your understanding of the origin of
10 the funds that you were paid with?

11 A They were -- the origins of
12 the fund had been from investors.

13 Q Now, returning to
14 Exhibit 5336 --

15 A Okay.

16 Q -- do you have that one?

17 A Mm-hmm, yes.

18 Q The Bates No. 52.

19 A Mm-hmm.

20 Q There's a column that says
21 payment March 19th, 2012. Do you see
22 that? The gray column.

23 A Yes.

24 MR. DONZIGER: I'm going to
25 object because this is part of the

1 JOSH RIZACK

2 RICO judgment. And, Mr. Rizack --
3 I'm going to tell Mr. Rizack that he,
4 as I understand Judge Kaplan's
5 orders, does not have to answer
6 questions related to any of this
7 stuff if it's prior to the RICO
8 judgment which came down on
9 March 4th, 2014.

10 Q The amounts in the column,
11 entitled Payment, March 19th, 2012, are
12 those payments that were made on that day
13 or were due on that day or something
14 else?

15 MR. DONZIGER: Objection for
16 reasons just stated in my prior
17 objection.

18 A There's notes on the side
19 that you can see in the comments. So
20 they were either paid or needed or needed
21 information or needed wire info. There's
22 comments. So, no, not all of those would
23 have been paid on that date.

24 Q In the comments, it says SD
25 call and workout deal. What does that

1 JOSH RIZACK

2 refer to?

3 A Which?

4 Q Up here (indicating). You
5 see right here (indicating)?

6 A Yes. Those are bounces due
7 and that we were trying to -- that we
8 were probably trying to, you know, work
9 out either a payment deal or a -- get the
10 bill reduced.

11 Q In the agreement where you
12 got a percentage interest in the
13 judgment, did anybody else get a
14 percentage interest in the judgment in
15 the same agreement?

16 A No.

17 MR. DONZIGER: Andrea, just
18 a quick question, I apologize. Can
19 you give a general estimate of how
20 long you think you expect to go with
21 Mr. Rizack tonight? I'm asking that
22 for various purposes, including I've
23 got to plan my own time. So I just
24 wanted to know. I'm not trying to
25 cut you off. I'm just trying to

1 JOSH RIZACK

2 plan. So do you have a sense of how
3 long you think you'll need?

4 MS. NEUMAN: I'm hopeful
5 that we can get through this in an
6 hour, hour and 20.

7 MR. DONZIGER: Okay. That's
8 good. Keep going. Thank you.

9 MS. NEUMAN: Sure.

10 Q Mr. Rizack, I'm going to
11 give you a document that I'm marking as
12 Plaintiff's Exhibit 5337. You produced
13 it electronically. So it printed without
14 Bates numbers.

15 (The above-referred-to
16 document was marked as Plaintiff's
17 Exhibit 5337 for identification, as
18 of this date.)

19 Q Is this a document that you
20 produced?

21 A Yes.

22 Q If you go to the third page
23 of this exhibit --

24 A Yes.

25 Q -- do you see there's an

1 JOSH RIZACK

2 entry three down from the top: Amazonia
3 Recovery Limited?

4 A Yes.

5 Q It says credit of 45,000.

6 Does that mean you received
7 money from Amazonia Recovery Limited?

8 A Yeah. If it's in the
9 credit -- you know, I don't recall the
10 exact transaction. But that's what it
11 would indicate.

12 Q And the same of the -- so
13 the 150, the 45, the 52 and the credit
14 column were all incoming moneys?

15 A You know, I don't recall.
16 And, you know -- you know, I don't
17 recall.

18 Q Do you know what bank
19 statements these credits would be sourced
20 to from looking at this document?

21 A Well, it says at the top TD
22 Bank Debit Card Purchases. Okay. So
23 page 3.

24 Q That didn't really narrow it
25 down.

1 JOSH RIZACK

2 A Yeah. It says wires. So
3 these -- these were all wires that you're
4 referring to. And I don't see which bank
5 account it refers to.

6 Q And how do you know they're
7 wires?

8 A There would have been backup
9 to this that would have had the bank
10 statements. And on the bank statements,
11 it would show wires.

12 Q So where it says check
13 number, is that actually a wire number?
14 That's what I'm finding confusing.

15 A No. Checks are actual
16 checks written.

17 Q So if there's a check
18 number, these were checks?

19 A They were, right, correct.

20 Q So these would have been
21 checks rather than wires?

22 A Correct.

23 MR. DONZIGER: Can I just
24 interrupt for a quick second? Can
25 you just indicate what the date of

1 JOSH RIZACK

2 the document, Exhibit 5337, is?

3 MS. NEUMAN: It doesn't have
4 a particular date on it. It has
5 entries. It's not in chronological
6 order. So I can't be completely
7 accurate. But it has entries from
8 2013 through 2016.

9 MR. DONZIGER: Okay. Object
10 to the extent it covers stuff prior
11 to the RICO judgment and doesn't
12 relate to my present financial
13 condition. Go ahead.

14 MS. NEUMAN: I'm going to
15 mark as Plaintiff's Exhibit 5338
16 another document, produced by
17 Mr. Rizack, as part of the final
18 Steven Account Worksheet Summary
19 2012.

20 (The above-referred-to
21 document was marked as Plaintiff's
22 Exhibit 5338 for identification, as
23 of this date.)

24 Q Is this a document you
25 produced, Mr. Rizack?

1 JOSH RIZACK

2 A Yes.

3 Q What are the source for the
4 entries on this document?

5 A This would have been a
6 continuation of the money that went
7 through the -- went through the accounts,
8 incoming, outgoing. And then we started
9 with a negative balance of
10 \$1,482,777 from whatever the prior year
11 would have been of money that was owed to
12 Steven Donziger from the case. And then
13 you have incoming wires that went into
14 the attorney escrow account.

15 So funds would come into his
16 attorney escrow account. And then he
17 would pay out funds for, you know,
18 professional fees, for expenses and so
19 forth.

20 Q So the 225,000 and the
21 380,000 that are incoming, those are
22 investor funds in the case which then
23 you're showing expenses charged against?

24 A Right. Expenses and
25 professional fees, correct.

1 JOSH RIZACK

2 Q And then the 35,000 monthly
3 retainer, that's the same as on the prior
4 document?

5 A Correct.

6 Q Are any fees charged against
7 the retainer or all expenses on top of
8 the retainer? Like regular office
9 expenses, are those charged on top of the
10 retainer?

11 A Are you talking to -- are
12 you referring to a specific expense? I'm
13 sorry.

14 Q Like a telephone or paper,
15 you know, no more overhead. Is there any
16 overhead that's wrapped into the retainer
17 or is it all expensed?

18 A No. It would be expensed.
19 You know what, quite frankly, I don't
20 know if he charged every ream of paper.

21 Q We don't need to volunteer.
22 Just answer the question.

23 A I said I didn't know.

24 Q You don't know if the
25 retainer included expenses?

1 JOSH RIZACK

2 A If the -- are you referring
3 to which line?

4 Q Just in general.

5 Were there expenses that you
6 said, oh, this is included in the
7 retainer, so I'm not going to account for
8 it separately?

9 A Which line of retainer?

10 Q The 35,000.

11 A Oh. The monthly fee. My
12 understanding, that was -- you know, that
13 was for his work on the case.

14 MR. DONZIGER: Just to be
15 clear because I think the witness
16 might be a little confused -- and,
17 Andrea, please correct me if you
18 don't agree with this -- when
19 Chevron's lawyer says retainer, I
20 believe she means the amount paid for
21 my or whoever's worked on the case as
22 distinct from out-of-pocket
23 expenditures, like travel, et cetera,
24 which should be expenses.

25 So if a question is, are any

1 JOSH RIZACK

2 expenses included in the retainer, I
3 don't know, I just want to make sure
4 that the witness is clear about what
5 retainer means because I'm not so
6 sure he is.

7 MS. NEUMAN: We've
8 identified the retainer as the
9 monthly fee shown on the document.
10 So we've identified it specifically
11 by the document.

12 A Are you asking me?

13 Q No. I was letting --
14 Mr. Donziger, I don't know if he's
15 pulling up these documents as we go
16 along.

17 MR. DONZIGER: Yes. I'm
18 somewhat in the dark. And I don't
19 want to delay things. So please go
20 ahead.

21 MS. NEUMAN: I'm going to
22 hand the witness a document that's
23 been marked as Exhibit 5339. It's
24 also part of Final Steven Accounting
25 '07 to 2016.

1 JOSH RIZACK

2 (The above-referred-to
3 document was marked as Plaintiff's
4 Exhibit 5339 for identification, as
5 of this date.)

6 Q What does it mean when it
7 says paren 2217? Is that the date that
8 you created the worksheet? At the top
9 here.

10 A Yeah. I don't recall. But
11 that -- could be that it was produced.
12 That's the date I worked on it, 2/2/17.

13 Q Can you describe for me
14 what's on this document when you refer to
15 attorney trust account, what account is
16 that?

17 A That would have been one
18 of -- that would have been the bank
19 account that -- that funds would have
20 come into and gone out; you know, pretty
21 much as soon as funds came in, they'd go
22 out to pay expenses.

23 Q Can you identify the account
24 any more specifically than that?

25 A You know, as I refer before,

1 JOSH RIZACK

2 there was bank accounts, first at Chase
3 and then TD. So it would be one of the
4 two.

5 Q Do you know of Mr. Donziger
6 having bank accounts at any other
7 institution?

8 A Not that I'm aware of.

9 Q What does the 1,800,000 --
10 let me start over.

11 What does the \$1,803,708.12
12 represent?

13 A Without the backup for this,
14 I couldn't tell you.

15 Q Would that had been the
16 balance in this attorney trust account or
17 something else?

18 A You know, I would need the
19 backup that would indicate what this was
20 for. I mean it could -- you know, I'm
21 not -- I don't know if it was a bounce on
22 a given day or if it was, you know, at a
23 year end or a snapshot at any given time.

24 Q And do you know what the
25 1,750,000 on this document refers to?

1 JOSH RIZACK

2 A 1,750,000?

3 Q It's just sort of randomly
4 right here (indicating).

5 A No. Again, I would need the
6 backup that would go with this.

7 Q If we wanted to find the
8 backup for one of your documents without
9 calling you, how would we know what was
10 the backup for this? Did you have a
11 system you can describe?

12 A This was -- there was files
13 with backup.

14 Q But did you have any system
15 for labeling stuff, so that you would
16 know where the backup -- you pulled this
17 doc up on your computer?

18 A Correct.

19 Q And if you wanted to know
20 where the backup was, how would you know?

21 A I would pull it out of a
22 folder. All this stuff was in folders
23 and boxes.

24 Q So the backup is only hard
25 copy?

1 JOSH RIZACK

2 A Correct.

3 Q So in the stuff that you
4 produced, because the hard copy had
5 already gone to Ms. Sullivan, you would
6 not have had the backup?

7 A Correct.

8 Q So the mystery would remain?

9 A Unless you have those boxes.

10 Q Go I'm going to hand you a
11 document that we marked as Plaintiff's
12 Exhibit 5340.

13 (The above-referred-to
14 document was marked as Plaintiff's
15 Exhibit 5340 for identification, as
16 of this date.)

17 Q It's also a document from
18 your final Steven account, '07 to 2016,
19 with the 2/2/17 parenthetical date,
20 entitled TD Bank Debit Card Purchases.

21 Do you recognize this
22 document?

23 A Yes.

24 Q Can you tell me what it is?

25 A It's expenses -- so these

1 JOSH RIZACK

2 were expenses that were put on a debit
3 card from the TD account that were
4 attributed to expenses.

5 Q For the case?

6 A Correct.

7 Q Can you flip to the last --
8 why is the Brussels highlighted?

9 A On which page?

10 Q On the first page.

11 A TVX Midi Shop, Brussels, I
12 actually kind of -- I actually recall
13 this. It was an expense for I think
14 headphones. And I highlighted it because
15 I questioned -- I questioned that
16 expense.

17 Q Did you ever travel to
18 Brussels with Mr. Donziger?

19 A Yes.

20 Q For what purpose?

21 A To meet with a potential
22 investor.

23 Q When was that?

24 A I don't recall. Several
25 years ago.

1 JOSH RIZACK

2 Q Were you generally involved
3 in fundraising for the case?

4 A No. I mean in certain
5 instances, I went to -- I recall going to
6 that meeting. But overall, no, I wasn't
7 going to. That wasn't my -- I wasn't
8 going to a lot of meetings. But, you
9 know, once in a while in that particular
10 case, yes, we would go to that meeting.

11 Q And what was your role at
12 the meeting?

13 A I think, you know, he wanted
14 a second set of ears and if there was
15 going to be any negotiating, to help him
16 negotiate, you know, and understand, you
17 know, help him with the numbers and so
18 forth.

19 Q And did you meet with other
20 funders other than the one in Brussels?

21 A Yes.

22 Q On how many occasions did
23 you meet with funders or potential
24 funders?

25 A On many occasions in the

1 JOSH RIZACK

2 early, early days when I first, you know,
3 got involved, we had met.

4 Q After the RICO judgment was
5 entered, on how many occasions had you
6 met with potential funders?

7 A After the RICO, I believe
8 that the only time was with Brussels. I
9 don't believe there was any other times
10 that I went, no. I don't recall any
11 other times.

12 MR. DONZIGER: I'm going to
13 object to this line of questioning
14 about meetings. That's our internal
15 stuff. And I'm going to direct the
16 witness not to talk about any
17 meetings with investors or the
18 identities of any investors. I
19 recognize it's possible in the
20 Sullivan production that Chevron has
21 named these individuals.

22 But our intention -- my
23 intention, rather -- is to continue
24 to litigate that issue and claw that
25 stuff back that Ms. Sullivan produced

1 JOSH RIZACK

2 that violates the associational
3 rights of me and others.

4 So I just want to instruct
5 Mr. Rizack not to talk about those
6 meetings other than the fact that
7 there were meetings.

8 Q Mr. Rizack, do you intend to
9 follow Mr. Donziger's instruction?

10 A Well, I quite frankly don't
11 have legal advice to know whether I
12 should or not. So I have two competing
13 attorneys saying two different things,
14 you know. You can't advise me. And he
15 can't advise me.

16 MR. DONZIGER: What I would
17 recommend, Andrea, is coming to an
18 agreement between us on this point,
19 is given that how important this is
20 in terms of tomorrow, maybe what you
21 could do is allow him to get
22 independent legal advice on this
23 issue. And if you have to go back to
24 this stuff in a limited way, it can
25 be done later. It can be done later

1 JOSH RIZACK

2 after court.

3 MS. NEUMAN: Let me ask the
4 witness this question.

5 Q Mr. Rizack, have you been
6 involved in fundraising since the RICO
7 judgment where you succeeded in getting
8 additional funds for the case, the funds
9 were deposited in accounts with which
10 you're familiar and some of those moneys
11 were then paid to Mr. Donziger?

12 MR. DONZIGER: Before you
13 answer, let me just digest that
14 question. Can you read it back?

15 (The requested portion was
16 read back by the court reporter.)

17 MR. DONZIGER: This is what
18 I would suggest because there's like
19 four questions in that one question.
20 Why don't, Andrea, you start with the
21 very first part and see what he says
22 and go from there, the very first
23 part, the very first thing that you
24 questioned in that long question.

25 Q Mr. Rizack, are you aware

1 JOSH RIZACK

2 since the issuance of the RICO judgment
3 of moneys being deposited into any
4 accounts controlled by Mr. Donziger that
5 originated with funders of the Ecuador
6 litigation?

7 A Yes.

8 Q On how many occasions?

9 A I'm not sure how many; a
10 few.

11 Q Can you estimate?

12 A A few; two, three, four. I
13 was, you know, on the outskirts helping
14 him with these charts and so forth.

15 Q When these moneys would come
16 from funders, what account would they be
17 deposited into, post-RICO?

18 A I don't know the exact bank
19 or account numbers, if that's what you're
20 asking.

21 Q Would those moneys then be
22 controlled by Mr. Donziger?

23 A Not sure.

24 Q When you were working on his
25 expense accountings, did you see funder

1 JOSH RIZACK

2 money that came in after the RICO
3 judgment be put into Mr. Donziger's
4 personal accounts?

5 A I was not. Post-RICO, I was
6 not working on his expenses.

7 Q But some of these
8 spreadsheets are --

9 A Are they?

10 Q -- dated 2017.

11 A A lot of these are dated.
12 But most of this stuff was put in -- when
13 was the --

14 Q 2014.

15 A 2014 was the RICO. So --
16 so, yeah. I might have put some of this
17 stuff in, or it was provided by -- by
18 Mr. Donziger. And I popped it into the
19 chart. But I was -- you know, this
20 was -- to the extent I was working on it
21 prior, afterwards was very Limited.

22 Q So setting aside the general
23 extent of your work, post-RICO, are you
24 aware of occasions where funder money
25 went into Mr. Donziger's accounts?

1 JOSH RIZACK

2 MR. DONZIGER: I'm sorry.

3 Just to understand the question, is
4 that limited by any date, your
5 question?

6 MS. NEUMAN: Since RICO.

7 MR. DONZIGER: Since the
8 RICO judgment?

9 MS. NEUMAN: Yes.

10 MR. DONZIGER: Okay.

11 A I don't know where -- which
12 account the investor moneys went into.

13 Q The three to four post-RICO
14 investors with whom you're familiar or
15 know of --

16 A Right.

17 Q -- are you familiar with
18 the terms on which they made their
19 investments?

20 A I don't recall.

21 Q Do you recall anything?

22 A I just -- I recall --

23 MR. DONZIGER: I'm going to
24 object again. That goes right to the
25 core of our internal operations and

1 JOSH RIZACK

2 organizational structure. He could
3 speak to his particular terms. But I
4 would instruct him not to speak to
5 the terms of others if he knows about
6 them. I don't even know if he does.

7 Q Do you intend to follow that
8 instruction?

9 A What's your question?

10 Q Do you know any of the terms
11 on which funders who invested in the
12 judgment after RICO made those
13 investments?

14 A I don't recall the details
15 of any of those investors.

16 Q Do you recall anything?

17 A Yes.

18 Q What do you recall?

19 A I mean I recall Steven
20 asking questions, asking me to build
21 these charts for him but no specific.
22 This is not stuff I worked on recently.

23 Q You said that you're aware
24 that some people invested, post-RICO?

25 A Correct.

1 JOSH RIZACK

2 Q Do you have any knowledge as
3 to whether they were investing in
4 exchange for a percentage interest in the
5 judgment?

6 A I would assume that.

7 Q But do you know, one way or
8 the other? Were you in meetings where
9 that was discussed?

10 A I don't recall being in any
11 meetings. I would recall that Steven
12 would call and ask for, you know, these
13 charts, or he would ask a question. But
14 I was not the main person dealing with
15 these kind of issues.

16 Q So the meeting in Brussels
17 that you do recall --

18 A Yes.

19 Q -- with a funder --

20 A Yes.

21 Q -- do you recall the terms?
22 Let me withdraw that.

23 Did that funder invest?

24 A No.

25 Q Do you recall the terms that

1 JOSH RIZACK

2 were offered to that funder?

3 A There was just general
4 negotiation, not even negotiation,
5 general discussions. It never came to a
6 funding.

7 Q Do you still have
8 Exhibit 5340 in front of you?

9 A Yes.

10 Q Can you go to page 4,
11 please.

12 A Yes.

13 Q In the credit column where
14 you have the 45,000 from Amazonia
15 Recovery Limited, is that incoming?

16 A We discussed this before
17 from a prior exhibit.

18 Q Yes. I think it's the same.
19 But I'm trying to confirm that.

20 A Yes. It looks like the
21 exact same information.

22 Q And when you go down the
23 page, there are entries that just say
24 Yanza. Do you know the purpose of those
25 payments?

1 JOSH RIZACK

2 A No.

3 Q Further down, payments to
4 Aaron Page.

5 Do you know the purpose of
6 those payments?

7 A Aaron Page was an attorney.

8 Q So this is legal work, as
9 far as you know?

10 A As far as I know, yes.

11 Q Then in the next section
12 down to the right, there are Ps and Bs.
13 Do you see that?

14 A Yes.

15 MR. DONZIGER: I'm going to
16 interrupt. What's the date of the
17 document, the Exhibit 64? My
18 apologies.

19 MS. NEUMAN: February 2nd,
20 2017.

21 MR. DONZIGER: Does it
22 refer -- let me just state an
23 objection. If you're referring to
24 information or a compilation of
25 information that came into existence

1 JOSH RIZACK

2 prior to the RICO judgment, I think
3 it's off limits. So even if it's
4 dated 2017, I believe some of this
5 information was prior to the RICO
6 judgment because I think that the
7 Amazon recovery moneys you just
8 referenced happened prior to the RICO
9 judgment based on my own
10 recollection.

11 So I would caution the
12 witness to -- to sort of distinguish
13 between the dates of questions
14 related to information, RICO
15 judgment, and later and prior to the
16 RICO judgment with former meaning the
17 part about information related to the
18 RICO and later being appropriate and
19 the part that relates to information
20 prior to the RICO not being
21 appropriate.

22 Q Mr. Rizack, do you still
23 have the question in mind or should I
24 re-ask it?

25 A Re-ask it, please.

1 JOSH RIZACK

2 Q On Exhibit 5340, the Ps and
3 the Bs --

4 A Yes.

5 Q -- what are those for?

6 A I don't recall.

7 Q You got nothing?

8 A I got nothing. I really
9 don't recall.

10 MS. NEUMAN: I'm going to
11 mark as Plaintiff's Exhibit 5341, a
12 document bearing the Bates numbers
13 MKS254 through 256.

14 (The above-referred-to
15 document was marked as Plaintiff's
16 Exhibit 5341 for identification, as
17 of this date.)

18 Q Do you recognize this
19 document, Mr. Rizack?

20 A No.

21 Q Do you see on page 2, it
22 refers to -- appears to be a hotel bill
23 from the Manos Premier hotel in Brussels?

24 A Yes.

25 Q It has Mr. Donziger's name

1 JOSH RIZACK

2 and your name?

3 A Yes.

4 Q And it appears to be dated
5 January 10th of 2015?

6 A Yes.

7 Q Is this the trip you and
8 Mr. Donziger took to Brussels in
9 relationship to fundraising?

10 A I would assume, yes, that
11 was the date.

12 MS. NEUMAN: I'm going to
13 hand the witness a document
14 previously marked as Plaintiff's
15 Exhibit 5314. This is a document
16 that was marked during Mr. Donziger's
17 deposition.

18 Q It is not a document that
19 you created, Mr. Rizack. But I have a
20 couple of questions for you about it.

21 On the first page, you'll
22 see a January 25th, 2016 deposit from a
23 JP Morgan account for \$50,000 into
24 Mr. Donziger's 2265 account.

25 A Okay.

1 JOSH RIZACK

2 Q Do you see that? Do you
3 know the origin of those funds?

4 MR. DONZIGER: Objection.
5 No. Do not answer that.

6 Q Do you intend to follow that
7 instruction, Mr. Rizack?

8 MR. DONZIGER: I'm sorry.
9 Let me state the basis before he
10 answers your question on whether he's
11 going to follow the instruction. The
12 basis is that tends -- could tend to
13 reveal the identity of a funder. And
14 I've outlined in a motion to -- a
15 protective order based on the First
16 Amendment the danger of disclosing
17 that information, given Chevron's
18 long history of harassing funders
19 that have funded this litigation in
20 violation we believe of the First
21 Amendment of associational rights.

22 So I don't know if the
23 witness knows the answer to that
24 question. I would direct him not to
25 answer that question.

1 JOSH RIZACK

2 MS. NEUMAN: So object to
3 the speaking objections.

4 Q Does the witness intend to
5 follow the instruction?

6 A I love the way how you guys
7 put me in the middle of this whole thing.

8 MR. DONZIGER: I couldn't
9 hear. Someone else talked.

10 MS. NEUMAN: Ms. Champion
11 noted for the witness that your
12 motions had been denied by the court
13 in case that information was relevant
14 to him.

15 MR. DONZIGER: I understand
16 that. That's not end of story.
17 There's potential and hope for
18 appellate review. Anyway, you can
19 blame me, or I can blame you. And I
20 think Mr. Rizack has been very
21 forthcoming. And I think I have
22 merely stood by while you have gone
23 pretty far afield from what the scope
24 of this thing should be.

25 So I would just say, why

1 JOSH RIZACK

2 don't we agree not to put Mr. Rizack
3 in a complicated position when he's
4 unrepresented, both the question and
5 let him consult with counsel, you
6 know, take it up with Judge Kaplan.
7 I think in terms of tomorrow, it
8 doesn't really matter because I've
9 acknowledged in my own deposition
10 raising funds, post-RICO, as I said
11 the April 25th order of the court.
12 So whatever the names of the people
13 are at this point is not really
14 needed for tomorrow. So I would urge
15 you to just let that one go and move
16 on. And we can take it up later if
17 we need to.

18 Q Mr. Rizack, without
19 identifying the source, do you know the
20 source of the \$50,000 deposit made on
21 January 25th, 2016 to Mr. Donziger's 2265
22 account?

23 A Okay. I've never seen this
24 document. I haven't prepared this
25 document. So I don't know the source or

1 JOSH RIZACK

2 use of these funds. So, no, I don't
3 know.

4 Q If we gave you the
5 underlying -- these are prepared based on
6 the documents produced by Ms. Sullivan,
7 namely the bank records.

8 A Right.

9 Q So you see where it says TD
10 Bank, gives the account number, gives the
11 Bates number of the document that was
12 produced?

13 A Right.

14 Q You were working with
15 Mr. Donziger in 2016; correct?

16 A Yes. Off and on.

17 Q So if I put the actual bank
18 record with this entry on it --

19 A Right.

20 Q -- would that change your
21 answer?

22 A No.

23 Q So do you recall in looking
24 down at the next set of deposits -- and
25 we know who these are from, so there's no

1 JOSH RIZACK

2 issue there -- these are from the
3 Canadian law firm representing the Lago
4 Agrio plaintiffs. There's transfers of
5 \$488,450. Do you see that?

6 A Right.

7 Q Do you know the purpose of
8 the transfer of this money from Canadian
9 counsel to Mr. Donziger?

10 A No.

11 Q Are these transfers of
12 \$488,450 reflected in the accounting that
13 you were preparing?

14 A No.

15 Q Why not?

16 A I just -- I wasn't doing
17 that at that time.

18 Q So even though your
19 accounting is labeled Financial Steven
20 Account --

21 MR. DONZIGER: I would
22 object.

23 Q -- 2007 through 2016, it
24 doesn't include moneys that came in in
25 2016?

1 JOSH RIZACK

2 A No, because there was a lot
3 of empty gaps on those reports. They
4 were not finished. And that's why there
5 was -- some of those American Express and
6 some of those other things had to be
7 verified and gone through. So that was
8 not complete.

9 Q Is there any year for which
10 you would consider your final Steven
11 accounting 2007 through 2016 to be final?

12 A Yes. Some of the earlier
13 years. And that was probably labeled
14 final in the earlier years. And we just
15 kept adding years on to that. So I
16 wouldn't read anything into the word
17 final on there.

18 Q Would you be able to tell me
19 which years are final and which years are
20 not?

21 A In what regard? I mean I
22 never audited this information. I put
23 this information together. So final, I
24 mean I don't know.

25 Q So none of it is final; is

1 JOSH RIZACK

2 that fair to say?

3 A From an audit, from a GAAP
4 point of view, no.

5 Q When was the last time that
6 you talked to Mr. Donziger prior to
7 today?

8 A Prior to -- I've spoken to
9 him this week.

10 Q On how many occasions?

11 A I don't recall. I don't
12 recall. Several times.

13 Q What were the topics of
14 those several phone calls?

15 A That, you know --

16 MR. DONZIGER: Objection. I
17 would ask the witness -- you can talk
18 about contacts that you've had with
19 me but not the substance of the
20 conversations based on privilege,
21 attorney-client.

22 Q Is Mr. Donziger your lawyer?

23 A No.

24 Q What was the topic of the
25 conversation?

1 JOSH RIZACK

2 MR. DONZIGER: Hold on, hold
3 on, hold on. That's not a fair
4 question. Obviously, I'm not his
5 lawyer. He's never said I'm his
6 lawyer. I never said I'm his lawyer.
7 But he is a consultant of mine on a
8 litigation covered by privilege. I
9 am reminding him of his obligations
10 in that regard.

11 Q What were the topics of the
12 conversations?

13 A For me to say that he didn't
14 want that answered.

15 Q If he's going to instruct
16 you not to answer, he can instruct you.
17 And I can ask you if you're going to
18 follow his instruction. And then we'll
19 go from there.

20 A If the two parties can't
21 agree and that this deposition was so
22 last-minute that I didn't even have an
23 opportunity to get counsel, I'm not going
24 to get in the middle of you two. So
25 somebody needs to -- you know, I'm not

1 JOSH RIZACK

2 going to make legal determinations.

3 Q So you're going to follow
4 the instruction?

5 A I'm not going to follow
6 either instructions on these points. You
7 know, we can deal with it at a later time
8 when I have proper advice.

9 Q So you're declining to
10 answer the question?

11 A Well, you say one thing, he
12 says something else. So I don't know
13 what -- what the lawyers are on these
14 things.

15 MR. DONZIGER: I kind of
16 feel like you're not being fair.
17 He's already testified that we had
18 communication about privileged issues
19 with regard to his productions. And
20 that's already on the record.

21 MS. NEUMAN: Mr. Donziger, I
22 don't see there's any basis for an
23 objection that you're making. It's
24 very important to know what's been
25 said to a witness immediately before

1 JOSH RIZACK

2 a deposition. You do not have an
3 attorney-client privilege with this
4 witness as far as I can tell. If you
5 think you do, you can instruct him
6 not to answer. And if he follows
7 your instruction, then if we want the
8 answer, we can move on that. There's
9 a process to be followed.

10 MR. DONZIGER: I'm not going
11 to -- let's put it this way. I have
12 my objection. He is a consultant.
13 He is covered. I don't want him
14 talking about, you know, strategies
15 and that kind of stuff. I'm not
16 going to instruct him not to answer
17 as long as the answer doesn't get
18 into those areas of work product,
19 attorney-client stuff. If you want
20 to ask him about, did I prepare him
21 for this deposition for whatever and,
22 you know, what did he do to prepare
23 for the deposition, yes.

24 As far as I can tell based
25 on what happened, I think this

1 JOSH RIZACK

2 deposition was planned today or
3 yesterday or something. So if you
4 want to ask him that, yeah, go.

5 Q Mr. Rizack, in the several
6 conversations that you had with
7 Mr. Donziger this week, did you discuss
8 your potential deposition?

9 A Did we discuss if there was
10 a -- if there was a request for a
11 deposition?

12 Q Did you discuss anything
13 about potentially testifying?

14 A I discussed that Alejandro
15 had requested a deposition.

16 Q And what did Mr. Donziger
17 say?

18 A Okay, you know, I need to
19 know that there's going to be a
20 deposition.

21 Q Did you and Mr. Donziger
22 discuss anything about topics that you
23 would speak to at your deposition?

24 A No.

25 Q Did you and Mr. Donziger

1 JOSH RIZACK

2 talk about any positions you would or you
3 wouldn't take at your deposition?

4 A No.

5 Q Did you and Mr. Donziger
6 talk about the documents that you had
7 withheld and then subsequently produced?

8 A Not that I recall.

9 Q Can you tell me, generally,
10 what the topics of your conversations
11 with Mr. Donziger were this week?

12 A Just in general, when the
13 deposition would be, if I was going to
14 agree to a deposition, what the timing
15 would be, just general questions like
16 that.

17 Q Did Mr. Donziger discourage
18 you in any way from agreeing to a
19 deposition?

20 A No.

21 Q When you were working with
22 Mr. Donziger and working on these
23 financial accountings, what were his
24 sources of income?

25 MR. DONZIGER: Hold on. Can

1 JOSH RIZACK

2 you limit that question by date?

3 MS. NEUMAN: I did. While
4 Mr. Rizack was working with you.

5 MR. DONZIGER: Well, can you
6 limit it then by post-RICO, please?

7 MS. NEUMAN: No.

8 A Repeat the question, please.

9 Q What were Mr. Donziger's
10 sources of income of which you were
11 aware?

12 A You're asking post-RICO?

13 Q No. While you were working
14 with him.

15 A At any time. You know, I
16 don't know all of his financing, all of
17 his -- where his income came from. I
18 didn't deal with that. That wasn't what
19 I dealt with. I dealt with paying bills,
20 putting documents together and going
21 through mail, and I would -- I would put
22 together that -- you know, these personal
23 bills need to be paid. Occasionally, I
24 would cut checks and say you need to sign
25 these. But I didn't deal with his

1 JOSH RIZACK

2 personal finances beyond that.

3 Q So you had a checkbook for
4 one or more of Mr. Donziger's accounts?

5 A No. He would give it to me.
6 And I would literally -- here's your
7 mortgage, here's your whatever bill that
8 needs to be paid, AT&T. And I might
9 write out those bills for him.

10 Q Were you aware of any of
11 Mr. Donziger's sources of income while
12 you were working with him?

13 A No. I mean there was, you
14 know, case money that came in that we
15 discussed. But beyond that, I didn't
16 deal with his personal sources, whether
17 they were from him, his wife or whatever.

18 Q On Exhibit 5314,
19 Plaintiff's, the firm Lenczner, Slaght,
20 Royce & Smith, paid the 488,000 in 2016,
21 are you aware of any other moneys coming
22 from that firm to Mr. Donziger?

23 A No.

24 Q Are you aware of any
25 payments going from Mr. Donziger to the

1 JOSH RIZACK

2 Lenczner Firm?

3 A No.

4 Q Are you aware of any reason
5 why the Lenczner Firm would be wiring
6 money to Mr. Donziger?

7 A I can only make assumptions.

8 MR. DONZIGER: Well, I would
9 object. If you know, answer. If you
10 don't know, don't answer.

11 A I can only speculate.

12 Q Is it informed speculation?

13 A No, it's not informed.

14 MR. DONZIGER: Objection.

15 Informed speculation, I never heard
16 of that one. That's good, a good
17 one. Informed speculation. You mean
18 like based on something, some
19 information?

20 A No. I was not privy to the
21 wires going in and out.

22 Q Are you aware of whether or
23 not this -- the money that came from the
24 Lenczner Firm originated with a funder
25 that bought an interest in the judgment?

1 JOSH RIZACK

2 A I don't know who deposited
3 money where. So, no, I wasn't privy to
4 that.

5 Q Are you aware of
6 Mr. Donziger controlling any bank
7 accounts that weren't held in his name or
8 the name of his law firm while you were
9 working with him?

10 A The only accounts I knew
11 about were the TD, the ones in his name
12 at TD Bank and Chase.

13 Q So you weren't aware of any
14 accounts that he controlled, but they
15 were in the name of a different entity?

16 A No. I don't know, not
17 aware.

18 Q I'll show you what was
19 marked as Plaintiff's Exhibit 5320 at
20 Mr. Donziger's deposition.

21 A Okay.

22 Q It's a summary of deposits
23 into Mr. Donziger's Chase accounts before
24 they were closed --

25 A Okay.

1 JOSH RIZACK

2 Q -- based on his production
3 of documents.

4 A Okay.

5 Q It shows 7.7 million in
6 deposits --

7 A Okay.

8 Q -- through 2012.

9 A Okay.

10 MR. DONZIGER: I'm going to
11 object. First off, just a point of
12 clarification, is this a summary
13 prepared by Gibson, Dunn or by who?

14 MS. NEUMAN: It's
15 Exhibit 5320 from your depo.

16 MR. DONZIGER: Yeah. I
17 don't have it in front of me. Can
18 you just help me out, please?

19 MS. NEUMAN: Yes. It's a
20 summary of your documents that you
21 produced, Donziger's exhibits. The
22 summary part's just math.

23 MR. DONZIGER: It's the
24 summary you guys put together in your
25 law firm?

1 JOSH RIZACK

2 MS. NEUMAN: Just the cover
3 page is a summary.

4 MR. DONZIGER: Who put the
5 summary together?

6 MS. NEUMAN: We had the
7 summary prepared.

8 MR. DONZIGER: Okay. So it
9 was done from your law firm. I mean
10 I would object for that reason. And
11 it's also prior to the RICO judgment.
12 And it is not relevant to the issues
13 of the hearing tomorrow.

14 A I could also say, I didn't
15 prepare this information. And I don't
16 know who did.

17 Q Is the 7.7 million going
18 into these accounts during this time
19 frame consistent with what you saw in
20 your work?

21 A I mean I would have to
22 review -- review this information line by
23 line and do a comparison.

24 MR. DONZIGER: Hold on. I
25 would object because it assumes a

1 JOSH RIZACK

2 fact that isn't in existence. I mean
3 this is a summary Gibson, Dunn
4 prepared. And he has not seen the
5 underlying original documents that
6 led you folks in your law firm to
7 come up with these figures. I think
8 that's not an appropriate question.
9 For that reason, I would object. And
10 I would urge you to move on to your
11 next question.

12 Q The accounts that you
13 reviewed documents for while you were
14 working with Mr. Donziger, did they
15 contain both his personal funds, as well
16 as case funds in the same account?

17 A No. I don't believe they
18 did. I believe there was two different
19 accounts.

20 Q So there weren't case
21 expenses paid from Mr. Donziger's
22 accounts, personal accounts?

23 A Yes. That wasn't your
24 question, though, or I didn't understand
25 that, your question. You want to restate

1 JOSH RIZACK

2 the question?

3 Q Which account -- when you
4 said there was an account exclusively for
5 the case, how was that account used?

6 A That account was used for
7 incoming funds and to pay bills out of
8 that account.

9 Q And that account was never
10 used to pay personal expenses?

11 A Not that I recall.

12 Q And moneys were never
13 transferred from that account to
14 Mr. Donziger's personal accounts?

15 A No. That's not what I said.

16 Q Were moneys transferred from
17 that account to Mr. Donziger's personal
18 account?

19 A If there was expenses being
20 reimbursed to Mr. Donziger, funds would
21 come out of that account into his
22 personal account.

23 Q And would funds go back and
24 forth between the two accounts?

25 A Possibly because often,

1 JOSH RIZACK

2 there was money needed. And Mr. Donziger
3 would put money into accounts. But I
4 don't -- I would have to specifically
5 look at a date and a time to comment on
6 that accurately.

7 Q Have you seen any retainer
8 agreement that Mr. Donziger has related
9 to the Ecuador case, dated after the RICO
10 judgment?

11 A Not that I recall.

12 Q Pursuant to which he's
13 claiming a retainer, for example?

14 A I don't recall.

15 Q Have you ever -- I will
16 withdraw that.

17 MS. NEUMAN: We've been
18 going for another hour. Let's take a
19 five-minute break.

20 THE WITNESS: Fine with me.

21 MR. DONZIGER: Do you have a
22 sense of how much longer it's going
23 to be at this point?

24 MS. NEUMAN: I don't think
25 too much longer. But let's take a

1 JOSH RIZACK

2 break. And then we can see where we
3 are.

4 MR. DONZIGER: So I'm going
5 to hang up. Call me back when we
6 reconvene.

7 THE VIDEOGRAPHER: We're
8 going off the record at 6:43 p.m.
9 This marks the end of Media 2.

10 (A short recess was taken.)

11 THE VIDEOGRAPHER: We're
12 back on the record at 6:57 p.m. This
13 marks the beginning of Media 3, if I
14 could just have these two gentlemen
15 introduce themselves.

16 MR. STERN: Herb Stern.

17 MR. SILVERSTEIN: And Joel
18 Silverstein.

19 MS. NEUMAN: I'm going to
20 hand the witness a document that we
21 marked as Plaintiff's Exhibit 5342.
22 It appears to be part of the Final
23 Steven Account '07 to 2016 Worksheet
24 Summary.

25 (The above-referred-to

1 JOSH RIZACK

2 document was marked as Plaintiff's
3 Exhibit 5342 for identification, as
4 of this date.)

5 Q Is this a document you
6 prepared, Mr. Rizack?

7 A Yes.

8 Q Do you know why there's no
9 entries for 2012?

10 A The information hadn't been
11 completed. The analysis hadn't been
12 completed of the expenses.

13 Q How about '08?

14 A Yeah. My guess is that
15 that -- similarly, that the expenses
16 weren't analyzed yet.

17 Q Is the same true for '09?

18 A Correct.

19 Q And the '14 and the '15?

20 A Correct.

21 Q This would be a draft
22 document?

23 A Correct.

24 Q The top, there's three
25 numbers. Do you see those?

1 JOSH RIZACK

2 A Yes.

3 Q Can you tell me what those
4 are?

5 A I don't recall.

6 Q What about the number that's
7 over on the right-hand margin? Looks
8 like a stray number.

9 A I don't recall. But, you
10 know, without quickly highlighting it,
11 could this be a total.

12 Q But you don't know, as you
13 sit here today?

14 A No. I mean if I pull up the
15 worksheet, I could quickly figure it out
16 or if I got a calculator and added those
17 numbers and see if they added up to that
18 number.

19 Q Oh. The numbers in the row?

20 A Yeah. It looks like they
21 might add up to that.

22 MS. NEUMAN: I'm going to
23 mark a document bearing the Bates
24 numbers --

25 A They did. That's my guess,

1 JOSH RIZACK

2 yeah.

3 MS. NEUMAN: -- J Rizack 43
4 through 44, the heading Total Case
5 Expenditures by Entity.

6 (The above-referred-to
7 document was marked as Plaintiff's
8 Exhibit 5343 for identification, as
9 of this date.)

10 MS. NEUMAN: 5343.

11 Q This is a document you
12 prepared, Mr. Rizack?

13 A I believe so.

14 Q And this is -- when you
15 organize the expenses into these
16 categories, is that something you did or
17 somebody else did?

18 A No. I believe I did.

19 Q So you decided who went into
20 which category?

21 A Yes.

22 Q Have you ever for backup
23 compared the cost and fee claim that was
24 submitted in Ecuador in the Ecuador case
25 to the amount of expenses that you

1 JOSH RIZACK

2 charged to Ecuador Legal?

3 A No.

4 Q In your accountings, did you
5 treat all the expenses shown on
6 Exhibit 5343 as case expenses?

7 MR. DONZIGER: I object to
8 the form in this sense. I think he
9 testified he's not doing accounting.
10 He's doing compilations of expense
11 summaries. I know that's kind of a
12 subtle distinction because that's
13 probably not what you mean. Just to
14 be clear, these aren't accountings.
15 They're efforts to compile
16 expenditures and flows, that kind of
17 stuff.

18 Q To clarify further, when you
19 testified you had a substantially
20 complete accounting, this document that
21 Mr. Rizack produced is not what you were
22 referring to?

23 MR. DONZIGER: I can't see
24 the document. My apologies. And I
25 know that's on me because I'm not

JOSH RIZACK

physically there. But generally,
I've seen -- you know, obviously,
I've seen his summary. And if I --
if I testify that it was accounting,
I'm probably misusing the word a bit
myself because it depends on how you
define it, obviously. These aren't
like official accounting an
accountant would do. The witness
testified he's not an accountant. He
does have professional skill, though,
in this kind of work in terms of
numbers and, you know, trying to
reconcile accounts and all that
stuff. But I just think we need to
be clear about what this is. I don't
think it's an official accounting.

MS. NEUMAN: Okay. But when
you referred to a substantially
complete accounting, even if you
slightly misused the word, you were
referring to Mr. Rizack's work?

MR. DONZIGER: That is not
my deposition. But I will give you

1 JOSH RIZACK

2 the courtesy of an answer. Yes, I
3 was, and also Ms. Sullivan subsequent
4 to that.

5 MS. NEUMAN: Oh. Her work.
6 Sorry. I was thinking about her
7 testimony. And I was confused.

8 MR. DONZIGER: Yes.

9 MS. NEUMAN: I understand
10 what you're saying.

11 MR. DONZIGER: Yeah.

12 Q Mr. Rizack, are you aware of
13 any occasions on which post the RICO
14 judgment where there was funder money
15 that had been obtained but it was
16 directed into someone else's account for
17 the benefit of Mr. Donziger as opposed to
18 one of his TD accounts, say to his wife's
19 account, for example? Anything like
20 that?

21 A I don't know where the
22 money, post-funding, where it went to.

23 Q Do you know how much it was?

24 A No.

25 Q Do you have any information

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JOSH RIZACK

on that?

MR. DONZIGER: Correct me if I'm wrong, I think the witness testified he really wasn't involved in post-RICO inflows from investors. I know he was helping -- he testified he was helping --

MS. NEUMAN: Mr. Donziger, you can't really make speaking objections. They're giving the impression you're trying to coach the witness.

MR. DONZIGER: I withdraw that. But the objection is related to the question being confusing, I think. So I'm just trying to help but go ahead.

MS. NEUMAN: Can you read the question back to the witness, please?

(The requested portion was read back by the court reporter.)

MS. NEUMAN: The total amount post-RICO.

1 JOSH RIZACK

2 A Yeah. No.

3 Q You said that there were
4 three or four successful fundings after
5 RICO.

6 How do you know that?

7 A I was told.

8 Q By?

9 A By Steven Donziger.

10 Q And did you review any
11 documents related to those fundings,
12 funding agreements, deposits, anything?

13 A I might have seen some of
14 that stuff and put it in folders. But,
15 you know, I don't have any intimate
16 knowledge of them.

17 Q And you have no
18 recollection, as you sit here today?

19 A I know that there was. But
20 I don't know amounts, people, that kind
21 of thing.

22 Q And you don't even know the
23 range of amounts?

24 A No.

25 Q Have you ever deleted or

1 JOSH RIZACK

2 disposed of any documents related to your
3 work for Mr. Donziger?

4 A Have I ever deleted -- I
5 mean not that -- not on purpose, not to
6 hide anything, if that's what you're
7 looking for. Might I have gotten rid of
8 a worksheet that was no longer used or
9 something, that's possible.

10 Q Can you recall specifically
11 whether you've deleted or disposed of any
12 documents related to your work on this
13 matter?

14 A No.

15 Q Has anyone ever asked you to
16 delete or destroy any documents related
17 to your work on this matter?

18 A No.

19 MS. NEUMAN: Mr. Donziger,
20 setting aside the areas that we
21 didn't get into -- so we leave the
22 deposition open for that purpose --
23 do you have questions for the witness
24 at this time?

25 MR. DONZIGER: I'll ask a

1 JOSH RIZACK

2 couple of questions, if I may.

3 EXAMINATION BY

4 MR. DONZIGER:

5 Q Mr. Rizack, do you -- in the
6 course of your work with me, did you ever
7 observe me sell -- directly sell any of
8 my contingency interest in the Ecuador
9 litigation to any other entity or person?

10 A Not that I'm aware of.

11 MS. NEUMAN: Objection;
12 lacks foundation.

13 MR. DONZIGER: You're
14 objecting to my question now?

15 MS. NEUMAN: Yes. That's
16 how it works.

17 MR. DONZIGER: Okay. Fair.
18 Fair enough.

19 Q Mr. Rizack, did you ever see
20 me in any way misuse funds from the
21 Ecuador litigation -- scratch that. Let
22 me rephrase.

23 Did you ever see me take
24 funds from the Ecuador litigation and
25 misappropriate them to spend for other

1 JOSH RIZACK

2 purposes?

3 A No.

4 Q Can you describe, briefly,
5 the degree of organization of -- scratch
6 that.

7 Can you describe efforts
8 that I made to try to organize the
9 accounting or for lack of a better word,
10 the use of funds on the Ecuador
11 litigation?

12 A Yes. The amounts that we
13 would put on the -- that I would put on
14 the spreadsheets, we would go through
15 detailed bills, invoices that were
16 produced by the various entities. On
17 your expenses, you would submit by trip
18 your expenses, your credit card receipts,
19 your hotel receipts, your airline
20 receipts. We would go through American
21 Express and your debit card to make sure
22 we weren't missing things and make sure
23 we had the backup for those expenses.
24 And then we would put those back up
25 together on a monthly basis with a

1 JOSH RIZACK

2 spreadsheet with the receipts behind it.

3 Q When I hired you to do
4 the -- the offer to lend the professional
5 services that you did, how would you
6 describe the state of organization of the
7 case funds when you began your work?

8 A All the information was
9 available on bank statements. Everything
10 was either a wire transfer or a check and
11 mostly wire transfers. The bank
12 statements indicated where the money was
13 going, who it was going to. And the
14 expenses were -- they were there. But
15 they weren't put together. And we --
16 myself -- and I don't recall the woman's
17 name who helped -- put it all together,
18 painstakingly put it together month by
19 month. And we identified what was
20 missing and time periods that were
21 missing. And we would go back to get
22 those credit card bills, so that they
23 would -- so they could be gone through in
24 detail and identified what the expenses
25 were for. But you had asked that, you

1 JOSH RIZACK

2 know -- that there'd be backup for all
3 the expenses.

4 Q Is that the end of your
5 answer?

6 A It is.

7 Q Couple of more quick
8 questions.

9 In the meetings you
10 described to Ms. Neuman that you attended
11 with me with potential funders, did you
12 ever observe me trying to sell my own
13 interest to those funders?

14 A No.

15 Q In those meetings that you
16 described with potential funders, is it
17 correct that the interests that were
18 discussed to offer to potential investors
19 came directly from the case itself as
20 distinct from any individual's personal
21 interest?

22 MS. NEUMAN: Objection;
23 lacks foundation.

24 A Yeah. That's what I
25 understood.

1 JOSH RIZACK

2 Q Can you explain why there's
3 gaps in some of the years where you tried
4 to compile expense summaries?

5 A 'Cause we did not finish
6 going through numerous, numerous pages of
7 American Express bills and debit card
8 bills for you to finish identifying
9 expense by expense of what it was for,
10 who it was with and so forth.

11 Q In your estimation, was the
12 reason that it wasn't fully completed a
13 function of lack of resources, i.e., time
14 or money to pay you for your services?

15 A Yes, yes. There was a lack
16 of funds to pay me or someone else to do
17 it.

18 Q And it is true, is it not,
19 that you worked for a significant period
20 of time without compensation; correct?

21 A Correct.

22 MR. DONZIGER: I think
23 that's it on my end.

24 FURTHER EXAMINATION BY

25 MS. NEUMAN:

1 JOSH RIZACK

2 Q So the significant period of
3 time that you worked without
4 compensation, when was it by dates?

5 A I would have to go look back
6 to find the dates from the last
7 compensation to -- but it's been -- it's
8 been a while. And it was a huge gap
9 where there wasn't funds to pay me.

10 Q Well, you just testified,
11 though, that you weren't compensated for
12 a significant period of time.

13 A Right.

14 Q What period of time were you
15 thinking of when you testified it was
16 significant?

17 A I would have to go back and
18 look at dates. I don't recall off the
19 top of my head of the dates.

20 Q Can you estimate?

21 A No.

22 Q What is the total amount you
23 have been compensated for your work on
24 the Ecuador matter, setting aside your
25 contingency fee interest in cash?

1 JOSH RIZACK

2 A Do you think I'm going to
3 get something on that? The -- I don't
4 know. I'd have to look. I'd have to
5 look what the total amount was. I think
6 it's indicated on here somewhere.

7 Q And did anybody approve your
8 compensation other than Mr. Donziger that
9 you're aware of?

10 A I believe that he would send
11 to the group in Ecuador what was being
12 paid.

13 Q What's the basis of that
14 belief?

15 A That he would send -- that
16 he would send lists of what were being
17 paid every month.

18 Q To who?

19 A To the -- whoever was
20 managing -- whoever was part of the case
21 in Ecuador. I don't recall.

22 Q How do you know that? Were
23 you copied on these?

24 A I was in the room when he
25 would do that or go over it.

1 JOSH RIZACK

2 Q In what room?

3 A I was with him, you know, in
4 his apartment.

5 Q When he would send these
6 e-mails?

7 A I don't know if he sent
8 e-mails, or he'd just go over it on the
9 phone. But I know he would share this
10 information. It was not just randomly
11 paying people.

12 Q Well, previously, you said
13 he would send these summaries to them.

14 Did you mean he would send
15 them or he would just discuss them?

16 A You're referring to that pie
17 chart we discussed?

18 Q I don't know what you're
19 referring to. You said that Mr. Donziger
20 would send the financial information to
21 Ecuador.

22 A I think we were talking
23 about those pie charts, the summary of
24 information. And I don't know if he sent
25 it, verbally, you know, in front of them,

1 JOSH RIZACK

2 presented that.

3 Q So you don't know, one way
4 or the other?

5 A No. I think you're talking
6 about two different things. I'm not
7 sure. You're not being clear to me.

8 Q Let me ask you a different
9 question.

10 A Okay.

11 Q You said that in these
12 meetings with the funders --

13 A Right.

14 Q -- Mr. Donziger asked you
15 some questions about his interest in the
16 judgment; right?

17 A I don't recall that.

18 Q His contingent interest in
19 the judgment.

20 A Are you talking -- these
21 questions he just asked me?

22 Q Yes.

23 MR. DONZIGER: Can I just
24 object? I think he's confused. What
25 exactly is your question? Maybe you

1 JOSH RIZACK

2 could rephrase it because I don't
3 understand it myself. I don't think
4 the witness does either. Can you
5 please rephrase the question?

6 Q Mr. Rizack, Mr. Donziger
7 asked you some questions about whether or
8 not he was selling his contingent
9 interest in the judgment to funders. Do
10 you recall that?

11 A Yes.

12 Q When he used the word
13 funders, who did you understand him to be
14 referring to?

15 A People who invest in the
16 case.

17 Q Have you ever seen any
18 documents which gives Mr. Donziger a
19 contingent fee interest in the judgment?

20 A Yes.

21 Q What documents have you
22 seen?

23 A I believe there was a
24 document of his early on in this case
25 where he was allocated shares.

1 JOSH RIZACK

2 Q And do you remember the
3 terms of that document?

4 A No. I don't recall the
5 details of it.

6 Q Were you familiar with the
7 details of that document at the time you
8 were sitting in these funder meetings?

9 A I was aware of it.

10 Q Anything beyond just being
11 aware of it?

12 A No.

13 Q Do you recall the name of
14 the document?

15 A No.

16 Q Now, what were the
17 particulars that you can remember of the
18 pitch to these funders in terms of making
19 investments and what they were being
20 offered in return?

21 MR. DONZIGER: I'm going to
22 object.

23 MS. NEUMAN: You solicited
24 this from him about what they were
25 and weren't being offered at the

1 JOSH RIZACK

2 meetings. You can't now object.

3 MR. DONZIGER: Andrea, with
4 all due respect, it's different;
5 okay? That is the precise issue or
6 one of the precise issues in play for
7 the hearing tomorrow that the
8 deposition is about. To do a general
9 fishing expedition to find out what
10 we talked about, all the terms, you
11 already have way too much
12 information, in my view, given the
13 various constitutional issues.

14 MS. NEUMAN: You had him
15 testify about terms. So I'm going to
16 question him about terms. Simple as
17 that. Can you read the question back
18 to the witness?

19 (The requested portion was
20 read back by the court reporter.)

21 MR. DONZIGER: Objection.

22 Q You can answer the question.

23 A They were -- from what I was
24 aware, they were being offered, you know,
25 points in the case that were being made

1 JOSH RIZACK

2 available from the group in Ecuador.

3 Q What was the basis for that
4 understanding?

5 A What was being spoken.

6 Q Did you see any documents
7 related to that?

8 A No. No. I take that back.
9 I believe there might have been -- no. I
10 believe there was -- I'm not 100 percent
11 sure. But I believe there was, you know,
12 authorization from people in Ecuador,
13 that there were shares available, making
14 shares available.

15 Q When you say shares, what
16 does that mean?

17 A Or a percentage interest in
18 the case.

19 Q Is your belief that they're
20 a percentage interest in the case
21 available for sell based on anything
22 other than your conversations with
23 Mr. Donziger?

24 A I can't -- I don't recall.
25 I believe there was a document. I'm not

1 JOSH RIZACK

2 sure because I don't have -- I don't have
3 the documents anymore.

4 Q What did this document talk
5 about?

6 A You know what, I don't
7 remember the details, honestly.

8 Q What do you remember about
9 it?

10 A I just -- I just remember
11 that there was -- you know, these
12 documents were all in those boxes. So I
13 assume you have the documents.

14 Q How do you know in these
15 meetings whose interest in the judgment
16 Mr. Donziger was and wasn't trying to
17 sell?

18 A Just from conversations that
19 shares were being made from -- interest
20 in the case was being made available from
21 the Ecuadorians.

22 Q And was it referred to as
23 the Ecuadorians or was there some
24 particular name for these people?

25 A There was. But I don't

1 JOSH RIZACK

2 recall the exact name of which group.

3 Q On this issue of this
4 vetting of expenses that you included on
5 statements, did you interview anyone else
6 to verify expenses other than
7 Mr. Donziger?

8 A No.

9 Q So if Mr. Donziger said I
10 had dinner with Ms. Neuman and it related
11 to the case and here's where we ate --

12 A There's no reason for an
13 audit to be conducted. I wasn't asked to
14 do an audit.

15 Q When you would get -- make
16 payments to Mr. Yanza, for example, how
17 would you know how much was due to be
18 paid to him or would you just pay what
19 Mr. Donziger instructed you to pay?

20 A Well, first of all, I never
21 executed the payments. So I didn't -- I
22 didn't have access to send out wires. I
23 would just, you know, put down the
24 entries. And there was -- there was
25 usually receipts or invoices that were

1 JOSH RIZACK

2 being paid off of. There was invoices,
3 backups supplied by the people who were
4 being paid.

5 Q So you have invoices from
6 Mr. Yanza?

7 A I don't have them.

8 Q But you believe you did have
9 them?

10 A I believe at the time, there
11 was documents -- that there was receipts
12 that were put in all those boxes with all
13 the, you know, expenses paid.

14 Q Did Mr. Donziger in his
15 quest to account for the case funds
16 discuss with you why he didn't hire an
17 accountant to do the accounting that
18 would comply with GAAP?

19 A I don't think there was a
20 requirement to have GAAP reporting.

21 Q Did he discuss with you,
22 though, why he didn't hire an accountant?

23 MR. DONZIGER: Objection.

24 Let's move on. I got a couple of
25 more questions. Do you have more

1 JOSH RIZACK

2 questions, Andrea?

3 MS. NEUMAN: Yes. I'm still
4 questioning the witness.

5 Q Mr. Rizack, in these funder
6 meetings in which you participated, were
7 the funders being offered a percentage of
8 the whole judgment or some portion of it?

9 A They were being offered a
10 percentage of recovered funds.

11 Q Whatever that recovery might
12 be?

13 A Correct.

14 Q And were there any
15 discussions of whether any funders had a
16 right to prioritize, in other words,
17 would get money off the top?

18 MR. DONZIGER: Objection.

19 A There might have been
20 discussions. I don't know.

21 MR. DONZIGER: That feels
22 like internal business. And there's
23 no need to answer that question. The
24 witness has testified that money was
25 being raised based on shares or,

1 JOSH RIZACK

2 whatever, interest in the judgment
3 offered by the Ecuadorian clients.

4 Q Were there priorities given
5 that you're aware of?

6 MR. DONZIGER: Objection,
7 objection. Look, that is part of
8 your fishing expedition. We have a
9 hearing tomorrow -- okay? -- on the
10 Elliot meeting.

11 MS. NEUMAN: Mr. Donziger,
12 you asked questions that had nothing
13 to do with the Elliot meeting.

14 MR. DONZIGER: Well, that's
15 only because I needed to clean up
16 questions that you asked that had
17 nothing to do with the Elliot
18 meeting. You've asked --

19 Q Mr. Rizack, was anybody
20 offered an investment on a priority
21 basis?

22 A Was anybody given a
23 priority; is that what you're saying? I
24 don't remember. I mean I'd have to look
25 at the -- I don't have the final

1 JOSH RIZACK

2 agreements that people had.

3 Q Did the boxes of documents
4 that you had, that Ms. Sullivan came and
5 collected include funder agreements?

6 A Some.

7 Q Post-RICO funder agreements?

8 A I'm not sure. If I had
9 them, they were in there.

10 Q In the boxes?

11 A Everything I had was put
12 into those boxes.

13 MS. NEUMAN: No further
14 questions of the witness.

15 MR. DONZIGER: I'm going to
16 have a couple more, if you can just
17 bear with me.

18 FURTHER EXAMINATION BY

19 MR. DONZIGER:

20 Q Mr. Rizack, did you ever
21 travel to Ecuador with me?

22 A Yes.

23 Q Do you remember what dates
24 you traveled there with me?

25 A No.

1 JOSH RIZACK

2 Q Approximately?

3 A No. I would have to check
4 my records.

5 Q Do you remember how many
6 times you traveled to Ecuador with me?

7 A I believe it was twice. No.
8 I think it was once.

9 Q And on that meeting, do you
10 remember meeting the client
11 representatives of the FDA in Quito with
12 me?

13 A Yes.

14 Q Can you describe -- during
15 that meeting, I presented summaries of
16 expenditures to the client
17 representatives in your presence?

18 A Yes.

19 Q And did you observe the
20 client representatives ask me and you
21 questions about those summaries?

22 A Yes.

23 Q And did you observe me
24 making efforts or answering the questions
25 that were being posed?

1 JOSH RIZACK

2 A Yes.

3 Q Do you remember the names of
4 the people who were client
5 representatives who were in that meeting
6 by chance?

7 A No.

8 Q And how would you -- based
9 on your observations at that meeting, how
10 would you describe my relationship as a
11 lawyer to the client representatives?

12 MS. NEUMAN: Objection;
13 lacks foundation, calls for
14 speculation.

15 MR. DONZIGER: I'll withdraw
16 the question. That's all I have.

17 FURTHER EXAMINATION BY

18 MS. NEUMAN:

19 Q Mr. Rizack, when and where
20 was this meeting?

21 A In Quito, Ecuador.

22 Q What year, what day?

23 A Honestly, I don't remember.

24 Q And you didn't know any of
25 these people's names?

1 JOSH RIZACK

2 A No. I don't remember them
3 off -- I'd have to look at my notes.

4 Q And your understanding of
5 their involvement in the case was what
6 Mr. Donziger told you?

7 A Correct.

8 Q Do you speak Spanish?

9 A No.

10 Q Was Mr. Donziger speaking
11 Spanish?

12 A Spanish and English.

13 Q When he went over the
14 accountings, was he speaking Spanish or
15 English?

16 A Both.

17 Q When he was speaking
18 Spanish, could you understand what he was
19 saying?

20 A No. But there was somebody
21 always there telling me, translating.

22 Q Whose name you don't know?

23 A No. One of the attorneys in
24 Ecuador would translate.

25 Q Were the other people in the

1 JOSH RIZACK

2 meeting speaking Spanish or English?

3 A Some spoke Spanish, some
4 spoke English.

5 Q Were most of the questions
6 in Spanish or English?

7 A Depends. Some of the people
8 spoke English. And they would ask in
9 English. And some only spoke Spanish.
10 So some were only asked in Spanish.

11 Q How many people were present
12 at this meeting?

13 A I think there was -- I
14 believe there was seven or eight people
15 in the meeting.

16 Q Were there other Americans
17 in the meeting?

18 A No. I don't believe so.

19 Q Was Mr. Yanza at the
20 meeting?

21 A I don't recall.

22 Q Do you have any notes from
23 this trip?

24 A I would have to look. I
25 don't know.

1 JOSH RIZACK

2 Q A meeting that was held in
3 Ecuador --

4 MS. NEUMAN: Which we have
5 minutes, Mr. Donziger.

6 Q -- according to the minutes,
7 represented that there had been a
8 \$25 million investment in the case by
9 Russ DeLeon.

10 MR. DONZIGER: Can you
11 please lay a foundation and show him
12 the document? You can't just ask a
13 question like that. There's no
14 foundation.

15 Q Can you answer the question,
16 please, sir?

17 A What was the question?

18 MS. NEUMAN: Can you read
19 the question back to the witness?

20 (The requested portion was
21 read back by the court reporter.)

22 A I believe so.

23 Q That was the same meeting?

24 A I believe -- I believe so.

25 Q And do your non-accounting

1 JOSH RIZACK

2 financial statements --

3 MR. DONZIGER: Hold on, hold
4 on, hold on. Objection.

5 Q -- reflect the 25 million?

6 MR. DONZIGER: No, no.
7 There's confusion right now.

8 MS. NEUMAN: Mr. Donziger,
9 do not give speaking objections and
10 attempt to coach the witness again.
11 If you have an objection, you can
12 state it in just a word, objection,
13 privilege.

14 MR. DONZIGER: Look, I'm
15 objecting. And this is the grounds
16 of my objection. The document you
17 just asked him about -- because I saw
18 it yesterday -- it was an UDAPT
19 document. It was not an FDA
20 document.

21 MS. NEUMAN: I didn't
22 represent to him anything about the
23 nature of the organization.

24 MR. DONZIGER: He cannot
25 opine on a meeting, what meeting it

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JOSH RIZACK

was without seeing the document. So why don't you present the document, let him read it. And that was an extensive document that describes all sorts of stuff.

MS. NEUMAN: Mr. Donziger, enough with the speaking objections.

Q Those aren't organizations you mentioned today, Mr. Rizack?

A No.

Q I'm going to hand you a document that's been previously marked as Plaintiff's Exhibit 7033A, turn your attention to page 3 where there's the following statement. It's attributed to Mr. Donziger. Last sentence of the first full paragraph.

A Last full sentence of the first full?

Q Yes.

"We are preparing an analysis of the specifics on how the 25 million contributed by Russ DeLeon was spent. He has the money. And we have

1 JOSH RIZACK

2 survived thanks to him. The failures and
3 handling of the money up north is a
4 failure for which I take responsibility."
5 Do you see that?

6 A Yes.

7 Q Were you at a meeting where
8 Mr. Donziger made such a speech?

9 A I can't tell from reading
10 that, those two lines.

11 Q Do you remember a speech
12 where Mr. Donziger talked about the
13 \$25 million contributed by Russ DeLeon?

14 A I recall him speaking of
15 that. But I don't know if this was the
16 meeting I was in.

17 Q And to the best of your
18 recollection, do your expense and
19 disbursement statements reflect the
20 \$25 million investment by Mr. DeLeon as
21 incoming?

22 A Yes.

23 Q That entire amount is
24 reflected?

25 A I don't know which -- I mean

1 JOSH RIZACK

2 we looked at that whole amount and, you
3 know, listed out where all that money
4 went. I don't know which document you're
5 referring that did that.

6 Q I'll show you a document
7 that's been marked as Plaintiff's
8 Exhibit 5315. It's a letter from
9 Mr. Fajardo to the president of the
10 Amazon Defense Front. Are you familiar
11 with Mr. Fajardo?

12 A Yeah. I heard his name.

13 Q Have you met him?

14 A Yes.

15 Q What is his role in the case
16 as you understand it?

17 A That he was -- I think he
18 was one of the attorneys involved.

19 Q So in paragraph B on page 1
20 of Exhibit 5315, Mr. Fajardo writes, "On
21 January 19th, 2016, Mr. Luis Yanza and
22 Mr. Steven Donziger signed a contract for
23 the management of financial resources on
24 behalf of the FDA and the plaintiffs.
25 This is extremely serious since neither

1 JOSH RIZACK

2 of these two persons represent the
3 plaintiffs. Since the filing of the case
4 in Ecuador, Mr. Donziger has not been the
5 plaintiff's attorney. Therefore, he does
6 not represent any of the plaintiffs.
7 Mr. Yanza also does not represent any of
8 the plaintiffs." Do you see that?

9 A Yes.

10 Q Have you ever seen this
11 document before, Exhibit 5315?

12 A No, not that I'm aware of.

13 Q Are you familiar with a
14 document that Mr. Donziger and Mr. Yanza
15 signed about the financial resources of
16 the case in January of 2016?

17 A I'd have to look at the
18 document.

19 Q Well, this is just a letter
20 from Mr. Fajardo describing such a
21 document.

22 Does that document ring any
23 bells with you?

24 A I'm not sure which document
25 they're referring to.

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2 Q In paragraph C, Mr. Fajardo
3 goes on to say, "Subsequently, at least
4 two more documents have been signed,
5 supposedly to finance the plaintiff's
6 case in Canada, the last of which was at
7 the beginning of July 2016." Do you see
8 that?

9 A Yes.

10 Q Are you familiar with any
11 documents signed supposedly to finance
12 the plaintiff's case in Canada?

13 A I know there was investors
14 documents. But I don't know specifically
15 what they're referring to here.

16 Q And were there investor
17 documents that you had in the boxes that
18 specifically related to funding the
19 Canadian action?

20 A I believe there were
21 documents.

22 MS. NEUMAN: I'm going to
23 show the witness Plaintiff's
24 Exhibit 5316.

25 Q It's in the declaration of

1 JOSH RIZACK

2 the effected nationalities in the
3 Province of Sucumbios.

4 MR. DONZIGER: Andrea, I'm
5 going to object. Respectfully, you
6 said you were done. You're now well
7 beyond the stuff I asked about. This
8 witness obviously did a very sort of
9 narrow specific expense compilation.
10 He said he went to Ecuador one time.
11 Come on.

12 MS. NEUMAN: Mr. Donziger,
13 I'm going to finish my questions.

14 Q Mr. Rizack, do you have
15 Plaintiff's Exhibit 5316 in front of you,
16 sir?

17 A I do.

18 Q Can you turn to the second
19 page for me?

20 A Yes.

21 Q In the first-full paragraph,
22 it says, "Mr. Donziger, Mr. Luis Yanza
23 and in recent years, Mr. Pablo Fajardo
24 have administered and managed money owned
25 by the plaintiffs. Consequently on

1 JOSH RIZACK

2 January 29th, 2016, the UDAPT convened at
3 a general meeting, issued a resolution to
4 ask Mr. Donziger, Mr. Yanza and Mr.
5 Fajardo to provide an accounting, in
6 other words, to provide the UDAPT with
7 detailed information about all the money
8 they had managed that belonged to the
9 UDAPT. To date, only Mr. Fajardo has
10 provided that information. Mr. Steve
11 Donziger and Mr. Luis Yanza have failed
12 to do that." Do you see that?

13 A I see it.

14 Q Were you ever asked to
15 provide an accounting to the UDAPT by
16 Mr. Donziger?

17 A I provided financial
18 information. I don't know to who it went
19 to.

20 Q Further down in
21 Exhibit 5316, have you seen this document
22 before? This is something that
23 Mr. Donziger provided to you.

24 A I don't recall seeing this.

25 Q Under the heading Declare

1 JOSH RIZACK

2 the Following in paragraph 3, it says,
3 "We demand that within two months
4 starting August of this year, Mr. Luis
5 Yanza and Mr. Steve Donziger submit a
6 detailed report, accounting all the money
7 they had managed on behalf of the people
8 affected or the plaintiffs in the case
9 that our people have against Chevron."
10 Do you see that?

11 A Which number was that?

12 Q Paragraph 3.

13 A Okay.

14 Q Under Declare the Following.

15 A Mm-hmm.

16 Q Were you at or about the
17 time of this document requested to
18 prepare the accounting being demanded in
19 paragraph 3?

20 A I don't recall if it was
21 related to this or not since I'm not
22 aware of this document.

23 MS. NEUMAN: I don't have
24 any further questions of Mr. Rizack
25 at this time, leaving his deposition

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JOSH RIZACK

for the areas in which he was -- of
Mr. Donziger's objections.

Mr. Donziger, do you have
any further questions for the
witness?

MR. DONZIGER: I'm done.

MS. NEUMAN: We're going to
go off the record.

(Continued on the following page.)

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THE COURT REPORTER: Are you
going to be ordering a copy of the
transcript?

MR. DONZIGER: I don't know.

THE VIDEOGRAPHER: This
concludes the testimony of Josh
Rizack. We're going off the record
at 7:41 p.m. This also concludes
Media 3.

(Time noted: 7:41 p.m.)

JOSH RIZACK

Subscribed and sworn to
before me on this _____day
of _____, 2018.

NOTARY PUBLIC

I N D E X

E X A M I N A T I O N

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C E R T I F I C A T I O N

I, ANTHONY GIARRO, a Shorthand
Reporter and a Notary Public, do hereby
certify that the foregoing witness, JOSH
RIZACK, was duly sworn on the date
indicated, and that the foregoing, to the
best of my ability, is a true and accurate
transcription of my stenographic notes.

I further certify that I am not
employed by nor related to any party to
this action.



ANTHONY GIARRO

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ERRATA SHEET

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NAME OF CASE: Chevron versus Donziger, et al.

DATE OF DEPOSITION: June 27, 2018

NAME OF DEPONENT: Josh Rizack

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JOSH RIZACK

SUBSCRIBED AND SWORN TO BEFORE ME

THIS ____ DAY OF _____, 2018.

(NOTARY PUBLIC) MY COMMISSION EXPIRES:

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	u 3:2 11:9 ubs 11:5,14 udapt 166:18 173:2,6,9,15 underlying 33:21 114:5 129:5 understand 8:13 13:2 22:9 28:12 32:17 48:11 77:10 79:22 80:22 82:4 97:16 103:3 112:15 129:24 138:9 151:3,13 163:18 169:16 understanding 35:7 81:9 90:12 154:4 163:4 understood 49:10 145:25		

[wild - zolfo]

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wild 13:19 willing 72:20 wire 69:6,7 82:21 86:13 144:10,11 wires 48:6,7,9,12 49:19 65:19 68:11 69:21 86:2,3,7,11 86:21 88:13 125:21 156:22 wiring 125:5 withdraw 14:25 20:15 105:22 131:16 139:14 162:15 withheld 31:3 122:7 withhold 25:20 41:18 42:5 withholding 28:9 28:22 30:7 38:10 witness 6:9 34:8 38:23 45:17 64:24 66:5,17 70:4 78:17 90:15 91:4 91:22 98:16 100:4 108:12 110:13 111:23 112:4,11 117:17 119:25 120:4 131:20 132:20 137:10 139:4,13,20 141:23 151:4 153:18 158:4,24 160:14 165:19 166:10 171:23 172:8 175:6 179:7 woman 15:23 16:20 17:8 woman's 144:16 word 40:22 116:16 137:6,22 143:9	151:12 166:12 words 158:16 173:6 work 14:23 15:16 15:18,20 16:4 17:11 18:2,12 19:5,7,15 20:11 21:4 24:23 28:11 43:25 44:10 55:3 66:11 73:12 77:4 77:5,7,24 78:2,5,8 78:9 81:2 83:8 90:13 102:23 107:8 120:18 128:20 137:13,23 138:5 141:3,12,17 142:6 144:7 147:23 worked 11:5,6,13 90:21 92:12 104:22 146:19 147:3 working 14:4 16:23 18:6 51:14 58:21,25 75:4 101:24 102:6,20 114:14 122:21,22 123:4,13 124:12 126:9 129:14 workout 82:25 workouts 11:10 works 142:16 worksheet 87:18 92:8 132:23 134:15 141:8 178:12,20 workshops 10:22 worry 39:11 wrapped 89:16 write 28:17 124:9	writes 169:20 written 19:9,13 27:10,14 48:7 64:3,6 86:16 wrong 139:4 wrote 27:24 28:16 28:19	yield 29:21 32:4 32:24 york 1:2,16,17,19 2:5,5,17,17 4:23 5:2,2 6:12 9:23 10:8 60:25 180:2 180:4,4
		x	z
		x 1:4,10 30:20,20 31:10 32:4 177:2 177:4,9	z 6:5,10 zolfo 11:13
		y	
		yanza 106:24 156:16 157:6 164:19 169:21 170:7,14 172:22 173:4,11 174:5 yeah 11:25 16:9 16:16 32:11 35:15 35:20 38:21 48:3 58:8 77:24 85:8 86:2 92:10 102:16 121:4 127:16 133:14 134:20 135:2 138:11 140:2 145:24 169:12 year 9:24 10:10 11:17,18 27:25 88:10 93:23 116:9 162:22 174:4 years 11:14,22 13:22,22 14:6,6 54:3 67:9 96:25 116:13,14,15,19 116:19 146:3 172:23 yesterday 121:3 166:18	

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF SEPTEMBER 1, 2016. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

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Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

EXHIBIT 25

id
uador
meeting
16
N
21

Date:
Card Type
Acct #:
Card Ent
Trans Ty
Auth Code
Check:
Check ID:
Server:

Subtotal: 40

TIP _____

TOTAL _____

SIGNATURE _____

Thank you for us!

Customer

AppealTech

7 West 36th Street, 10th Floor
New York, NY 10018

Invoice

Date	Invoice #
3/6/2018	18-03-011

Bill To Steven Donziger, Esq. 245 West 104th, #7D New York, New York 10025
--

PAID
03/14/2018

P.O. No.	Terms	Due Date	FED.TAX ID	REP	CASE NAME		
33272	Due on receipt	3/6/2018	20-2475416	JLM	IMO Steven R. Donziger		
Description					Qty	Rate	Amount
Service Date: 3/5/18							
DECLARATIONS							
1 Copy - 206 Pages @ \$.30					206	0.30	61.80T
Binding and Printing of Covers - 1 Book @ \$12.50					1	12.50	12.50T
EXHIBITS (2 VOLUMES)							
1 Copy - 779 Pages @ \$.30					779	0.30	233.70T
Binding and Printing of Covers - 2 Books @ \$12.50					2	12.50	25.00T
OPPOSITION TO MOTION							
1 Copy - 58 Pages, Stapled @ \$.30					58	0.30	17.40T
Service by Mail - 1 Party @ \$35.00					1	35.00	35.00T
Postage for Service Copies						18.75	18.75T
Sub-Total							404.15
Sales Tax - NYC @ 8.875%						8.875%	35.87
					Total		\$440.02
					Payments/Credits		-\$440.02
					Balance Due		\$0.00

Payable to Z & J LLC dba APPEALTECH TIN#20-2475416
 TO ASSIST YOU AND YOUR CLIENT, WE NOW ACCEPT MAJOR CREDIT CARDS.
 Tel: 212-213-3222 Fax: 212-213-4133 e-mail: mail@appealtech.com

AppealTech

7 West 36th Street, 10th Floor
New York, NY 10018

Invoice

Date	Invoice #
3/19/2018	18-03-085

Bill To Steven Donziger, Esq. 245 West 104th, #7D New York, New York 10025
--

PAID
03/14/2018

P.O. No.	Terms	Due Date	FED.TAX ID	REP	CASE NAME			
33272	Due on receipt	3/19/2018	20-2475416	JLM	IMO Steven R. Donziger			
Description					Qty	Rate	Amount	
Filing Date: 3/19/18								
DECLARATIONS								
5 Copies - 206 Pages @ \$.30					1,030	0.30	309.00T	
Binding and Printing of Covers - 5 Books @ \$12.50					5	12.50	62.50T	
EXHIBITS (2 VOLUMES)								
5 Copies - 779 Pages @ \$.30					3,895	0.30	1,168.50T	
Binding and Printing of Covers - 10 Books @ \$12.50					10	12.50	125.00T	
OPPOSITION TO MOTION								
5 Copies - 58 Pages, Stapled @ \$.30					290	0.30	87.00T	
LESS COURTESY DISCOUNT						-305.75	-305.75	
Filing of Documents at AD1						65.00	65.00T	
Sub-Total							1,511.25	
Sales Tax - NYC @ 8.875%						8.875%	134.12	
					Total		\$1,645.37	
					Payments/Credits		-\$1,645.37	
					Balance Due		\$0.00	

Payable to Z & J LLC dba APPEALTECH TIN#20-2475416
 TO ASSIST YOU AND YOUR CLIENT, WE NOW ACCEPT MAJOR CREDIT CARDS.
 Tel: 212-213-3222 Fax: 212-213-4133 e-mail: mail@appealtech.com

AppealTech

7 West 36th Street, 10th Floor
New York, NY 10018

Invoice

Date	Invoice #
2/21/2018	18-02-084

Bill To
Steven Donziger, Esq. 245 West 104th, #7D New York, New York 10025

PAID
02/16/2018

P.O. No.	Terms	Due Date	FED.TAX ID	REP	CASE NAME		
33171	Net 30	3/23/2018	20-2475416	JLM	IMO Steven R. Donziger		
Description					Qty	Rate	Amount
Service & Filing Date: 2/16/18 EXHIBITS 3 Copies of 779 Pages (Perfect Binding Included)						1,498.50	1,498.50T
OPPOSITION TO MOTION 3 Copies of 58 Pages, Stapled @\$.30					174	0.30	52.20T
Service and Filing of Documents at AD1						95.00	95.00T
E-Filing of Documents						75.00	75.00T
Premium Charge for Expedited Service						300.00	300.00T
Sub-Total							2,020.70
Sales Tax - NYC @ 8.875%						8.875%	179.34
Accounts forwarded to collections will be assessed a 25% processing fee.					Total		\$2,200.04
					Payments/Credits		-\$2,200.04
					Balance Due		\$0.00

Payable to Z & J LLC dba APPEALTECH TIN#20-2475416
TO ASSIST YOU AND YOUR CLIENT, WE NOW ACCEPT MAJOR CREDIT CARDS.
Tel: 212-213-3222 Fax: 212-213-4133 e-mail: mail@appealtech.com

The Westin Ottawa
 11 Colonel By Drive
 Ottawa, ON K1N 9H4
 Canada
 Tel: 613-560-7000 Fax: 613-234-5396



Steven Donzinger
 ASSEMBLY OF FIRST NATIONS
 AK30AD - Sub Block

Page Number : 1 Invoice Nbr : 366870
 Guest Number : 1355722
 Folio ID : A
 Arrive Date : 05-DEC-17 16:43
 Depart Date : 07-DEC-17 11:13
 No. Of Guest : 1
 Room Number : 1517
 Club Account :

Tax Invoice

Tax ID : 811719848RT0001

The Westin Ottawa DEC-07-2017 11:13 A0058671

Date	Reference	Description	Charges (CAD)	Credits (CAD)
05-DEC-17	7252	The Shore Club	90.79	
05-DEC-17	RT1517	Room	199.00	
05-DEC-17	RT1517	Tax-HST Rooms	25.87	
05-DEC-17	RT1517	Destination Marketing Program	5.97	
05-DEC-17	RT1517	Dest Marketing Program HST	0.78	
06-DEC-17	7381	The Shore Club	100.09	
06-DEC-17	RT1517	Room	199.00	
06-DEC-17	RT1517	Tax-HST Rooms	25.87	
06-DEC-17	RT1517	Destination Marketing Program	5.97	
06-DEC-17	RT1517	Dest Marketing Program HST	0.78	
07-DEC-17	12/7	Early Departure Fee	100.00	
07-DEC-17	12/7	Tax-HST Rooms	13.00	
07-DEC-17	12/7	Destination Marketing Program	3.00	
07-DEC-17	12/7	Dest Marketing Program HST	0.39	
07-DEC-17	VI	Visa-8490		

-770.51

SRD Ottawa

Continued on the next page

The Westin Ottawa
 11 Colonel By Drive
 Ottawa, ON K1N 9H4
 Canada
 Tel: 613-560-7000 Fax: 613-234-5396



Steven Donzinger
 ASSEMBLY OF FIRST NATIONS
 AK30AD - Sub Block

Page Number	:	2	Invoice Nbr	:	366870
Guest Number	:	1355722			
Folio ID	:	A			
Arrive Date	:	05-DEC-17	16:43		
Depart Date	:	07-DEC-17	11:13		
No. Of Guest	:	1			
Room Number	:	1517			
Club Account	:				

Approve EMV Receipt for VI - 8490: no CVM
 TC:5877F18DBED907D0 TVR:8080008000 AID:A0000000031010
 Application Label:VISA CREDIT

** Total	770.51	-770.51
*** Balance	0.00	

I agreed to pay all room & incidental charges.



Amount (CAD)

0.00
 0.00
 0.00
 0.00
 0.00

FIND CLARITY, BOOST HAPPINESS - Like a gym membership for your mind, Headspace gives you simple tools to feel happier, work smarter and sleep better. Get some Headspace at westin.com/headspace

Continued on the next page

Fairmont

CHÂTEAU LAURIER

1 Rideau Street
Ottawa, ON, Canada K1N 8S7
T (613) 241-1414 F (613) 562-7030
G.S.T. / H.S.T Registration #843511775

Room/Chambre : 0265
Folio # :
Invoice # :
Cashier/Cassier # : 3857
Page # : 1 of 1

SRD

Ottawa

Reference No.

Mr Steven Donziger
245 West 104
7D
New York NY

Arrival/Arrivée : 12-06-17
Departure/Départ : 12-07-17
Fairmont President's Club
3240920790

Date	Description	Additional Information/Supplémentaire	Charges	Credits
12-06-17	Zoe's Lounge	CHECK# 3435	25.91	
12-06-17	Refreshment Centre Mineral	Room# 0265 : CHECK# 32432 Eska Spring Water 1	10.17	
12-06-17	Room Charge		409.00	
12-06-17	Destination Marketing Fee		12.27	
12-06-17	Room HST (13%)		54.77	
Total			512.12	0.00
Balance Due/Solde			512.12	

GST Summary / Sommaire

Room/Chambre 0.00
F&B/Restauration 0.00
Other/Autres 0.00
Total 0.00

HST Summary / Sommaire

Room/Chambre 54.77
F&B/Restauration 3.58
Other/Autres 0.00
Total 58.35

Thank you for choosing Fairmont Hotels & Resorts.

To provide feedback about your stay, please contact Mr. Claude Sauvé, General Manager, at Claude.Sauve@fairmont.com.
We also invite you to share memories of your experience on our community forum - visit www.everyonesanoriginal.com.

Merci d'avoir choisi les Hôtels Fairmont.

Pour donner votre opinion sur votre séjour, veuillez contacter M. Claude Sauvé, Directeur général, à Claude.Sauve@fairmont.com.
Nous vous invitons également à partager les souvenirs de votre expérience sur notre forum - www.everyonesanoriginal.com.

For information or reservations, visit us at
www.fairmont.com or call Fairmont Hotels & Resorts from:
United States or Canada 1 800 441 1414
Pour information et réservations visitez notre web au
www.fairmont.com ou téléphoner au Hôtels Fairmont de:
États-Unis ou Canada 1 800 441 1414

I agree that my liability for this bill is not waived and I agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part of or the full amount of these charges. Overdue balance subject to a surcharge at the rate of 1.5% per month after one month. (15.00% per annum.)
I have accepted delivery of The Globe and Mail. Had I refused, I would have been eligible for a \$1.00 (Mon-Fri) and \$2.00 (Sat.) credit to my account. (At participating hotels.)

Je me porte personnellement responsable du règlement total de cette note au cas où la compagnie, l'association ou son représentant désigné en refuserait le paiement. Les comptes en souffrance sont sujets à un intérêt de 1.5% par mois après un mois. (15.00% par année.)
J'ai accepté la livraison du Journal The Globe and Mail. Si j'avais refusé, j'aurais pu obtenir un crédit à mon compte de 1.00\$ par jour (du Lundi au Vendredi) et de 2.00\$ le Samedi. (Dans les hôtels participants.)

Thank you for choosing to stay with Fairmont Hotels & Resorts
Merci d'avoir choisi les Hôtels Fairmont



OPTIONS DE DÉPART SIMPLIFIÉ

Afin de mieux vous servir, Fairmont vous offre des options de départ simplifiées.

Départ express

Si vous souhaitez profiter de notre option Départ express, veuillez remplir tous les champs à droite et déposer le formulaire dans la boîte située au comptoir de la réception.

Autres options de départ

Communiquez avec le service Royal pour obtenir les options suivantes :

- départ par téléphone;
- vérification de la facture à l'avance
- services par courriel.

EASY DEPARTURE OPTIONS

For your convenience, Fairmont offers you easy departure options.

Express checkout

To take advantage of our Express Checkout option, please complete all information in the form at right and return to the drop-off box located at the Front Desk.

Other departure options

Contact Royal Service for:

- telephone checkout
- advance folio review
- e-mail services

265

Nom (en caractères d'imprimerie) | Name (please print)

Chambre | Room

☐ J'autorise l'utilisation de ma carte de crédit pour payer le montant total de mon compte. | I authorize my entire account be processed through my credit card.

Signature | Signature

Date | Date

Veuillez envoyer un exemplaire de mon relevé de compte à l'adresse de courriel ci-dessous : | Please send a copy of my account to the e-mail address below:

Adresse de courriel | E-mail address

REDACTED

REDACTED

1/11/2017
Payments due

Jud SPD #256 1/24/18

3BL Media, LLC
 136 West Street
 Suite 104
 Northampton, MA 01060 US
 (866) 508-0993 x187
 accounting@3blmedia.com
 www.3blmedia.com



INVOICE

BILL TO

Steven Donziger
 Donziger & Associates
 245 West 104th Street
 Suite 7D
 New York, NY 10025 USA

INVOICE # 29863

DATE 12/08/2017

DUE DATE 12/12/2017

TERMS Due on receipt

ACTIVITY

AMOUNT

Featured Placement

275.00

Guaranteed Placement of one press release as Editor's Pick on CSRwire.com

Contact: Steven Donziger (sdonziger@donzigerandassociates.com)

THANK YOU FOR YOUR BUSINESS!

BALANCE DUE

USD 275.00

PLEASE NOTE 3BL Media BANKING INSTRUCTIONS:

Payment by ACH transfer in US\$ is requested and may be made to:

Wells Fargo Bank NA
 San Francisco, CA
 ABA/Routing #: 121000248
 Account #: 4434890109
 SWIFT Code: WFBUS6S
 Account Name: 3BL MEDIA, LLC
 2222 Sedwick Road
 Durham, NC 27713
 TIN#: 35-2553958

*1/11/18 Per SRED do not
 send anything*

*Verify total due
 3 invoices attached
 \$4,095*

*\$3,410 due 12/15/17 for package
 part
 410 due from 9/15/17 for unpaid
 balance
 275 due 12/12/17 guarantee
 placement
 \$4,095 total*

3BL Media, LLC
 136 West Street
 Suite 104
 Northampton, MA 01060 US
 (866) 508-0993 x187
 accounting@3blmedia.com
 www.3blmedia.com



INVOICE

BILL TO

Steven Donziger
 Donziger & Associates
 245 West 104th Street
 Suite 7D
 New York, NY 10025 USA

INVOICE # 29411

DATE 05/31/2017

DUE DATE 12/15/2017

ACTIVITY

Featured Press Release

AMOUNT

Package of 24 Featured Press Releases

3,410.00

- 24 @ \$775 less: 45% discount

- one Featured Press Release is guaranteed to be the Editor's Pick on CSRwire.com
- one Featured Press Release is guaranteed to be a CSRIive Story

Total Featured Press Release Package cost is \$10,230, to be paid as follows:

#29409 \$3,410 - due June 6, 2017
 #29410 \$3,410 - due September 15, 2017
 #29411 \$3,410 - due December 15, 2017

Contact: Steven Donziger (sdonziger@donzigerandassociates.com)

Please Note Our New Payment Details and TIN. For your convenience attached is our updated Form W-9:

2222 Sedwick Road
 Durham, NC 27713

THANK YOU FOR YOUR BUSINESS!

BALANCE DUE

USD 3,410.00

PLEASE NOTE 3BL Media BANKING INSTRUCTIONS:

Payment by ACH transfer in US\$ is requested and may be made to:

Wells Fargo Bank NA
 San Francisco, CA
 ABA/Routing #: 121000248
 Account #: 4434890109

3BL Media, LLC
 136 West Street
 Suite 104
 Northampton, MA 01060 US
 (866) 508-0993 x187
 accounting@3blmedia.com
 www.3blmedia.com



INVOICE

BILL TO

Steven Donziger
 Donziger & Associates
 245 West 104th Street
 Suite 7D
 New York, NY 10025 USA

INVOICE # 29410

DATE 05/31/2017

DUE DATE 09/15/2017

ACTIVITY

AMOUNT

Featured Press Release

3,410.00

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2222 Sedwick Road
 Durham, NC 27713

THANK YOU FOR YOUR BUSINESS!

PAYMENT
 BALANCE DUE

3,000.00

USD 410.00

PLEASE NOTE 3BL Media BANKING INSTRUCTIONS:

Payment by ACH transfer in US\$ is requested and may be made to:

Wells Fargo Bank NA
 San Francisco, CA
 ABA/Routing #: 121000248
 Account #: 4434890109

SWIFT Code: WFB/US6S
Account Name: 3BL MEDIA, LLC
2222 Sedwick Road
Durham, NC 27713
TIN#: 35-2553958



Bank

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2868-MTD29000092517001722-000000



DONZIGER AND ASSOCIATES PLLC
245 W 104TH ST
NEW YORK , NY. 10025-0000

To: DONZIGER AND ASSOCIATES PLLC

In accordance with your instructions, we have DEBITED your
account #; *****8783 for USD \$4905.44 on 09/25
/2017.

If you have any questions, please contact your nearest TD Bank Branch or call 1-888-751-9000.

The Wire transfer equivalent of CAD 5,864.95

Exchange rate: 0.8364

A wire transfer fee in the amount of \$40.00 has been deducted from your account.

Sender Reference: 09221705444855LN

* * *

Beneficiary:

Rex Weyler

Address:

822 Austin Dr

Mansons Landing Canada

Beneficiary Bank:

Royal Bank Of Canada

Address:

10Th Street And Sasamat

Vancouver Canada

* * *

Originator Bank Info:

Bank to Bank info fields: {6500} Pay Invoice*

THANK YOU FOR CHOOSING TD BANK



Page 01

Member FD Bank N.A.

Invoice

Law Offices of Steven R. Donziger
245 West 104th Street, #7D
New York, NY 10025

2/5/2018
Do not pay until
SRD approval.

**Partial reimbursement for legal and consultative services and
expenses/Ecuador environmental case**

2013-2017

Due: \$200,000.00

Wire \$150,000:

Steven Donziger
TD Bank
2831 Broadway, New York, NY
Account # 4273938783
RTN 026013673
Swift Code NRTHUS33XXX

Wire \$50,000:

Laura B. Miller
Citibank
Account # 33346374
RTN: 0210-0008-9
Swift Code CITI US 33

Transfer Submitted

[close window](#)

[Print this Page](#)

Transfer status: In Process

Order Number: 221092316

Transfer Accounts

From: CWP Associates : Avail. Bal **REDACTED**

To: Forum Nobis (Citibank)

Transfer Details

Send amount

Send amount: \$10,000.00

Additional fee: \$30.00

Transfer description

legal fees

Transfer dates

Frequency: One time, immediately

Delivery speed: Same Day

Start on date: 01/12/2018

Estimated delivery date: 01/12/2018

Note: The receiving bank may make funds available later than this.

Send email to recipient

Email to:

Email from:

Subject:

Message:

Transfer on behalf of

Name:

ID:

Email:

Street address:

City:

https://transfers.bankofamerica.com/jsp/bofa/transfer_printable_version.jsp?isConfirm=fal... 1/12/2018

Aaron legal fees

FORUM NOBIS

PLLC

INVOICE FOR PROFESSIONAL SERVICES

DATED: January 9, 2018**SERVICES DATED:** August 1, 2017 - January 12, 2018**\$10,000.00****STEVEN R. DONZIGER**

245 W. 104th St, #7D

New York, NY 10025

sdonziger@donzigerandassociates.com

FORUM NOBIS PLLC

513 Capitol Court NE

Washington, D.C. 20002

Tel. 202-618-2218

aaron@forumnobis.org

*pd
1/12/18
KS***MATTER(s):** Ecuador**FEES**

DATE	ITEM	HOURS	TOTAL
Aug to Dec 2017	FOR PROFESSIONAL SERVICES RENDERED		\$2,500.00
Jan 12 - Feb 9, 2018	RETAINER (Approx. 75% of full-time)		\$7,500.00
	Total		\$10,000.00

EXPENSES

DATE	ITEM	QUANTITY	TOTAL
	[incorporated]		

Net Total -

TOTAL \$10,000.00**PAYMENT DETAILS****Name of Beneficiary:** Forum Nobis PLLC / Aaron Marr Page**Name of Bank:** Citibank NA**Address:** 1000 Vermont Ave NW, Washington, D.C. 20005**Account Number:** 009250571194**Routing Number:** 254070116**SWIFT:** CITIUS33**OTHER INFORMATION**

Aaron Marr Page

Tel. 202-618-2218

Fax 202-499-1370

<http://forumnobis.org>

aaron@forumnobis.org

FORUM NOBIS

PLLC

ACCOUNT STATUS

DATED: August 16, 2017**-\$2,500.00****BALANCE:****STEVEN R. DONZIGER**

245 W. 104th St, #7D

New York, NY 10025

sdonziger@donzigerandassociates.com

FORUM NOBIS PLLC

513 Capitol Court NE

Washington, D.C. 20002

Tel. 202-618-2218

aaron@forumnobis.org

TRUST ACCOUNT

DATE	TRANSACTION	AMOUNT	BALANCE
1-Aug-17	Outstanding balance	-912.50	-912.50
16-Oct-17	Payment	15,000.00	14,087.50
9-Jan-18	Agreed charges re Fall 2017 work and expenses	-16,587.50	-2,500.00
BALANCE			-2,500.00

PAYMENT DETAILS**Name of Beneficiary:** Forum Nobis PLLC / Aaron Marr Page**Name of Bank:** Citibank NA**Address:** 1000 Vermont Ave NW, Washington, D.C. 20005**Account Number:** 009250571194**Routing Number:** 254070116**SWIFT:** CITIUS33**OTHER INFORMATION**

Aaron Marr Page

Tel. 202-618-2218

Fax 202-499-1370

http://forumnobis.org

aaron@forumnobis.org

CWP ASSOCIATES

1002

Wilson-EPES Printing

1/12/2018

1,143.00

CWP Associates

Invoice 0028724/Donziger

1,143.00

CWP ASSOCIATES

1002

Wilson-EPES Printing

1/12/2018

1,143.00

CWP Associates

Invoice 0028724/Donziger

1,143.00



WILSON-EPES PRINTING
CO., INC.

Steven Donzinger
245 W. 104th Street, #7D
New York, NY 10025

775 H Street, NE
Washington, DC 20002
Tel: (202) 789-0086
briefs@wilsonepes.com
www.wilsonepes.com

Invoice

Invoice No: 00028724
Invoice Date: 05/31/2017
Order No:
Account No: GUPTAWES

Quantity	Description	Sub Total
50	C/R Reply (Donzinger v. Chevron), #16-1178	\$1,143.00

TERMS: Due Upon Receipt

Checks are made payable to Wilson-Epes Printing Co., Inc.

Please contact robyndonev@wilsonepes.com for any questions or additional payment options.

Sub Total: \$1,143.00
Tax: \$0.00
Amount Due: \$1,143.00

Transfer Submitted

[close window](#)

[Print this Page](#)

Transfer status: In Process

Order Number: 221947770

Transfer Accounts

From: CWP Associates : Avail. Bal **REDACTED**

To: Steven Donziger (TD Bank)

Transfer Details

Send amount

Send amount: \$25,000.00

Additional fee: \$30.00

Transfer description

Transfer dates

Frequency: One time, immediately

Delivery speed: Same Day

Start on date: 01/24/2018

Estimated delivery date: 01/24/2018

Note: The receiving bank may make funds available later than this.

Send email to recipient

Email to:

Email from:

Subject:

Message:

Transfer on behalf of

Name:

ID:

Email:

Street address:

City:

State:

https://transfers.bankofamerica.com/jsp/bofa/transfer_printable_version.jsp?isConfirm=fal... 1/24/2018

Invoice

Law Offices of Steven R. Donziger
245 West 104th Street, #7D
New York, NY 10025

**Legal and consultative services/Ecuador environmental case
December 2017**

Due: \$25,000.00

Wire info:

**Steven Donziger
TD Bank
2831 Broadway, New York, NY
Account # 42733938783
RTN 026013673
Swift Code NRTHUS33XXX**

Transfer Submitted

[close window](#)

[Print this Page](#)

Transfer status: In Process

Confirmation Number: 222903924

Transfer Accounts

From: CWP Associates : Avail. Bal **REDACTED**

To: Donziger and Associates PLLC (TD Bank)

Transfer Details

Send amount

Send amount: \$25,000.00

Additional fee: \$10.00

Transfer description

Transfer dates

Frequency: One time, Immediately

Delivery speed: Next Business Day

Delivery method: ACH

Start on date: 02/02/2018

Estimated delivery date: 02/05/2018

Note: The receiving bank may make funds available later than this.

Send email to recipient

Email to:

Email from:

Subject:

Message:

Transfer on behalf of

Name:

ID:

Email:

Street address:

City:

https://transfers.bankofamerica.com/jsp/bofa/transfer_printable_version.jsp?productClassPo... 2/2/2018

Invoice

Law Offices of Steven R. Donziger
245 West 104th Street, #7D
New York, NY 10025

Legal and consultative services/Ecuador environmental case
January 2018

Due: \$25,000.00

*pd 2/2/2018
Att pmt 2/5/18*

Wire info:

Steven Donziger

TD Bank

283 I Broadway, New York, NY

Account # 4273938783

RTN 026013673

Swift Code NRTHUS33XXX



University of Calgary Banking Information Request Form

**Accounts
Receivable**
2500 University Drive NW
Calgary, AB
T2N 1N4
arhelp@ucalgary.ca

SECTION 1 Requestor Info	
Date of Request: 3/9/2018	Requested By: Law office of Steven R. Donziger
Phone Number: 417-817-3512	E-mail Address: sdonziger@donzigerandassociates.com
SECTION 2 Department Info	
Department Name:	Faculty:
SECTION 3 Customer Contact Information	
Customer Legal Name:	Law office of Steven R. Donziger - CWP Associates
Customer Contact Person:	Kate Sullivan
Customer Phone Number:	417-817-3512
Customer E-mail Address:	Kate@streamlinefamilyoffice.com
SECTION 4 Additional Information	
PeopleSoft Invoice Number(s):	
PeopleSoft Customer ID Number:	
If PeopleSoft Invoice not created, attach copy of document provided to customer: Invoice Copy Attached? yes	
If funds are a donation, does the donor wish to remain anonymous?	
Expected Payment Amount: 25,000 -	Currency: CAD
SECTION 5 Special Notes or Instructions	
Nov 2018 Conference: Indigenous Solutions to Environmental Catastrophe # 60-25610-RT693480-00001	
Accounts Receivable Office Use Only	
Date Request Received:	Request Approved By:
Date Request Approved:	

Business Online Banking

Streamline Family Office Inc. Profile & Settings Sign Out

How can we help you?

[Accounts](#) | [Bill Pay](#) | [Transfer | Send](#) | [Business Services](#) | [Special Offers & Deals](#) | [Tools & Investing](#) | [Open an Account](#) | [Help & Support](#)

Send money to/from other banks, or to someone else using an account number

[Make Transfer](#) | [Transfer Activity](#) | [Add Account/Recipient](#) | [Manage Accounts/Recipients](#)

Your transfer is on the way.



Once the transfer is processed, you'll receive an email with a confirmation number.

From: xxxxxxxx9138

To: xxx9293

Description: conference deposit

Transfer Amount

Sender

30 SPRINGDALE AVE
DOVER, MA 02030

Confirmation Code: 225860056

Transfer Amount

Transfer Fees

Total:

Exchange Rate: US \$1.00 = 1.2504 CAD

Total to recipient

Recipient

University of Calgary
2500 University Drive NW
Calgary, CANADA T2N1N4 CA

\$19,993.60

\$35.00

\$20,028.60

25,000.00 CAD

[Make Another Transfer](#)[Secure Area](#)

Quick Help

Use this screen to obtain your confirmation number.

[What pay did I?](#)[Obtain your confirmation number and print a copy](#)[Make another transfer.](#)[More information about transfers](#)
[Locations](#) | [Contact Us](#) | [Invest with Openvest](#) | [Privacy & Security](#) | [Online Banking Service Agreement](#) | [Advertising Practices](#)

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Are Not FDIC Insured

Are Not Bank Guaranteed

May Lose Value

Are Not Deposits

Are Not Insured By Any
Federal Government AgencyAre Not a Condition to
Any Banking Service or Activity

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https://transfers.bankofamerica.com/jsp/bofa/receive_transfer_dfie_gen3.jsp?processAction... 3/9/2018

Invoice

The Law Offices of Steven Donziger
 245 W. 104th St.
 New York, NY 10025
 United States

Inv. 1

2018

RE: November 2018 Conference: Indigenous Solutions to Environmental Catastrophe

DATE	DESCRIPTION	AMOUNT
December 8 to February 26, 2018	Preparations for conference, including meetings, deposit on venue and other initial expenses.	\$25,000.00

Total:
\$25,000.00

Please make cheque payable to:
 The University of Calgary: Group for Education and Human Rights



**Financial Operations
Accounts Receivable**
4th Floor, MLT
2500 University Drive NW
Calgary AB T2N 1N4
ARHelp@ucalgary.ca
(403)220-5611

UNIVERSITY OF CALGARY BANKING INFORMATION
CANADIAN DOLLAR ACCOUNT

This document contains CONFIDENTIAL INFORMATION, which must not be released to a third party or any person within the University of Calgary external to Central Accounts Receivable.

All payment notifications must be sent to ARHelp@ucalgary.ca, and must contain the date, amount of payment, contact information for the issuing entity and one or more of the following criteria:

- University of Calgary Invoice Number
- University of Calgary Project Number
- Conference Name
- Student ID
- University of Calgary Contact Name

Please remit funds to the following Bank Account:

Beneficiary: University of Calgary
Royal Bank of Canada
335 – 8th Avenue SW, Calgary AB
Bank #: 003
Transit #: 00009
Account #: 106-929-3
Swift Code: ROYCCAT2

AUTHORIZED ACCOUNT SIGNATORY INFORMATION

University of Calgary Treasurer and Director of Investments

Authorized Signature:

Printed Name:

Jalyn Perrot
JALYN PERROT

Katie Sullivan

From: Online Transfers from Bank of America
<bankofamericatransfers@mail.transfers.bankofamerica.com>
Sent: Tuesday, March 13, 2018 4:10 PM
To: Katie Sullivan
Subject: Your Same Day wire transfer was successfully sent

We have successfully sent the following transfer:

Item #: 226141900
Amount: \$75,000.00
To: Donziger and Associates PLLC
Fee: 30.00
Send on Date: 03/13/2018
Service: Same Day

If there is a problem with executing your request, we will notify you both by email and on the Manage Accounts tab. You can always check your transfer status on the Review Transfer screen at www.bankofamerica.com.

Sincerely,

Member Service

www.bankofamerica.com

*\$250 service fee
\$50,000 refund
\$75,000 total*

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<http://www.bankofamerica.com/help/equalhousing.cfm>

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This email was sent to: katie@streamlinefamilyoffice.com

Katie Sullivan

From: Katie Sullivan
Sent: Monday, March 12, 2018 6:26 PM
To: Katie Sullivan
Subject: Print

Invoice

Law Offices of Steven R. Donziger
245 West 104th Street, #7D
New York, NY 10025

Date: March 11, 2018

**Partial Expense Reimbursement/Ecuador environmental case
2015, 2016, 2017**

Due: \$50,000.00

Wire \$50,000:

Steven Donziger
TD Bank
2831 Broadway, New York, NY
Account # 42733938783
RTN: 026013673

Invoice

Law Offices of Steven R. Donziger
245 West 104th Street #7D
New York, NY 10025

Invoice, February 2018
Due: \$25,000.00

Wire \$25,000.00:

Steven Donziger
TD Bank
2831 Broadway, New York, NY
Account # 42733938783
RTN: 026013673

Transfer Submitted

[close window](#)

[Print this Page](#)

Transfer status: In Process

Confirmation Number: 226230644

Transfer Accounts

From: CWP Associates : Avail. Bal **REDACTED**

To: Forum Nobis (Citibank)

Transfer Details

Send amount

Send amount: \$7,500.00

Additional fee: \$10.00

Transfer description

Transfer dates

Frequency: One time, immediately

Delivery speed: Next Business Day

Delivery method: ACH

Start on date: 03/14/2018

Estimated delivery date: 03/15/2018

Note: The receiving bank may make funds available later than this.

Send email to recipient

Email to:

Email from:

Subject:

Message:

Transfer on behalf of

Name:

ID:

Email:

Street address:

City:

https://transfers.bankofamerica.com/jsp/bofa/transfer_printable_version.jsp?productClassP... 3/14/2018

FORUM NOBIS

PLLC

INVOICE FOR PROFESSIONAL SERVICES

DATED: March 5, 2018**\$7,500.00****SERVICES DATED:** Feb. 9 - March 9, 2018**STEVEN R. DONZIGER**

245 W. 104th St, #7D

New York, NY 10025

sdonziger@donzigerandassociates.com

FORUM NOBIS PLLC

513 Capitol Court NE

Washington, D.C. 20002

Tel. 202-618-2218

aaron@forumnobis.org

MATTER(s): Ecuador**FEES**

DATE	ITEM	HOURS	TOTAL
Feb 9 - March 9, 2018	FOR PROFESSIONAL SERVICES RENDERED		\$7,500.00

Total \$7,500.00

EXPENSES

DATE	ITEM	QUANTITY	TOTAL
	[incorporated]		

Net Total

TOTAL \$7,500.00**PAYMENT DETAILS****Name of Beneficiary:** Forum Nobis PLLC / Aaron Marr Page**Name of Bank:** Citibank NA**Address:** 1000 Vermont Ave NW, Washington, D.C. 20005**Account Number:** 009250571194**Routing Number:** 254070116**SWIFT:** CITIUS33**OTHER INFORMATION**

Aaron Marr Page

Tel. 202-618-2218

Fax 202-499-1370

http://forumnobis.org

aaron@forumnobis.org

May to end SRD
3/13/18

Katie Sullivan

From: Online Transfers from Bank of America
<bankofamericatransfers@mail.transfers.bankofamerica.com>
Sent: Friday, March 16, 2018 1:43 PM
To: Katie Sullivan
Subject: Funds Transfer Request #226432268 Has Been Scheduled

We have received the following International wire transfer request on March 16, 2018:

Item #: 226432268
Amount: \$21,158.06
To: University of Calgary
Fee: 35.00
Rate: 1 USD = 1.2767 CAD
Send on Date: 03/16/2018
Service: International

Once your wire is done processing, we will transfer the funds and send you a confirmation receipt via email. You can always check your transfer status on the Review Transfer screen at www.bankofamerica.com.

Sincerely,

Member Service

www.bankofamerica.com

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This email was sent to: katie@streamlinefamilyoffice.com

Invoice

The Law Offices of Steven Donziger
 245 W. 104th St.
 New York, NY 10025
 United States

Inv. 2

2018

RE: November 2018 Conference: Indigenous Solutions to Environmental Catastrophe

DATE	DESCRIPTION
March 12, 2018	Further deposit for venue

AMOUNT**\$27,012.50**

*approved by 3/16/18
 SRD*

Total:
\$27,012.50

USD \$31,138.00

Please make cheque payable to:
 The University of Calgary: Group for Education and Human Rights.

Katie Sullivan

From: Kathleen Elizabeth Mahoney <kmahoney@ucalgary.ca>
Sent: Monday, March 12, 2018 3:21 PM
To: Katie Sullivan
Cc: Steven Donziger
Subject: FW: UOA1811 -- November 9-12, 2018 Indigenous Solutions to Environmental Catastrophe -
Attachments: UOC1811 Revised Contract.pdf; Invoice March 2018 to SDonziger.pdf
Importance: High

Dear Katie,

The dean of University of Calgary is wanting to have the full contract amount for the Banff center of 50k in the account because he fears if the conference was cancelled for some reason, the terms of the contract would put the faculty on the hook for the amount of the contract. Please see Page 4 of 14 in the revised contract that refers to this. I've attached an invoice for the amount of \$27, 012.50.

Best regards,

Michelle Davis, BAMus
Assistant to Professor Kathleen Mahoney, QC
Tel: (403) 239-8982
Fax: (403) 208-1714

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EXHIBIT 26

i582che1

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

-----x

3 CHEVRON CORPORATION,

4 Plaintiff,

New York, N.Y.

5 v.

11 Civ. 691(LAK)

6 STEVEN DONZIGER, *et al.*,

7 Defendants.

8 -----x

Argument

9 May 8, 2018

4:40 p.m.

10 Before:

11 HON. LEWIS A. KAPLAN,

12 District Judge

13
14 APPEARANCES

15
16 GIBSON, DUNN & CRUTCHER, LLP

17 Attorneys for Plaintiff

18 BY: RANDY M. MASTRO

19 ANDREA E. NEUMAN

ANNE CHAMPION

ALEJANDRO A. HERRERA

20 STERN & KILCULLEN, LLC

21 Attorneys for Plaintiff

22 BY: HERBERT J. STERN

23 STEVEN R. DONZIGER

24 Pro Se Defendant

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(Case called)

THE DEPUTY CLERK: Plaintiff, are you ready?

MR. MASTRO: Randy Mastro, from Gibson Dunn, for the plaintiff. Ready, your Honor.

THE COURT: Mr. Mastro.

THE DEPUTY CLERK: Defendant, are you ready?

MR. DONZIGER: Steven Donziger. I'm ready.

THE COURT: Mr. Donziger.

The motion for an extension that Mr. Donziger made with respect to the discovery motion Chevron brought on recently I have granted.

Mr. Mastro.

MR. MASTRO: Thank you, your Honor.

We are here, your Honor, today on an application to hold Mr. Donziger in contempt. May I hand up some charts that I may use during the presentation, your Honor?

Thank you, your Honor.

You know, your Honor, I am reminded of that famous Yogi Berra saying, "It's like *déjà vu* all over again," Mr. Donziger not complying with court orders, Mr. Donziger stonewalling on discovery. But, your Honor, we are well past the point where Mr. Donziger has to comply with this court's judgment in this case rendered back in 2014.

Now, your Honor, there are -- the very purpose of that judgment, as your Honor explained in your RICO decision, was

i582chel

1 that the Lago Agrio judgment was obtained by, your Honor's
2 words, corrupt means, and the defendants, Mr. Donziger and the
3 two LAP representatives, quote, may not be allowed to benefit
4 from that in any way.

5 Now, your Honor entered a judgment on March 4, 2014,
6 that had three fundamental elements:

7 Paragraph 1 imposing a constructive trust on all
8 property that Donziger has received or hereafter may receive,
9 directly or indirectly, traceable to the judgment, and that
10 Donziger shall, under that paragraph 1, transfer and forthwith
11 assign to Chevron all such property that he has now or
12 hereafter may obtain.

13 THE COURT: Look, I think I can spare you a lot of
14 talk. I have some familiarity with this case.

15 MR. MASTRO: Yes, you do, your Honor.

16 So I will race ahead only to say, as your Honor, I
17 think, knows, the first element of the contempt is that there
18 has been no such assignment and there has been no, consistent
19 with paragraph 3 of your Honor's judgment, execution of the
20 stock power transferring to Chevron all rights, title, and
21 interest in his Amazonia shares.

22 THE COURT: Why did it take you so long to get here
23 about that?

24 MR. MASTRO: Your Honor, in -- it's a fair question,
25 your Honor. The fact of the matter is that we have been

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1 pursuing multiple remedies in that regard, and I don't think
2 his contempt is any less important or actionable because we
3 coupled that contempt with a second contempt of which we only
4 became aware more recently.

5 And your Honor in that regard, about the Amazonia
6 shares, there is no factual dispute, and Mr. Donziger has, in
7 fact, not signed over his interests in the judgment or his
8 Amazonia shares. In fact, your Honor gave him certain relief
9 to deposit them in the registry of the court. We have, in
10 fact, written to your Honor letters over this past three-year
11 period occasionally bringing up the issue of Mr. Donziger not
12 complying with depositing the Amazonia shares, and we now bring
13 that to the court's attention as a matter warranting contempt
14 sanctions because it is now coupled with another, in our view,
15 egregious violation of your Honor's judgment and the injunction
16 that your Honor imposed. And that really goes, your Honor, to
17 paragraph 5 of the judgment. Paragraph 5 relates to paragraph
18 1, but it has its own force and effect as well.

19 Donziger and the LAP representatives, as your Honor
20 knows, were enjoined from undertaking any acts to monetize the
21 judgment, and that could include, without limitation, selling,
22 assigning, pledging, transferring, or encumbering any interest
23 therein.

24 Now, your Honor, Mr. Donziger has, we learned
25 recently, still been engaged in the process of attempting to

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1 sell interest -- pledge interests in the Ecuadorian judgment in
2 exchange for investor funding. In essence, doing that which,
3 as Mr. Donziger put it in his opposition brief, admitting he
4 has been doing this, he calls it the fundraising at issue
5 concerns interests, his words, in the Ecuadorian judgment,
6 being pledged for investment purposes.

7 Now, your Honor, he thinks or argues, I don't see how
8 he could not realize it is so clear and unambiguous, that
9 because that is fundraising by pledging, his word, interests in
10 the Ecuadorian judgment for investment purposes that somehow
11 absolves him from the direct prohibition your Honor entered
12 under paragraph 5.

13 But he admits too much. He does not deny that he did
14 this with Elliott and has been doing it with others, trying to
15 pledge interests in the judgment in exchange for investments,
16 to be able to enforce and monetize the judgment. And your
17 Honor's provision under paragraph 5 of the judgment couldn't be
18 clearer. He is undertaking acts, any acts to monetize by
19 pledging any interest in the judgment. By his own words, he
20 admits to trying to pledge interests to potential investors for
21 investment purposes to, in essence, sell or pledge interests in
22 the judgment to get money to be able to enforce and monetize
23 the judgment.

24 Now, your Honor, this seems to me such a clear
25 violation, but I have to go to what Mr. Donziger raises as his

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1 excuses or defenses to the violation in the injunction, and
2 this has been made easier, your Honor, because Mr. Donziger
3 doesn't deny, nor could he, given the sworn testimony of an
4 Elliott witness and the handwritten notes and materials that
5 were provided pursuant to subpoena, but he admits he is doing
6 this with Elliott and potentially others and has been doing it
7 in recent months. He says, well, I can't sell or pledge my
8 interest. I guess he means his contingent fee, his 6.3 percent
9 contingency fee, the percentage he is entitled on anything
10 that's collected. The LAPs can't pledge their interest, the
11 two LAP representatives, but the judgment, and he admits, it
12 prohibits monetization of his and Messrs. Camacho and
13 Payaguaje's interest. But he says, you know, I -- that doesn't
14 preclude other interests from being pledged.

15 Now, your Honor, I suggest to you that that is
16 sophistry and it is not consistent in any way, shape, or form
17 with the express prohibition on him, quote, undertaking any
18 acts to monetize the judgment by selling, assigning, or
19 pledging any interests in the judgment. It is not so limited.
20 Your language was as broad as could be and, your Honor,
21 Mr. Donziger's only bargaining chip in negotiation with
22 potential funders that he did personally, this is not some
23 other ally of the Ecuadorian litigation effort, this is him
24 personally, the enjoined party, his only bargaining chip was to
25 pledge an interest in future enforcement proceeds in the

i582chel

1 judgment in exchange for current funding from an investor in
2 order to be able to enforce and monetize the Ecuadorian
3 judgment. That's exactly what your Honor's injunction
4 prohibited.

5 Now, he raises your Honor's April 25, 2014 order.
6 And, again, your Honor is more familiar with that order than
7 anyone in this courtroom, but if I can take just one moment to
8 say what I think the order clearly provided for and the context
9 in which it arose.

10 Mr. Donziger argued at the time -- there was an
11 attempt to get a stay pending appeal. Mr. Donziger argued at
12 the time that the injunction could have, you know, prevented
13 him from working on the case, being paid for his work on the
14 case. Your Honor flatly rejected that argument and said that
15 it prevented him from, quote, benefiting personally from
16 property traceable to the fraudulent judgment.

17 And your Honor went on to explain that the judgment,
18 including paragraph 5, the operative paragraph here, deprived
19 Donziger of the ability to profit in any way from the Lago
20 Agrio judgment he obtained by fraud. Your Honor made very
21 clear, quote, the point of paragraph 5 was to prevent Donziger
22 and the two LAP representatives from avoiding the effect of the
23 constructive trust you imposed in paragraph 1 of the injunction
24 and judgment, that he was supposed to have assigned to Chevron
25 by selling, assigning, or borrowing on their interests in the

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1 Lago Agrio judgment, and thus at least confusing the issue of
2 traceability. That's what your Honor wrote at page 10, and
3 went on to say that paragraph 5 expressly prohibited him from
4 monetizing or profiting from the judgment, including the
5 selling, assigning, or pledging of any interest.

6 In other words, Donziger may not benefit from the
7 personal use of funds obtained by selling, assigning, or
8 pledging any interest in the judgment which would necessarily
9 be traceable to the judgment. Of course selling an interest in
10 the judgment to an investor is traceable to the judgment. And
11 of course Mr. Donziger, then using those funds personally,
12 whether it is to advance a litigation interest or he has a 6.3
13 percent contingency fee or lining his pockets, as some of his
14 own clients back in Ecuador, your Honor will recall, charged
15 him with during the trial, that he had misused and mismanaged
16 millions of dollars in funds. Either way, it is his personal
17 use, a selling or a pledging of an interest in the judgment
18 that he was not allowed to benefit from.

19 Now, your Honor -- your Honor went on, and I think
20 this made it crystal clear, your Honor went on to address the
21 argument that was made by the two LAP representatives in
22 seeking a stay pending appeal. They argued specifically, and
23 your Honor recognized it, that the litigation against Chevron
24 has been funded by investors in exchange for shares of any
25 eventual recovery. That was on page 11 of your Honor's April

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1 2014 decision. And here is where your Honor made it as crystal
2 clear as could be, in response to the LAPs' argument, when they
3 said, We will no longer be able to do that, the two LAPs, your
4 Honor said -- and that the litigation effort of the LAP group
5 as a whole and their allies would be stymied, and they wouldn't
6 be able to pursue their appeal, your Honor said, no. Your
7 Honor said nothing in the New York judgment prevents the LAPs,
8 other than the two LAP representatives who are named in the New
9 York judgment, and their allies from continuing to raise money
10 in the same fashion. That's on page 12. In other words, your
11 Honor could not have made --

12 THE COURT: So, in other words, to cut to the chase of
13 what I take to be your argument --

14 MR. MASTRO: Yes, your Honor.

15 THE COURT: -- and viewing the horizon as it existed
16 then, not as it exists today, when there is now also a separate
17 judgment against the other LAPs --

18 MR. MASTRO: Precisely, your Honor.

19 THE COURT: -- which is not at issue on this motion,
20 but is there, the essence of the point is the other 45 of the
21 Lago Agrio plaintiffs were at liberty, given the injunction I
22 entered four years ago, to go out and do whatever they wanted
23 to do to raise money, but not Mr. Donziger --

24 MR. MASTRO: Precisely, your Honor.

25 THE COURT: -- regardless of who he is getting the

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1 money for.

2 MR. MASTRO: Correct, your Honor. Your Honor made it
3 crystal clear that Mr. Donziger and the two LAPs were enjoined
4 from doing just that, but the other dozens of LAPs, their other
5 allies, they were not. So your Honor made this crystal clear;
6 and, under those circumstances, to us, it is shocking that
7 Mr. Donziger has continued, apparently with abandon, but
8 certainly we know in the case of Elliott, to have specifically,
9 within recent months, done exactly that which the injunction
10 prohibits.

11 This is not in dispute, your Honor. Mr. Donziger does
12 not dispute it at all. And I note that that effort benefits
13 him personally in any event because he has a contingency fee
14 arrangement where he gets a percentage of whatever is
15 collected.

16 THE COURT: Or so he thinks. It is subject to the
17 trust I imposed.

18 MR. MASTRO: Correct, your Honor. But this is what he
19 is out there selling. As you can see from the very notes of
20 the Elliott meeting where he is touting his 6.3 percent
21 contingency fee interest.

22 Your Honor, this is directly contrary to your Honor's
23 injunction, and I just want to say this, your Honor, before I
24 close, we don't know the full extent, the full egregiousness of
25 the contempt. We have been stonewalled in the discovery, so we

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1 want to continue to receive that discovery because I think the
2 court, in determining the contempt sanction, has a right to
3 know how extensive the contempt has been, and therefore how to
4 remedy it, but that there has been a contempt, that it is clear
5 and unambiguous, and that it is now supported by admissions
6 beyond clear and convincing evidence. He admits it and says, I
7 have the right to do it. Your Honor, it is a contempt.

8 THE COURT: Mr. Donzinger, are you rising because you
9 want to say something or are you rising because you have a
10 medical problem.

11 MR. DONZIGER: Out of respect for you, but I would
12 like to say something.

13 THE COURT: Well have a seat. You will get your
14 chance.

15 MR. MASTRO: So, your Honor, we are here today to ask
16 your Honor to hold Mr. Donzinger in contempt, to compel him to
17 provide discovery of the extent of his contempt, as well as to
18 his assets in connection with the money portion of the
19 judgment. He has stonewalled us on the discovery entirely.

20 THE COURT: Okay.

21 MR. MASTRO: But we ask your Honor to hold
22 Mr. Donzinger in contempt, and then we will subsequently ask
23 your Honor to please impose appropriate civil contempt
24 sanctions that coerce him to comply with this court's orders.

25 And I have to say one other thing, your Honor, I asked

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1 Mr. Donziger today, before he rises, please come here today,
2 bring the Amazonia shares that you don't deny you have, bring
3 the packet of materials offered to provide the folks at Elliott
4 about the opportunity for them to buy an interest in the
5 judgment. I asked him to bring those just as a sign of good
6 faith that they could be compelled today. We came with
7 assignment documents with us for him to assign his interest in
8 the judgment as your Honor directed several years ago. And I
9 hope your Honor --

10 THE COURT: I don't remember that part.

11 MR. MASTRO: Your Honor, it is at the end of paragraph
12 1 in the judgment, that you shall transfer and forthwith assign
13 to Chevron all such property in connection with the
14 constructive trust. It includes any interest he has received
15 or may receive directly or indirectly. You know, that
16 obviously hasn't happened, your Honor. But I simply suggest
17 that when Mr. Donziger rises, I hope he will explain why he has
18 or hasn't brought those documents with him, and I hope he will
19 be made to produce them if he hasn't brought them with him
20 today.

21 Thank you very much, your Honor. Appreciate all the
22 time.

23 THE COURT: I have a question or two for you.

24 MR. MASTRO: Certainly, your Honor.

25 THE COURT: I'm a little bit confused about -- I

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1 understand the contempt part of the contempt application with
2 respect to paragraph 3. I'm not entirely clear on paragraph 5
3 in this respect. Are you asking me to proceed to adjudicate
4 the contempt application with respect to whatever exactly
5 happened with Elliott Management and to give you discovery and
6 then conceivably proceed to further contempt proceeding in
7 relation to whatever else, if anything, occurred, or are you
8 asking me for discovery first and the opportunity to make as
9 full a record as you can with respect to paragraph 5 and then
10 deal with that full record?

11 MR. MASTRO: Your Honor, I think the contempt as to
12 Elliott has been established now by admission, and Mr. Donziger
13 has suggested, in responding, that he is engaged in a broader
14 array of activity. I think that, therefore, your Honor is in a
15 position today to issue a contempt finding in relation to
16 Elliott based on the admitted record and conduct, but your
17 Honor then would have to determine what is the appropriate
18 remedy for the contempt. And I think in order to be able to do
19 that, your Honor and we need to be able to present your Honor
20 with the discovery evidence of the full extent of his contempt.
21 Who else besides Elliott has he done this with? How has he
22 been doing it? And your Honor can fashion a remedy.

23 THE COURT: Look, I don't understand that distinction.
24 There is an injunction, and he either violated it on this
25 occasion he didn't. And if there are other occasions, he

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1 either violated it or he didn't. He is subject to the
2 injunction. He is subject to the panoply of contempt remedies
3 in the event there is a violation.

4 What is it that you can imagine asking me to do down
5 the road, assuming there is a contempt on paragraph 5, that you
6 can't explain to me now?

7 MR. MASTRO: Your Honor, I would say it falls into two
8 categories.

9 One, your Honor, is that we know the approach with
10 Elliott. We don't know what his conduct was with other
11 potential investors as to which a remedy should be fashioned
12 that may have been somewhat of a different approach.

13 Number two, we don't know whether he succeeded during
14 this period in actually obtaining funding. So therefore, the
15 remedy that your Honor might order -- let's say he raised 5
16 million from investors and he now has control over that amount
17 of money. You have a right to know, we have a right to know
18 that he has now had personal use of that money by selling
19 interests in the judgment in violation of your Honor's
20 judgment, and that your Honor would then be in a position to
21 issue a contempt sanction of a very different kind, not simply
22 barring him from doing this in the future and holding him in
23 contempt, but actually other remedies about him having to
24 disgorge that money.

25 So I think, your Honor, I have to say this, we need

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1 the discovery. I think your Honor has a right to that
2 discovery. If your Honor were to decided to that you prefer to
3 have the benefit of that discovery first before making a
4 decision on the contempt, even though we think he has admitted
5 his contempt about Elliott, I understand and respect whatever
6 the court wants to do, but I think your Honor has a right to
7 know, in fashioning the remedy, how extensive the conduct has
8 been and what the results of the conduct have been, that you
9 can fashion an appropriate remedy to address his contempt if he
10 is he has actually succeeded at all, how he has been doing it
11 and what kind of steps you would want to take to make sure he
12 doesn't do it anymore and undoes the damage he has done by
13 having violated your Honor's order, including potentially
14 having raised money illegally during this period of time in
15 violation of your Honor's order.

16 THE COURT: I still don't quite have your position on
17 whether you want me, assuming it is not quite as clear-cut as
18 you do and I'm not saying whether I do or not, to wait on the
19 Elliott Management issue until you have pursued discovery or
20 not.

21 (Continued on next page)
22
23
24
25

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1 MR. MASTRO: Your Honor, I think that it's imperative
2 that you understand the full extent of Mr. Donzinger's contempt
3 and whether he's actually been successful in some of these
4 efforts which are such blatant violations of your Honor's
5 orders and then be able to issue appropriate contempt
6 sanctions.

7 I simply say, your Honor, that the Elliott contempt to
8 us is already a clear violation of your Honor's orders, but we
9 believe that discovery will reveal even more egregious
10 violations and perhaps even successful fundraising, selling off
11 interest in the judgment, and the remedy under those
12 circumstances would have to be even more extensive to address
13 the contempt than the Elliott situation alone.

14 So, your Honor, we definitely want the discovery. So
15 if your Honor believes that it would be an aid to the Court for
16 the discovery to be had before your Honor rules on the
17 contempt, we understand that and accept that, because we
18 definitely want to have that discovery and the benefit of
19 giving you a full record.

20 THE COURT: OK. Thank you.

21 Your turn, Mr. Donzinger.

22 MR. MASTRO: Your Honor, Amazonia is, of course --

23 THE COURT: Separate. I understand that.

24 MR. MASTRO: And that's ready for resolution.

25 THE COURT: I understand that.

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1 MR. MASTRO: Thank you.

2 Thank you, Mr. Donzinger. Sorry.

3 MR. DONZINGER: Your Honor, good afternoon.

4 Mr. Mastro could not be more wrong, and I'm going to tell you
5 why.

6 Chevron exhibited tremendous bad faith in its initial
7 motion to hold me in contempt by citing the wrong order. They
8 cited your originally RICO judgment rather than the
9 clarification order that you issued on my motion on April 25,
10 2014.

11 THE COURT: Mr. Donzinger, that was not a
12 clarification order. That was a ruling on a motion for a stay
13 pending appeal.

14 MR. DONZINGER: Be that as it may, in that order you
15 made it explicit that my clients in Ecuador were allowed to
16 sell their shares in the judgment to finance litigation
17 expenses, that is, to sell shares to investors in anticipation
18 of some sort of future collection, and you distinguished
19 between doing that and actually selling shares that I owned
20 myself to profit personally.

21 And they have not met their burden. They haven't
22 presented one iota of evidence. And the Greenwald -- Lee
23 Grinberg affidavit does not make this out. It describes me
24 going to a meeting, trying to sell shares of my clients, not my
25 own shares. There is no evidence. And I promise you if you

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1 got Mr. Grimwald in here to testify, he could provide no
2 evidence, or Ms. Sullivan, that I ever have attempted or ever
3 have sold my shares. I am allowed, if I sell the shares of my
4 clients, to get paid for my work on this case. You yourself
5 said that in the April 25 order and I can quote that right
6 here.

7 You said: "Thus as long as no collections are made in
8 respect to the Lago Agrio judgment," which has never happened,
9 "the New York judgment could not prevent Donzinger from being
10 paid just as he has been paid" -- you put an amount of money in
11 there -- "over the last nine or ten years." I'm going on your
12 guidance from April 25.

13 Further, I feel like I have been acting in full
14 compliance with the order as explained in docket 1801. His
15 little booklet is almost all citing docket 1875. But in 1801,
16 your Honor explicitly said we could sell shares to fund the
17 litigation. You said it in multiple ways.

18 In terms of monetization -- let me just cite one other
19 quote. You said on page 3 of the judgment, 1801:

20 "Significantly, the New York judgment did not restrict the
21 other LAPs, who remain free to sell, assign, or transfer their
22 interests, if any, in the Lago Agrio judgment and to seek to
23 enforce it anywhere in the world."

24 I'm selling, as an intermediary, the points or the
25 aspects of the judgment that are held by my clients. I am not

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1 selling my own shares, because that obviously is prohibited by
2 your Honor's RICO judgment.

3 On page 7, you write -- you distinguish between a
4 contingency fee and being paid a retainer from selling -- from
5 generating investments to sell --

6 THE COURT: You're going to have to clarify,
7 Mr. Donzinger, because docket 1801 is a notice by a court
8 reporter of the filing of a transcript. So I don't know what
9 you're referring to.

10 MR. DONZINGER: I'm sorry. It's 1901. My apologies.

11 THE COURT: OK. Thank you.

12 MR. DONZINGER: Anyway, on page 7 of 1901, this is
13 what you wrote: "While any payments of a contingent fee would
14 be traceable to the Lago Agrio judgment, and thus subject to
15 the constructive trust imposed by paragraph 1, the same would
16 not be true of monthly retainer payments unless those payments
17 were traceable to the Lago Agrio judgment."

18 THE COURT: So why wouldn't a retainer payment, the
19 funds for which were raised from an investor in exchange for an
20 interest in the judgment, be directly traceable to the
21 judgment?

22 MR. DONZINGER: Because you made a distinction between
23 funds from collecting on the judgment, that is, as a result of
24 enforcement and then executing, and selling interest to pay
25 litigation expenses to pursue valid enforcement actions in

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1 other jurisdictions, which you yourself said was valid and,
2 obviously, the Second Circuit said was valid and permissible.
3 This is why you wrote, if you think back to four years ago when
4 I raised this issue, you said: At least as long as no
5 collections, that is, collections from enforcing the judgment,
6 are made in respect to the Lago Agrio judgment and funneled
7 to --

8 THE COURT: Suppose you settle the case for
9 \$20 billion. You think that might be a collection within the
10 meaning of what I wrote?

11 MR. DONZINGER: Yes. But there's no settlement.
12 There's no collection.

13 THE COURT: So it doesn't have to be by execution?

14 MR. DONZINGER: I haven't really thought that issue
15 through. All I'll say is there has been no collection on the
16 judgment. There might not ever be a collection on the
17 judgment. You have ruled in the RICO judgment that this
18 judgment can be enforced anywhere in the world except in the
19 United States by me and two other people. That was your
20 ruling.

21 THE COURT: Well, that's your version.

22 MR. DONZINGER: Well, I believe that's your ruling.
23 And then you said the New York judgment would not permit
24 Donzinger from being paid, just as he has been paid at least
25 \$958,000 and likely considerably more over the last nine or ten

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1 years. That is what is happening. I'm not conceding --

2 THE COURT: In what affidavit by you does it explain
3 exactly what's happening?

4 MR. DONZINGER: I don't believe I should be obligated
5 to present evidence because they haven't met any of their
6 burden. What evidence have they presented to show I have sold
7 a single piece of my interest? Zero. And it hasn't happened.
8 I'll make that representation right now.

9 This is an attempt, with all due respect to my friends
10 at Gibson Dunn, it is an attempt to dig into my personal
11 finances, to dig in and figure out who the heck is funding this
12 case and to go subpoena them, as they've already done to
13 Ms. Sullivan, in an effort to dry up our funding. That is why
14 I say at times, even though I know you probably disagree with
15 me, that this is a SLAAP attack. We have a right to pursue
16 enforcement in other countries. That can't happen without at
17 least some money to pay expenses.

18 THE COURT: Mr. Donzinger, lower the temperature.
19 I've heard this SLAAP attack argument for years. You know I
20 don't accept it, and if the name of the game is to catch a
21 fish, at least put the hook near the fish.

22 MR. DONZINGER: I'm not sure I know what you mean by
23 that, but I'll say this: Going back to 1901, you said that the
24 New York -- this is page 10 -- "The New York judgment,
25 including paragraph 5" -- this is the key paragraph on

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1 monetization -- "in fact would deprive Donzinger of the ability
2 to profit from the Lago Agrio judgment that he obtained by
3 fraud," which, by the way, I disagree still. "The practical
4 effect of that, however, is not to prevent him from working on
5 the case, nor to prevent him from being paid his monthly
6 retainer for his labors. It is to prevent him from benefiting
7 personally from property traceable to the fraudulent judgment."

8 That is collection. It is not selling shares to pay
9 litigation expenses.

10 Page 11, 1901: "The litigation against Chevron has
11 been funded by investors in exchange for shares of any eventual
12 recovery." That's how it had been funded prior to the RICO
13 case.

14 And then you write: Nothing in the New York judgment
15 prevents the LAPs, other than the two LAPs named in the
16 judgment, and their allies from continuing to raise money in
17 the same fashion.

18 And then on page 27, you describe your own judgment as
19 "carefully cabined relief." And I will point out, when the
20 Second Circuit affirmed your Honor, they specifically cited to
21 the fact -- this is very unusual because there had never been a
22 RICO case absent damages in the United States, other than maybe
23 one other. It was unusual relief that you granted Chevron in
24 the RICO case compared to any other RICO case.

25 The Second Circuit, I believe if you read their

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1 decision carefully, got comfortable with it precisely because
2 your Honor tailored the relief very narrowly and made it
3 explicit that the Second Circuit's decision that this judgment
4 could be enforced by the Ecuadorians anywhere in the world
5 really prevented exactly what Mr. Mastro and Chevron are
6 seeking here, which is a complete shutdown of the ability of
7 the Ecuadorians -- and I am still their lawyer, OK. I have a
8 right to help my clients fund their own litigation. I have a
9 right, with my client's permission, to be paid for my work.
10 And none of this money violates the RICO judgment. And
11 Mr. Mastro is just wrong. And I really fear for this case,
12 which is making, by the way, tremendous progress in another
13 jurisdiction, but I fear for this case if your Honor grants
14 what Mr. Mastro is seeking. Because at that point this case,
15 which is exactly what they want because they cannot win, in my
16 opinion, on the merits, they want to shut this down through the
17 back door by drying up financing.

18 I have been in full compliance with your Honor's
19 order. I really urge you not to grant their motion to hold me
20 in contempt. This is the sixth time they've tried to do that.
21 They want to wave around that Donzinger was held in contempt.
22 I've had to live with a RICO judgment on me now for many years,
23 sir. It has not been easy. Now they want a contempt citation.

24 This case is playing out around the world, in Canada
25 right now. Your judgment stands on its own. You found fraud,

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1 OK. The evidence is what it is. This ultimately will be
2 reviewed by Canadian courts, and I would urge you to please let
3 this process play out without denying the ability of my clients
4 to continue to fund this action, because I can tell you, and I
5 will represent right here, that I am the lifeline for people in
6 Ecuador to raise money. And I don't want intimidation to the
7 funders that I have had to solicit from this camp, which they
8 have done repeatedly and they did, as you know, during the RICO
9 case with Burford and Russ DeLeon and many others. If that
10 goes down again, which is what they really want to do by
11 getting this discovery, it will be virtually impossible for the
12 indigenous peoples of Ecuador and the farmer communities of
13 Ecuador to raise money to fund this litigation.

14 It's not fair, and that's why I say it's SLAAP,
15 because it really is designed -- I have a right to advocate, no
16 matter what you think of me, and I know you don't have a very
17 high opinion of me. I have a right to continue advocating for
18 my clients, and I have a right to sell their shares to raise
19 money for perfectly legal action in Canada that is progressing,
20 as you know, with three straight appellate court victories in
21 our favor.

22 So I don't get what's happening here. This is an
23 attack on the First Amendment and the ability of me to be a
24 lawyer or an advocate because, as you know, I might not be a
25 lawyer because there's a Bar complaint against me based on your

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1 findings. So I would urge you to take this no further.

2 You know, if -- I'll say this: If you want
3 reassurance from me that I have not sold my interests, there
4 are ways to do that in camera without the Chevron lawyers
5 finding out and starting to subpoena all of the goodhearted
6 individuals who didn't fund me because they like Steve
7 Donzinger, but because they care about the people down there.
8 And not even you dispute those people are living in terrible
9 life conditions as a result of oil pollution. They deserve a
10 chance, sir, to continue fighting this.

11 And, you know, this has gone on now -- I've had to
12 live with RICO thing filed on February 1, 2011. My life
13 changed that day, and it has never recovered. There's only so
14 much that a lawyer should have to take from these types of
15 attacks.

16 If it's your opinion, sir, that I can't raise money, I
17 need clarity, because right now, if you look at 1901 that I'm
18 citing, that is not clear at all. I believe I'm in compliance
19 with 1901 right now. I would urge you to go back and really
20 review that carefully, to think deeply about what I'm saying.

21 You know, paragraph 5, cited by Mr. Mastro, also only
22 applies to collections; it doesn't apply to fundraising. You
23 say in 1901 -- I was concerned with paragraph 5 when I filed
24 that motion way back that your monetization argument prevented
25 me from raising money, and you wrote that the idea that

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1 monetization would prevent financing was so unfounded that it
2 bordered on the irresponsible by me. How can I take away from
3 that anything other than that we are allowed to continue
4 financing? I'm not selling my shares; I'm selling my clients'
5 shares.

6 And by the way, the agreements for these deals are
7 between people in Ecuador who own the judgment and the
8 investors.

9 As regards Amazonia --

10 THE COURT: Who owns the judgment?

11 MR. DONZINGER: What's that?

12 THE COURT: Who owns the judgment?

13 MR. DONZINGER: Well, the Amazon Defense Fund is the
14 beneficiary of the judgment as part of the collective interest
15 of all those affected. So if there is a collection, the fund
16 would flow to the Amazon Defense Coalition, which is known as
17 the FDA in Ecuador, and they would be obligated to use those
18 funds consistent with the Ecuador judgment -- I mean the
19 Ecuador judgment, which would be for cleanup purposes.

20 THE COURT: I'm not exactly sure that was an answer to
21 my question. I don't know whether you meant it to be or not.

22 MR. DONZINGER: Well, when you say who owns the
23 judgment, it's a class action Ecuador style, and it's owned by
24 all the people affected, with the FDA being the nonprofit
25 entity designated by the court to receive the funds. I don't

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1 know if that answers your question or not.

2 THE COURT: Well, let's see.

3 MR. DONZINGER: As regards the Amazonia issue, because
4 there's two separate bases they're arguing where I should be
5 held in contempt, one is this raising money issue, which I just
6 argued; the second issue, the Amazonia issue, I believe, is
7 completely baseless, and I'm going to tell you why.

8 OK. I have never violated your Honor's order. OK. I
9 am a lawyer in good standing of this state and this court as I
10 sit here today. I am not violating court orders. They control
11 Amazonia. They have my shares already.

12 THE COURT: How exactly did that happen?

13 MR. DONZINGER: They sued Amazonia in Gibraltar, as I
14 understand it. And the people who run Amazonia, there's a
15 board of directors, there was an initial attempt to defend, and
16 ultimately they just gave up for whatever reason, lack of
17 resources. And they got a default judgment against Amazonia,
18 and then the entity, as I understand it, was put into
19 liquidation.

20 When I filed my opposition to the contempt motion, I
21 mentioned that I wasn't sure of the status of it because they
22 have never disclosed the status of it, and I assume Mr. Mastro
23 had three banker boxes of stuff from that case delivered to my
24 apartment by 9:00 a.m. the next morning. So somewhere in this
25 massive amount of material, I assume, is the answer to that

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1 question.

2 But I don't think we should play possum here. I think
3 you should ask the Chevron lawyers do they own my shares,
4 because I don't, as far as I know, have a document that has
5 shares on it. However, I will be more than happy to do
6 whatever the Court instructs, because I think this is a
7 completely ridiculous issue.

8 THE COURT: I instructed in 2014. We are all waiting.

9 MR. DONZINGER: Why didn't they pursue it for four
10 years?

11 THE COURT: I asked that question. That's neither
12 here nor there.

13 MR. DONZINGER: Just so you know --

14 THE COURT: You're a lawyer who says he complies with
15 court orders. There is a court order outstanding since 2014
16 that compels you to deliver an executed stock power. I am told
17 it has never happened. You have not denied that.

18 MR. DONZINGER: Well, that's not the end of the story,
19 sir, OK. In 2014 -- this was the problem in 2014. I sent them
20 a letter saying I would be more than happy to negotiate
21 something that would work for both of us.

22 THE COURT: I read the letter, Mr. Donzinger.

23 MR. DONZINGER: OK. They never responded.

24 THE COURT: So what?

25 MR. DONZINGER: I acted in good faith.

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1 THE COURT: So what?

2 MR. DONZINGER: So why are they here now four years
3 later? Because we're winning in Canada?

4 THE COURT: They won. They got a judgment. You made
5 them an offer. They blew it off. Not the first time in legal
6 history, not the last.

7 MR. DONZINGER: Well, I'm representing to you today
8 that I do not believe I have violated the order. I have looked
9 for a way to do it, because had I done that, there would have
10 been all sorts of other problems with divestment. Had I won
11 the case on appeal, number one; number two, I ran into problems
12 with my clients because I was not allowed to transfer shares
13 absent an agreement by the board of directors in Amazonia.

14 But I will say this: It doesn't matter, because they
15 own it. OK. This is a fake issue. And if they want me to
16 sign my shares over, which they already have because this would
17 be a public relations exercise for them, I'm happy to do it. I
18 am not going to sit here and be held in contempt over something
19 that's completely meaningless, when I'm here today ready to do
20 that.

21 So tell me what you want me to do. He says he has
22 something for me to sign. Well, why hasn't he presented that
23 to me? Where is it? I'm sitting here. He sent me an email
24 this morning looking for discovery. Why is he playing possum
25 with me? To make me look foolish? Just give me the document

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1 you want me to sign.

2 Do you have it, sir? I mean, come on.

3 MR. MASTRO: I do have an assignment here, and I asked
4 you to bring the shares to court today.

5 MR. DONZINGER: I don't have the shares, sir. I told
6 you that.

7 And beyond that, excuse me, they filed a motion to
8 compel discovery.

9 THE COURT: We're not getting there.

10 MR. DONZINGER: I have a right to answer that before I
11 deal with these issues.

12 THE COURT: Did I just give you an extension to
13 respond?

14 MR. DONZINGER: I appreciate that. Thank you. I
15 appreciate that.

16 THE COURT: All right.

17 MR. DONZINGER: But, I mean, when starts trying to say
18 why don't I bring stuff to court, these issues are still being
19 litigated.

20 To authorize broad-based discovery into my files
21 again -- I remind you I sat for 19 days of depositions between
22 RICO and 1782 process. Your Honor ordered me to turn over, as
23 you know, my entire case file, entire case file at that time,
24 17 years of work. To have to now go through that process again
25 when they haven't shown a single piece of evidence that I've

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1 sold my own shares would be, in my mind, very inappropriate. I
2 really would urge you, please, not to do that.

3 If there is a narrow concern based on 1901 -- they
4 don't believe me. They think I'm up here lying perhaps. So
5 they're like, Oh, he's probably telling not telling the truth.
6 How do we know he hasn't sold his shares? Well, I'm a lawyer
7 and I'm representing to you as an officer of the court right
8 now I have not sold my own shares. And if you don't believe
9 me, if you need more than that, please fashion a narrow
10 solution for me to give you materials in camera to prove that
11 to you, and I can. I can do that if you're willing.

12 And if you come away satisfied that that's consistent
13 with docket 1901, which explicitly allows the LAPs to sell
14 shares in the case to finance litigation expenses -- again, I'm
15 not selling my shares, I'm selling their shares. And I have a
16 fiduciary duty to them, and they understand what's happening
17 with the money. And, by the way, this issue of my clients
18 being concerned about this and that, that's a whole other
19 group, UDA, that's not my client. That's a footnote in their
20 reply.

21 I am happy, would be happy -- well, not happy, but I
22 would be more than willing to work with you and to see if that
23 would satisfy your Honor before we go through this incredibly
24 cumbersome process of sitting for depositions, turning over
25 documents. It's expensive; it's time-consuming. And with all

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1 due respect, you might not like this, but I'm heavily, heavily
2 focused on helping my clients in Canada do what you said was
3 appropriate, do what you authorized to do and the Second
4 Circuit authorized, which is deal with that very complex
5 litigation.

6 The other problem is I have very little
7 infrastructure. I'm still a sole practitioner working out of
8 my apartment. For them to give me this incredibly burdensome
9 subpoena -- by the way, one of the things they're seeking is
10 for me to tell them every single conversation I have had since
11 the RICO judgment came down about the Ecuador case with anybody
12 in the world. I don't know how I would start doing that. This
13 is designed to hurt me. It is designed to get in the way of my
14 advocacy.

15 If there is a legitimate part, legitimate information
16 that they are seeking in discovery, this has to be severely,
17 severely narrowed. And to me, if there's anything -- I think
18 this whole thing should be shut down. That's what I'm asking
19 you for. But if there's anything that might be arguably legit
20 about what they're seeking, it's something related to the
21 narrow issue of am I selling my own shares. And if you're not
22 going to accept my representation, I can prove to you that I
23 have not sold my own shares, and that's what it should be
24 limited to.

25 Do you have any questions or anything?

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1 THE COURT: No.

2 MR. DONZINGER: Thank you.

3 THE COURT: Thank you.

4 Mr. Mastro.

5 MR. MASTRO: Thank you, your Honor.

6 Your Honor, I'll be uncharacteristically brief. Your
7 Honor, Mr. Donzinger describes himself as a lifeline. I think
8 your Honor knows from the submissions we've put in, he's
9 actually now in an ongoing battle with Mr. Fajardo and others
10 as to who actually represents the indigenous people in Ecuador.
11 So I respectfully suggest that that characterization doesn't
12 accurately describe the situation.

13 Your Honor, two separate things: The Amazonia shares
14 which your Honor ordered back in March 2014, he doesn't deny
15 that he hasn't turned it over, he doesn't deny that he --

16 THE COURT: He says he doesn't -- I understand him to
17 be saying he doesn't have a stock certificate.

18 MR. MASTRO: Right. But that doesn't prevent him,
19 your Honor, from effectuating something that assigns his
20 interest, and your Honor ordered this back in 2014, on appeal
21 ordered him to turn it over into the registry of the court. I
22 hear Mr. Donzinger saying two things. I hear him saying, one,
23 and this is what he said in his brief, he said he can't do it
24 because a transfer of shares will materially prejudice my
25 clients. He says, I can't do it. Then he says, Oh, but I will

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1 do it now. He speaks out of both sides of his mouth in the
2 same conversation, but he hasn't done it.

3 I just want to be clear to your Honor. It is an issue
4 we've raised in the past. In fact, there were appeals and
5 there was Supreme Court denial of cert on June 19, 2017. We
6 wrote to your Honor immediately after the denial of cert, when
7 there could no longer be any excuse whatsoever for why -- and
8 this is docket entry 1922, your Honor -- why he hadn't turned
9 over the shares. And of course, when we became aware of his
10 latest contempt, within months later, in soliciting investors
11 by selling off shares of the interest in the judgment, we
12 coupled the two together in this contempt application.

13 So to us there could be no doubt. And the excuse, and
14 it isn't even an excuse, that even after we obtained the
15 judgment of this Court that he was to turn over the Amazonia
16 shares and assign that interest, that we went to Gibraltar
17 against Amazonia, not him, obtained a money judgment against
18 Amazonia and have put them into a liquidation proceeding, OK,
19 which, by the way, does not mean under English or Gibraltar law
20 that it doesn't still exist.

21 THE COURT: Of course.

22 MR. MASTRO: We have a right to our remedy here, just
23 like we're pursuing our remedy there. We shouldn't even be
24 having this conversation. He's in contempt about that and
25 should be so held.

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1 THE COURT: Are you in a position to inform me as to
2 what, if any, rights Amazonia has with respect to the
3 Ecuadorian judgment?

4 MR. MASTRO: Your Honor, it was our understanding at
5 the time that the Ecuadorian judgment as proceeds were -- and I
6 think we made a record of this during the trial -- that as
7 proceeds from the judgment were collected, they were to go
8 through Amazonia for a distribution system that included
9 Mr. Donzinger's personal contingency fee, as well as other
10 distribution of the moneys. That was the state of play that we
11 proved in the RICO trial. I think that's why your Honor
12 ordered --

13 THE COURT: Is there any reason to think that isn't
14 still the state of play?

15 MR. MASTRO: Well, your Honor, because there's been so
16 many violations of court orders and so many attempts to change
17 the landscape, but we believe that Amazonia is still the entity
18 that was created for that purpose and exists for that purpose.

19 THE COURT: So if that were true, for the sake of
20 discussion, what you have is a Gibraltar corporation which is
21 in liquidation, which I understand to be analogous to
22 bankruptcy if it were in the United States; there is an
23 outstanding judgment for whatever billions of dollars; the
24 judgment you obtained is against it; it is unable now to pay
25 that judgment; there is still equity owned by the equity

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1 shareholders who were there to begin with; and it has a
2 contingent right to receive anything that ultimately is
3 collected on the judgment. Therefore, if the judgment is
4 collected, you have a company in litigation which has nine,
5 ten, whatever number of billions of dollars in collections, a
6 \$28 million, or whatever it is, judgment payable. The company
7 is suddenly enormously solvent, and the equity is highly
8 valuable.

9 Is that about right?

10 MR. MASTRO: Your Honor, absolutely correct.

11 Now, your Honor, to us the Amazonia question is
12 crystal clear and right for decision.

13 THE COURT: So here's your \$64 question.

14 MR. MASTRO: Yes, your Honor.

15 THE COURT: Do you have the stock power you want him
16 to sign?

17 MR. MASTRO: Your Honor, we do have a share transfer
18 form and assignment ready to present to Mr. Donzinger right
19 now.

20 THE COURT: Well, you can give it to him. I'm not
21 going to insist that he sign it. He is a free actor. Your
22 motion is outstanding. I imagine I'll rule on it soon. And
23 you can let me know, both of you, whether it's in that regard
24 moot.

25 MR. MASTRO: Thank you, your Honor.

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1 It's two forms actually relating to the different
2 shares of stock.

3 THE COURT: Whatever. I'm not getting involved in
4 that negotiation --

5 MR. MASTRO: Thank you, your Honor.

6 THE COURT: -- for whatever it is.

7 MR. MASTRO: Let the record reflect that I just handed
8 Mr. Donzinger the two forms that are share transfer forms
9 related to Amazonia.

10 Now, your Honor --

11 THE COURT: I won't do anything for 24 hours.

12 MR. MASTRO: Thank you, your Honor.

13 THE COURT: Maybe longer.

14 MR. MASTRO: Your Honor, as to the issues relating to
15 your April 2014 decision, I don't want to belabor them other
16 than Mr. Donzinger, reading aloud some of the same sentences
17 that I read from that opinion which prove beyond question that
18 your Honor was saying that he and the two LAP representatives,
19 as the enjoined parties, could not be involved in undertaking
20 any acts to sell, transfer, pledge any interest in the
21 judgment.

22 MR. DONZINGER: He didn't say that.

23 MR. MASTRO: Excuse me, please, sir.

24 MR. DONZINGER: He didn't say that, sir.

25 THE COURT: Mr. Donzinger, look, I nearly had to have

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1 a criminal defendant dragged out of court this afternoon for
2 doing that, and I don't want to have to do it with you. Quiet.
3 You had your chance. He didn't interrupt you.

4 MR. MASTRO: And I just wanted to say two more things
5 very briefly, your Honor.

6 Mr. Donzinger tries to say, in revisionist history,
7 that paragraphs 1 and 5 of the judgment could relate only to
8 collections. Actually, the word "collection" is not used in
9 either of those two paragraphs. It talks about moneys
10 traceable to the judgment. You chose those words carefully,
11 your Honor.

12 And I suggest just this, your Honor: We're not here
13 today, as Mr. Donzinger likes to put it, to hurt Mr. Donzinger.
14 He already hurt himself by his own actions. We're here to
15 enforce a judgment, a judgment in which he is in contempt of,
16 and that's the only reason we are here, your Honor. We want to
17 know the truth about the full extent of his contempt, and then
18 we ask your Honor to impose appropriate contempt sanctions.

19 Thank you, your Honor.

20 THE COURT: All right. Thank you.

21 I'm going to take this under advisement.

22 MR. DONZINGER: Can I respond, please, just briefly?

23 THE COURT: Very briefly.

24 MR. DONZINGER: The word "collection," sir, he's
25 right, it's not used in the order he cites, but it is used

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1 extensively in docket 1901. So he's citing the wrong docket,
2 wrong document. I would urge you, please, to focus on what I
3 focused on, which is your Honor's order from April 25, 2014,
4 which is the latest version of whether shares can be sold.

5 And your order -- why are you looking at me like that?
6 Your order doesn't prohibit me from selling my client's shares.

7 THE COURT: OK, Mr. Donzinger. I have your position.
8 Thank you.

9 Now, there is one other pending motion, at least, that
10 I want to address briefly. There is the motion that Chevron
11 made on May 4 to compel responses to the post-judgment
12 discovery request. I've just extended Mr. Donzinger's time to
13 respond. If Chevron wishes to reply, it can do so by Monday.
14 I'll see you all back here Tuesday afternoon at 4:30 to deal
15 with that.

16 OK. Thank you.

17 MR. MASTRO: Thank you, your Honor.

18 (Adjourned)

EXHIBIT 27

SOUTHERN DISTRICT OF NEW YORK
-----x

CHEVRON CORPORATION,

Plaintiff,

v.

11 Cv. 0691 (LAK)

STEVEN R. DONZIGER, et al.,

Defendants.

-----x

November 18, 2013
9:35 a.m.

Before:

HON. LEWIS A. KAPLAN

District Judge

APPEARANCES

GIBSON, DUNN & CRUTCHER LLP
Attorneys for Plaintiff

BY: RANDY M. MASTRO
ANDREA E. NEUMAN
REED M. BRODSKY
JEFFERSON E. BELL
ANNE CHAMPION

FRIEDMAN RUBIN
Attorneys for Donziger Defendants
BY: RICHARD H. FRIEDMAN
DEE TAYLOR

LITTLEPAGE BOOTH
Attorneys for Donziger Defendants
BY: ZOE LITTLEPAGE
RAINEY BOOTH

GOMEZ LLC
Attorneys for Defendants Hugo Camacho, Javier Piaguaje
BY: JULIO C. GOMEZ

1 (Trial resumed)

2 THE COURT: Good morning.

3 What is next? Do you have a witness?

4 MR. GOMEZ: Yes. Good morning, your Honor.

5 THE COURT: Good morning.

6 MR. GOMEZ: Defendants call defendant Javier Piaguaje
7 Payaguaje.

8 JAVIER PIAGUAJE PAYAGUAJE,

9 called as a witness by the defendants,

10 having been duly sworn, through Spanish

11 interpreter, testified as follows:

12 THE DEPUTY CLERK: State your name for the record.

13 THE WITNESS: Javier Piaguaje.

14 DIRECT EXAMINATION

15 BY MR. GOMEZ:

16 Q. Good morning, Mr. Piaguaje.

17 A. Good morning.

18 MR. GOMEZ: Your Honor, may I approach?

19 THE COURT: Yes.

20 MR. GOMEZ: Your Honor, I have handed the witness
21 Defendants' Exhibit 1800 and a copy of the exhibits that are
22 referenced therein.

23 THE COURT: Let's separate them. Defendants' Exhibit
24 1800 will be the statement.

25 MR. GOMEZ: Yes, your Honor.

1 Q. Mr. Piaguaje, would you please take a look at Defendants'
2 Exhibit 1800 that is before you, sir? The first eight pages
3 are in Spanish, followed by an English translation and a
4 certificate of translation.

5 Sir, do you recognize this document?

6 A. Yes.

7 Q. What is this document, sir?

8 A. This document is my testimony.

9 Q. Sir, would you please turn to page 8 of the document?

10 Do you see a signature there, sir?

11 A. Yes.

12 Q. Is that your signature?

13 A. Yes, sir.

14 Q. Did you review this document before you signed it, sir?

15 A. Yes.

16 Q. When you reviewed it and signed it, were all of the
17 statements therein true and accurate to the best of your
18 knowledge?

19 A. Yes, sir.

20 Q. And as of now, do all of those statements remain true and
21 accurate?

22 A. Yes.

23 MR. GOMEZ: Your Honor, at this time, I would like to
24 move in Defendants' Exhibit 1800.

25 Paragraph 13 references five exhibits: Defendants'

1 Exhibit 227, 229, 231, 234 and 236. I would ask that all of
2 those also be moved in at this time.

3 THE COURT: Well, 1800 is received on the same basis
4 as other statements, that is, subject to objections that will
5 be, I take it, filed if they haven't been already.

6 Right, Mr. Brodsky?

7 MR. BRODSKY: I believe they have been filed by us,
8 but if they haven't yet yesterday, they will be this morning,
9 unless your Honor wants to hear from us on the objections
10 specifically on that basis.

11 (Plaintiff's Exhibit 1800 received in evidence)

12 THE COURT: Not now. The exhibits that were handed
13 up, what about that Mr. Brodsky?

14 MR. BRODSKY: These are a select portion of the
15 asamblea minutes that the defendants produced in selective
16 fashion weeks ago, prior to the start of the trial, having
17 denied Chevron's repeated requests and subpoenas for the
18 production of documents falling squarely, these falling
19 squarely within those subpoenas. Your Honor has that motion
20 before you with respect to redactions that have been made in
21 some of the asamblea minutes. So our objections are as follows
22 in sum.

23 First, it appears that they are using these asamblea
24 minutes as a sword and a shield. They are shielding what they
25 don't want to be disclose, and they are selectively producing

1 the minutes that they believe help their case. And your Honor
2 has a sanctions opinion that lays out a lot of the arguments
3 that they make which are frivolous.

4 Second, many of the items in here are hearsay within
5 hearsay, statements made by certain people about actions that
6 are being taken or taken. So there may be some problems with
7 respect to them on that basis as well.

8 Finally, your Honor, we have our motion before you
9 seeking to view some of the minutes that have been redacted.
10 Some of them may complete these minutes. It's hard to tell
11 from just receiving a subset.

12 THE COURT: You want to be heard, Mr. Gomez?

13 MR. GOMEZ: Yes, your Honor.

14 To begin with, none of the minutes that are attached
15 to Mr. Piaguaje's statement contain redacted materials.

16 In addition, as we have stated before, defendants, Mr.
17 Piaguaje and Mr. Camacho, do not control the asamblea. They
18 don't have control over these documents. We have requested all
19 of the minutes of the asamblea to be produced here. We have
20 not provided anyone with instructions to select which minutes
21 to be provided to us or not. And we have produced all of the
22 minutes we have received, including those that contain
23 privileged material, which currently has been filed with the
24 Court for in camera review on the privilege redactions.

25 In terms of hearsay, I would say that these documents

1 are not being submitted for the truth of the statements that
2 they contain by various persons. They are being submitted for
3 the sole purpose of demonstrating that certain matters were
4 discussed at the meetings that Mr. Piaguaje was in attendance
5 in and certain decisions were taken.

6 Now, whether action in conformance with those
7 decisions was actually undertaken is a different question. Mr.
8 Piaguaje was present during the meetings, the five minutes that
9 are attached to his statement. He participated in those
10 discussions. And he voted on the decisions that took place at
11 those meetings. That's the limited purpose for their use, and
12 we would ask that they be admitted in evidence.

13 THE COURT: I am not going to rule now. I would note
14 at least this. That to the extent they are offered for the
15 purpose of demonstrating that certain matters were discussed at
16 the meetings, they are offered for the truth of the statements
17 contained therein, and they are therefore hearsay, but I will
18 consider that further in the fullness of time. Decision is
19 reserved on the exhibits.

20 I note, I think, please correct me if I am wrong, that
21 the January 15 minutes are not among those you're offering.

22 MR. GOMEZ: That is correct. Not with this witness.

23 THE COURT: All right. Let's proceed.

24 MR. GOMEZ: Mr. Brodsky, I assume I don't need to
25 establish through each one that he was present for these five,

1 and I can hand over the witness.

2 THE COURT: I'm sorry?

3 MR. GOMEZ: I don't think there is a dispute that Mr.
4 Piaguaje was present during the five meetings that are
5 referenced in the statement. I can either do a small direct
6 and confirm that or he can stipulate that particular point and
7 I can hand over the witness.

8 THE COURT: Mr. Brodsky.

9 MR. BRODSKY: We have never received these minutes
10 until recently before trial. There was a deposition of Mr.
11 Piaguaje made this year. He was never questioned about any
12 minutes because we didn't have any. I have no idea whether or
13 not Mr. Piaguaje was present simply because the document says
14 it's so. So I think if Mr. Gomez wants to establish that Mr.
15 Piaguaje was present, he should do so.

16 THE COURT: Go ahead, Mr. Gomez.

17 BY MR. GOMEZ:

18 Q. Mr. Piaguaje, you have before you Defendants' Exhibit 227.
19 Would you please locate that exhibit?

20 MR. GOMEZ: Your Honor, may I approach so I can help
21 the witness separate everything out?

22 THE COURT: Yes.

23 A. Which one?

24 Q. 227.

25 Mr. Piaguaje, I would like to direct your attention to

1 Defendants' Exhibit marked DX 0227. Do you have that in front
2 of you? The number appears in the lower right-hand corner.
3 The Spanish version of that appears on page 6 of 9. Do you
4 have that before you, sir?

5 A. Yes.

6 Q. Sir, would you please take a moment to look at that
7 document and tell me if you recognize it?

8 Mr. Piaguaje, do you recognize the document, sir?

9 A. Yes.

10 Q. What is this document, sir?

11 A. This document is the minutes of the assembly in which we
12 reached a resolution.

13 Q. At the top paragraph of this document, there is a reference
14 to March 10, 2012. Were you present at this meeting on March
15 10, 2012, sir?

16 A. Yes.

17 Q. Why were you there?

18 A. I was here because I am the president of the nationality so
19 I had to represent them here.

20 Q. Sir, does this document accurately reflect the statements
21 that were made and the decisions that were taken at this
22 meeting?

23 A. Yes.

24 MR. GOMEZ: I would move in Exhibit 227.

25 THE COURT: The decision is reserved.

1 Q. Mr. Piaguaje, I would like to direct your attention to
2 exhibit marked 0229 that is before you. The Spanish language
3 of this exhibit appears on the last page.

4 Sir, I would ask you to look at this document and tell
5 me if you recognize it?

6 Mr. Piaguaje, do you recognize this document,
7 Defendants' Exhibit 229?

8 A. Yes.

9 Q. What is this document, sir?

10 A. This is also minutes in which we make decisions in the
11 meeting.

12 Q. This document makes reference to the date April 15, 2011.
13 Were you present for this meeting, sir?

14 A. Yes.

15 Q. Does this document accurately reflect the discussions and
16 the decisions made during that meeting?

17 A. Yes, sir.

18 MR. GOMEZ: I would ask to move in Defendants' Exhibit
19 229.

20 THE COURT: Decision is reserved.

21 Q. Mr. Piaguaje, I would now like to direct your attention to
22 Defendants' Exhibit 231. The Spanish language of this exhibit
23 appears on page 5 of 7.

24 Would you please take a moment to look at that
25 document and tell me if you can recognize it?

1 Do you recognize Defendants' Exhibit 231, sir?

2 A. I'm still reading it.

3 Q. Do you recognize Defendants' Exhibit 231, sir?

4 A. Yes.

5 Q. What is it?

6 A. It is also the minutes from the assembly.

7 Q. This document makes reference to the dates of February 17
8 and 18 of 2011. Were you present for this meeting, sir?

9 A. Yes.

10 Q. Does this document accurately reflect what was stated and
11 decided at that meeting?

12 A. Yes.

13 MR. GOMEZ: I would ask to move in Defendants' Exhibit
14 231.

15 THE COURT: Decision is reserved.

16 Q. Mr. Piaguaje, I would like to direct your attention to
17 Defendants' Exhibit 234 in front of you. The Spanish language
18 version appears on page 4 of 5 of this exhibit.

19 Would you kindly take a moment to look at that
20 document and tell me if you recognize what it is, sir?

21 Mr. Piaguaje, do you recognize Defendants' Exhibit
22 234?

23 A. Yes.

24 Q. What is it, sir?

25 A. This is regarding a meeting.

1 Q. A meeting of what, sir?

2 A. This document is regarding this meeting in which we decide
3 the working points.

4 Q. When you say "we," who are you referring to?

5 A. What was that again?

6 Q. When you say "we," who are you referring to?

7 A. Well, us, for example, the assembly.

8 Q. This document makes reference to the date March 21, 2011.

9 Were you present on that day for this meeting?

10 A. Yes.

11 Q. Do these minutes accurately reflect what was stated and
12 what was decided during that meeting, sir?

13 A. Yes, sir.

14 MR. GOMEZ: I would move into evidence Defendants'
15 Exhibit 234.

16 THE COURT: Decision is reserved.

17 Q. Mr. Piaguaje, I would like to now direct your attention to
18 the last exhibit in front of you, Defendants' Exhibit 236. The
19 Spanish language of which appears on page 4 of 5 of this
20 exhibit.

21 Would you please take a moment to look at that
22 document and tell me if you can recognize it?

23 Mr. Piaguaje, do you recognize Defendants' Exhibit
24 236?

25 A. Yes.

1 Q. This document makes reference to a meeting of June 27,
2 2011. Were you present at this meeting on that date?

3 A. Yes.

4 Q. Does this document accurately reflect what was stated and
5 what was decided during that meeting, sir?

6 A. Yes.

7 MR. GOMEZ: Your Honor, I would ask to move into
8 evidence Defendants' Exhibit 236.

9 THE COURT: Decision is reserved.

10 Q. Mr. Piaguaje, whose responsibility was it to prepare all of
11 these minutes for the asamblea?

12 A. The secretary and the coordinators.

13 Q. To your knowledge, were minutes always prepared of all the
14 meetings in which you were in attendance?

15 THE COURT: It might be more helpful if you rephrase
16 that question because an answer "yes" would mean conceivably,
17 as far as he knows, that's true, or it might be an
18 all-encompassing declaration, and it might be significant as to
19 which it is.

20 Q. Mr. Piaguaje, were minutes prepared of all the meetings in
21 which you were in attendance?

22 A. Yes. After the meeting was over, everything that was
23 resolved at the meeting was written down, and then it was read
24 so we could all hear it.

25 Q. Was it the regular practice of the asamblea to prepare

1 these minutes?

2 A. Yes, so we could then remember it, have a record.

3 Q. Was it the practice of the asamblea to file and save these
4 documents, these minutes?

5 A. Yes. The secretary.

6 MR. GOMEZ: Your Honor, I pass the witness.

7 THE COURT: Thank you.

8 Mr. Brodsky.

9 MR. BRODSKY: Just a moment so I can set up.

10 CROSS-EXAMINATION

11 BY MR. BRODSKY:

12 Q. Good morning, Mr. Piaguaje.

13 A. Good morning.

14 Q. You know Pablo Fajardo Mendoza?

15 A. Yes.

16 Q. He is an attorney, correct?

17 A. He is an attorney.

18 Q. He is your attorney in the case of Maria Aguinda v. Chevron
19 Corporation in the Lago Agrio courthouse?

20 A. Yes.

21 Q. And there are 47 plaintiffs, including you, in the case of
22 Maria Aguinda v. Chevron?

23 A. Yes.

24 Q. In 2006, sir, you and the other plaintiffs authorized
25 attorney Pablo Fajardo Mendoza to represent you and the other

1 plaintiffs as the common attorney, or procurador comun, in the
2 case of Maria Aguinda v. Chevron Corporation?

3 A. In 2006, I don't recall.

4 MR. BRODSKY: May I approach, your Honor?

5 THE COURT: All right.

6 Q. Mr. Piaguaje, I am going to show you two documents,
7 Plaintiff's Exhibit 323 in evidence and Plaintiff's Exhibit
8 323B in evidence. If you wouldn't mind, I am going to direct
9 your attention to a particular portion of the document.

10 With respect to 323B, you see the second document I
11 handed you, the larger of the two?

12 Do you have that in front of you, sir?

13 MR. BRODSKY: May I approach to help him identify the
14 document?

15 THE COURT: Yes.

16 Q. If you would take a look at the second page, Mr. Piaguaje,
17 of that very document I just handed you, do you recognize on
18 that document your signature on the seventh column down?

19 THE COURT: I think you meant row.

20 MR. BRODSKY: Row. Thank you.

21 A. Yes.

22 Q. This is something you signed authorizing Pablo Fajardo to
23 represent you in the Lago Agrio Chevron case, correct?

24 A. Yes.

25 Q. Then, sir, since that time, 2006 -- you can put the

1 document down, Mr. Piaguaje. Since that time, 2006, Pablo
2 Fajardo has been one of the lawyers representing you in the
3 Lago Agrio Chevron case?

4 A. Yes.

5 Q. Then in 2006, you also signed a document -- withdrawn.

6 In 2006, sir, you gave Mr. Fajardo the authority to
7 file motions and make presentations on behalf of the Lago Agrio
8 plaintiffs, correct?

9 MR. GOMEZ: Objection to form.

10 THE COURT: Overruled.

11 A. Yes.

12 Q. In 2006, you also gave Mr. Fajardo the authority to waive
13 all the judicial inspections, right?

14 A. I don't recall.

15 Q. You remember the judicial inspections, correct?

16 A. Yes.

17 Q. And you remember Pablo Fajardo telling you that he didn't
18 want judicial inspections conducted anymore?

19 A. No.

20 Q. Mr. Fajardo, did he tell you about any threats being made
21 to the presiding judge of the Lago Agrio Chevron case in
22 2010 -- withdrawn.

23 Did he tell you in 2006, did Mr. Fajardo tell you
24 about any threats being made to the presiding judge in the Lago
25 Agrio Chevron case?

1 A. No.

2 Q. In November 2010, you and the other Lago Agrio plaintiffs
3 in the Aguinda v. Chevron case approved of each and every
4 action that Mr. Fajardo had undertaken in the case, right?

5 MR. GOMEZ: Objection. Form.

6 THE COURT: Overruled.

7 A. What was that again?

8 Q. In November 2010, Mr. Piaguaje, you and the other Lago
9 Agrio plaintiffs in the Maria Aguinda v. Chevron case approved
10 of each and every action that Mr. Fajardo had undertaken in the
11 case, right?

12 A. I don't understand the question exactly.

13 Q. Would you mind moving the microphone a little bit closer to
14 you, Mr. Piaguaje, and speaking into the microphone, if you
15 don't mind?

16 Sir, in November 2010, you signed a document in
17 connection with Pablo Fajardo's representation of you, correct?

18 A. I don't recall.

19 Q. How many documents, sir, have you signed in connection with
20 Mr. Fajardo's representation of you?

21 A. I have signed documents, but I don't recall how many
22 documents I have signed.

23 Q. Mr. Fajardo has asked you to sign some documents over the
24 years?

25 A. We have signed documents when we have granted him power of

1 attorney.

2 Q. Do you remember granting him this power of attorney in
3 2010?

4 A. Well, for example, I want to understand exactly the
5 question. I want to understand exactly what power of attorney
6 we had granted because I want to understand the question
7 exactly.

8 Q. Sir, you just said, we have signed documents when we have
9 granted him, Pablo Fajardo, power of attorney. What did you
10 mean by power of attorney?

11 A. So that he can get -- well, so that he can defend part of
12 us, the plaintiffs, what we are asking for regarding the
13 contamination.

14 MR. BRODSKY: May I approach, your Honor?

15 THE COURT: Yes.

16 Q. Mr. Piaguaje, let me show you Plaintiff's Exhibit 390 in
17 evidence.

18 MR. BRODSKY: For the record, it's entitled, "Special
19 Power of Attorney and Agency for Judicial Matters. Executed by
20 Armando Wilfrido Piaguaje Payaguaje, et al., in favor of
21 attorney Pablo Estenio Fajardo Mendoza."

22 It's 49 pages. The first 24 pages in English and
23 pages 26 through 49 in Spanish.

24 Q. Mr. Piaguaje, let me direct your attention to a particular
25 page.

1 Would you turn to page 34 of 49 at the bottom of the
2 page? Or you could look up at the screen.

3 If we look at this section right here that's
4 highlighted, Mr. Piaguaje, is that your signature on the
5 document?

6 A. Yes, sir.

7 Q. Let me ask you to turn to certain pages.

8 Do you remember signing this document, Mr. Piaguaje?

9 A. Yes, but I don't recall the year. I mean, I did sign it,
10 but I don't recall the year. I don't have the documents with
11 me, but I don't recall the year, but this is my signature.

12 Q. I understand Mr. Piaguaje. Mr. Piaguaje, before you signed
13 it, you read the document, right?

14 A. Yes. But no -- of course, it was explained to me a little.

15 Q. Mr. Piaguaje, you read your witness statement before you
16 signed that, correct, in connection with this case?

17 MR. GOMEZ: Objection. Asked and answered.

18 THE COURT: Overruled.

19 A. Regarding my testimony from today?

20 Q. Yes, sir. This morning, when Mr. Gomez showed you Defense
21 Exhibit 1600, your witness statement -- 1800, you read that
22 document before you signed it?

23 A. Yes.

24 Q. And looking at this document 390 --

25 MR. BRODSKY: Your Honor, just for the record, we will

1 move into evidence 323 and this document 390.

2 THE COURT: Aren't they in?

3 MR. BRODSKY: I thought they were in, but I received a
4 note from my colleagues to move them in.

5 THE COURT: Are you including 323B or not?

6 MR. BRODSKY: And 323B as well.

7 THE COURT: Any objection?

8 MR. GOMEZ: No objection.

9 MR. FRIEDMAN: No.

10 THE COURT: They are received.

11 (Defendant's Exhibits 323, 323B and 390 received in
12 evidence)

13 Q. Let me ask you, Mr. Piaguaje, on page 29 of the document in
14 Spanish -- we can put it up on the screen for you in Spanish on
15 the left-hand side, page 4. So on one side 4 and the other
16 side page 49.

17 Directing your attention to where it says, Second,
18 special power of attorney, do you see that?

19 A. Yes.

20 Q. This is where you're giving Mr. Fajardo the power of
21 attorney for judicial matters, correct?

22 A. Yes.

23 MR. BRODSKY: Where it says "the principals," right
24 over here, can we highlight that? Down a little bit below.

25 Q. Do you see where it says, "The principals," Mr. Fajardo may

1 on behalf of the principals appear before judges or courts of
2 justice, arbitration or mediation in Ecuador, in the United
3 States of America, or any other country to defend the interests
4 of the principals?

5 A. Yes.

6 Q. That's where you were giving Mr. Fajardo the power to
7 represent you and the other Lago Agrio plaintiffs in the Lago
8 Agrio Chevron case, right, Mr. Piaguaje?

9 MR. GOMEZ: Objection.

10 THE COURT: Sustained.

11 Q. Mr. Piaguaje, you authorized with this power of attorney
12 Mr. Fajardo to appear before courts throughout the world,
13 correct?

14 A. Yes.

15 Q. And Mr. Fajardo on your behalf, and on behalf of the other
16 Lago Agrio plaintiffs, could seek to get the judgment
17 recognized around the world, right?

18 A. Yes.

19 Q. You haven't revoked Mr. Fajardo's power of attorney to seek
20 recognition of the judgment in the Lago Agrio Chevron case,
21 right?

22 A. What was that?

23 Q. Mr. Fajardo still has the power to represent you and the
24 other Lago Agrio plaintiffs around the world to get the Lago
25 Agrio Chevron judgment recognized?

1 MR. GOMEZ: Objection. Form.

2 THE COURT: Overruled.

3 A. Yes.

4 Q. Sir, let me direct your --

5 THE COURT: Just a second. It's not just a matter of
6 what the documents says. It's a matter of whether this
7 gentleman has ratified what is going on.

8 Q. Mr. Piaguaje, let me ask you to look at the bottom of this
9 document, the last sentence.

10 MR. BRODSKY: Can we highlight from "the" through the
11 bottom?

12 Q. Would you read that silently to yourself, Mr. Piaguaje,
13 that last sentence?

14 A. OK. I have read it.

15 Q. Mr. Piaguaje, in this document that you signed, you
16 approved of each and every one of the actions undertaken by
17 attorney Pablo Fajardo Mendoza in the Lago Agrio Chevron case,
18 right?

19 MR. GOMEZ: Objection.

20 A. Yes.

21 THE COURT: Overruled. The same point I made a minute
22 ago.

23 Q. You approved of each and every one of the actions
24 undertaken by Mr. Fajardo in all the courts in which he
25 represented you, correct?

1 A. Yes.

2 Q. And if we go to the next page?

3 MR. BRODSKY: And if we can highlight where it begins
4 "all financial" through the end of the sentence?

5 You see that on the top? It says "all financial
6 administrative acts."

7 Q. Mr. Piaguaje, you approved of all the financial and
8 administrative acts which Mr. Fajardo carried out for your
9 defense in the Lago Agrio Chevron case?

10 A. Yes.

11 (Continued on next page)

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1 Q. And you approved of all the financial acts Mr. Fajardo
2 carried out through other people that he legally authorized on
3 your behalf?

4 MR. GOMEZ: Objection.

5 THE COURT: Overruled.

6 A. Yes.

7 Q. That includes Mr. Fajardo -- withdrawn.

8 That includes, Mr. Piaguaje, how Mr. Fajardo raised
9 money to litigate the Chevron, the Lago Agrio Chevron case?

10 A. I do not understand that question.

11 Q. You have approved of how Mr. Fajardo and others working
12 with him have raised money in connection with the Lago Agrio
13 Chevron case?

14 MR. GOMEZ: Objection.

15 THE COURT: Overruled.

16 A. No.

17 Q. Does Mr. Fajardo tell you how the money is raised?

18 A. Yes, to pay the attorneys for that defense.

19 Q. And you know Mr. Fajardo is working with other people to
20 raise money to pay for lawyers?

21 A. Yes, so that they will move forward with this process, with
22 this case, the trial.

23 Q. And you approve of Mr. Fajardo's actions to raise money,
24 correct?

25 MR. GOMEZ: Objection.

1 THE COURT: Overruled.

2 A. Yes, because we want to accomplish our goal.

3 Q. Let me ask you to turn to two pages later, page 7 in
4 English, and page 32 in Spanish. Let me direct your attention
5 to where it says three term and if we can highlight that
6 sentence.

7 Mr. Piaguaje, you agree with me that you and the other
8 Lago Agrio plaintiffs gave Mr. Fajardo this power of attorney
9 for an indefinite period of time?

10 A. I don't understand Spanish that well, but still I need to
11 know a little more.

12 Q. Mr. Piaguaje, when you gave Mr. Fajardo this power in 2010,
13 there was no termination or end date?

14 A. Right, for what?

15 Q. To represent you, correct?

16 A. No, there was no end.

17 Q. And this, under this power of attorney, you and the other
18 Lago Agrio plaintiffs had the right to revoke Mr. Fajardo's
19 power, correct?

20 A. Yes, we were -- we could do that. But if we did that, then
21 we wouldn't have, we would no longer have a person that would
22 be helping us.

23 Q. You would no longer have the person you want most to
24 represent you; is that right?

25 A. What was that again?

1 Q. Pablo Fajardo is the person you most want -- withdrawn.

2 Pablo Fajardo, Pablo Fajardo is the person you and the
3 other Lago Agrio plaintiffs have chosen as the person best
4 suited to represent you?

5 A. Yes.

6 Q. You know there are other lawyers in Ecuador?

7 A. Yes.

8 Q. You've chosen him?

9 A. Yes.

10 Q. You trust him?

11 A. Yes.

12 Q. You like what he's done for you so far?

13 MR. GOMEZ: Objection, vague.

14 THE COURT: Sustained.

15 Q. You approve -- withdrawn.

16 Now, you've spoken with Mr. Fajardo about the Lago
17 Agrio Chevron litigation at several meetings of the asamblea
18 over the years, right?

19 A. Yes, he has reported during the assembly.

20 Q. And outside of those asamblea meetings, you've met with him
21 in person on several occasions?

22 A. No.

23 Q. Is it your testimony that outside the asamblea meetings
24 you've never met with Mr. Fajardo?

25 A. Well, yes, stops by to say hello.

1 Q. And besides stopping by to say hello, you've had meetings
2 with him outside the assembly, right?

3 A. No, because I live inside, I live in the community. I'm
4 hardly ever outside.

5 Q. On sometimes you're outside the community, right?

6 A. Yes.

7 Q. And on some occasions you actually have traveled abroad?

8 A. Me?

9 Q. Yes, you, sir.

10 A. Yes.

11 Q. And there are some occasions when you've had meetings with
12 Mr. Fajardo outside your community?

13 A. You mean just Pablo and myself?

14 Q. Pablo, yourself, and other people, or just Pablo and
15 yourself.

16 A. We haven't had meetings like that like outside of the
17 meeting, nothing, no.

18 MR. BRODSKY: May I approach, your Honor?

19 THE COURT: Yes.

20 Q. Mr. Piaguaje, let me show you Plaintiff's Exhibit 2407R.
21 Let me ask you to turn to the last page. Do you recognize your
22 signature on that, sir?

23 A. Yes.

24 Q. Is it accurate when it says that you certified that before
25 signing this, the contents of the document were translated to

1 you in Spanish?

2 A. Let me read that for a minute.

3 Q. Please, sir.

4 A. Yes.

5 Q. Am I correct, sir, that you read that -- it's accurate that
6 you, the contents of this document were translated to you in
7 Spanish before you signed it?

8 A. Yes.

9 Q. And it's correct, sir, that in that certification, you
10 certified that, among other things, the response No. 6 in this
11 document contained facts and matters that were within your
12 personal knowledge?

13 A. Yes.

14 Q. Can I ask you to --

15 MR. BRODSKY: Your Honor, I just want to read
16 something into the record on page 24. Page 24, this paragraph
17 right here, Randall, if we could blow that up.

18 THE COURT: And you're offering that?

19 MR. BRODSKY: I'm offering the paragraph, yes, the
20 supplemental response to interrogatory No. 6 between these
21 three paragraphs right there.

22 THE COURT: Any objection?

23 MR. GOMEZ: No, your Honor.

24 MR. FRIEDMAN: No.

25 THE COURT: Received.

1 (Plaintiff's Exhibit 2407R, specified paragraphs
2 received in evidence)

3 MR. BRODSKY: Should I read it, your Honor, for the
4 record?

5 THE COURT: It's not necessary.

6 MR. BRODSKY: Okay. We can take that down. Thank
7 you.

8 Q. You know Steven Donziger, correct?

9 A. Yes.

10 Q. You see him in this courtroom?

11 A. Yes.

12 Q. Without pointing, would you tell us where he is by
13 describing an article of clothing that he's wearing and where
14 he is in the courtroom?

15 A. He's sitting beside my attorney, Julio Gomez.

16 THE COURT: Indicating Mr. Donziger.

17 Q. Mr. Fajardo told you that he hired Mr. Donziger to work on
18 your behalf?

19 A. Well, we have authorized my attorney, Pablo Fajardo, to do
20 that.

21 Q. And Mr. Fajardo told you that he hired Mr. Donziger to work
22 on your behalf, right?

23 A. Well, he didn't tell me on my behalf for myself as a
24 plaintiff, but for the group, for the group of plaintiffs.

25 Q. Mr. Fajardo told you he had hired Mr. Donziger to represent

1 you and all the other Lago Agrio plaintiffs?

2 A. Yes.

3 Q. And you met Mr. Donziger in person several years ago,
4 right?

5 A. Yes.

6 Q. In fact, you met Mr. Donziger on at least three occasions,
7 right?

8 A. Yes.

9 Q. Several years ago, correct?

10 A. Years back.

11 Q. And the purpose of each of those meetings -- withdrawn.

12 The purpose of each of those three meetings that you
13 had with Mr. Donziger was to discuss the lawsuit against
14 Chevron in Lago Agrio?

15 A. Well, when I, well, at that time when I met him, it's not
16 like I knew all of that much. But what we did know and what
17 all of us did know is all about the contamination and the fact
18 that we all wanted to get help to resolve that contamination,
19 which is what we were doing.

20 Q. Sir, is the answer to my question that the purpose of each
21 of those three meetings that you had with Mr. Donziger was to
22 discuss the lawsuit against Chevron in Lago Agrio yes?

23 A. Not all of them, because it's not like I had a meeting
24 together with Mr. Steven, but it was --

25 Q. Sorry.

1 A. -- I did not have a direct conversation with Steven.

2 Q. You were in a meeting with Mr. Donziger and other
3 individuals?

4 A. Yes, but I wasn't there with him for a long time, just for
5 a while. But, yes, I did see him there.

6 Q. And putting aside the amount of time, Mr. Piaguaje, that
7 you spent with Mr. Donziger and others on the three occasions
8 that you were meeting with Mr. Donziger and other people, the
9 purpose was to discuss the lawsuit against Chevron in Lago
10 Agrio, right?

11 A. Yes.

12 Q. Now, you know, sir, that documents have been filed in
13 foreign countries seeking recognition of the judgment issued in
14 the Lago Agrio Chevron case?

15 A. I don't understand that very well.

16 Q. Are you aware that your -- withdrawn.

17 Are you aware that your name and the name of the other
18 Lago Agrio plaintiffs appears on a document filed in Brazil
19 seeking the recognition of the judgment in Lago Agrio?

20 A. Well, I haven't exactly seen the document, but I was told,
21 they explained something about that. I know that.

22 Q. Who's they?

23 A. They were talking at the assembly.

24 Q. Who is they?

25 A. For example, Pablo was speaking, but it was almost like the

1 time to leave and I was already on my way out so I wasn't able
2 to hear it all very well.

3 Q. When you say Pablo, you mean Pablo Fajardo?

4 A. Yes.

5 Q. And I take it that because you were on your way out of that
6 meeting -- withdrawn.

7 Was it towards the end of the meeting that Mr. Fajardo
8 reported to you and others that a lawsuit was filed in Brazil
9 seeking recognition of the judgment?

10 A. That I have heard.

11 Q. Who did you hear that from?

12 A. It's what I was just saying about the meeting, but I have
13 not seen documents.

14 Q. I see. Mr. Fajardo reported -- withdrawn.

15 Mr. Fajardo told you and others at this meeting that a
16 document was filed in Brazil seeking recognition of the
17 judgment?

18 A. Yes.

19 Q. And prior to Mr. Fajardo informing you of that, there
20 wasn't a vote by the assembly, right?

21 MR. GOMEZ: Objection, vague.

22 THE COURT: Overruled. Sustained. Be more specific.

23 Q. Mr. Piaguaje, prior to Mr. Fajardo telling you that papers
24 were being filed in Brazil seeking recognition of the judgment,
25 you and others at this meeting did not take a vote about

1 whether to file those papers?

2 A. Well, no, I haven't seen that vote, but we do want to
3 accomplish what we are seeking.

4 Q. And Mr. Fajardo has the power that you've conferred on him
5 and others in the Lago Agrio case have conferred on him to file
6 these lawsuits around the world to seek recognition of the
7 judgment?

8 A. Yes.

9 Q. And you know, sir, that Mr. Fajardo -- withdrawn.

10 Mr. Fajardo, did Mr. Fajardo tell you that he and
11 others filed a claim against Chevron in Canada?

12 A. Well, the truth is I can talk about what I know. We have,
13 we have said like here the big company, they don't want to
14 admit, they don't want to pay. We want to find a way.

15 Q. Mr. Piaguaje, let me interrupt you because my question is,
16 sir, did Mr. Fajardo tell you that he and others filed a claim
17 against Chevron in Canada?

18 A. I'm -- I don't understand what the question is saying.

19 Q. Were you present for any discussions, sir, with Mr. Fajardo
20 and others in which Mr. Fajardo discussed that papers were
21 filed in Canada seeking recognition of the judgment in Lago
22 Agrio?

23 A. Yes, I've heard.

24 Q. Did Mr. Fajardo tell you that?

25 A. Yes.

1 Q. And did Mr. Fajardo tell you also that a petition was filed
2 in Argentina seeking recognition of the Lago Agrio judgment?

3 A. Yes, I have heard.

4 Q. And isn't it true, sir, that Mr. Fajardo has told you and
5 the other Lago Agrio plaintiffs that he will continue to seek
6 enforcement of this judgment in Lago Agrio in other countries?

7 A. I haven't heard that.

8 Q. Are you aware one way or the other whether there's a list
9 of approximately 30 countries in which Mr. Fajardo and others
10 working with him are trying to -- withdrawn.

11 Are you aware, sir, of a list of approximately 30
12 countries around the world in which Mr. Fajardo and others have
13 said they will seek to enforce the judgment in Lago Agrio?

14 MR. GOMEZ: Objection, privilege, your Honor.

15 THE COURT: Sustained as least at to form and then
16 we'll see what happens.

17 Q. Has Mr. Fajardo spoken to the asamblea about seeking to
18 enforce the Lago Agrio judgment against Chevron in 30 countries
19 around the world?

20 MR. GOMEZ: Objection, privileged.

21 THE COURT: Answer yes or no, please.

22 A. What, 30 countries?

23 Q. Yes.

24 A. No, I haven't heard that.

25 Q. You haven't heard -- do you know who Juan Pablo Saenz is?

1 A. No.

2 Q. Have you heard Mr. Fajardo speaking to the press or the
3 media as recently as November 13, 2013, last week, about trying
4 to get recognition for the judgment in Lago Agrio around the
5 world?

6 MR. GOMEZ: Objection, relevance.

7 THE COURT: Overruled. Goes to threatened irreparable
8 injury at least.

9 A. No, I'm not updated. I didn't understand.

10 Q. Did you not understand my question, sir?

11 A. Yes.

12 Q. Have you heard Pablo Fajardo speaking to the media, the
13 press, about --

14 A. No, I haven't heard, no, no.

15 Q. Okay. Now you're a defendant in this case, in this RICO
16 action, in this courthouse, correct?

17 A. Yes.

18 Q. And Chevron has filed a lawsuit against you and other
19 people, correct?

20 A. Yes.

21 Q. And you of course have read the allegations against you,
22 right?

23 A. Excuse me, I didn't understand your question exactly, the
24 question.

25 Q. You know -- withdrawn.

1 You're aware of the allegations that Chevron has made
2 in this case, in this courthouse, against you, sir?

3 A. Regarding the whole trial?

4 Q. Sir, you're aware Chevron has filed allegations in a
5 complaint against you?

6 A. Where, in Ecuador?

7 Q. In this courthouse.

8 A. No.

9 Q. You have lawyers who have been representing you in this
10 case, right?

11 A. Yes.

12 Q. Mr. Julio Cruz -- withdrawn.

13 Mr. Julio Gomez is one of your lawyers, correct?

14 A. Yes.

15 THE COURT: Let's take a break here.

16 (Recess)

17 THE COURT: Let's continue.

18 MR. BRODSKY: Thank you, your Honor.

19 Q. Mr. Piaguaje, in addition to Julio Gomez, you've been
20 represented in connection with this case by Larry Veselka,
21 correct?

22 A. Larry?

23 Q. Yes.

24 A. Yes.

25 Q. And Jarrod Stewart as well?

1 A. Yes.

2 Q. Mr. Veselka and Mr. Stewart visited you in Ecuador in
3 connection with this case?

4 A. Yes.

5 Q. And you've received updates about what's happening in this
6 case, correct?

7 A. What do you mean?

8 Q. You have learned about Chevron's allegations against you in
9 this case?

10 A. Complaints.

11 Q. You've learned about those complaints?

12 A. Complaints, yes.

13 Q. And you've discussed those complaints in this case with
14 Pablo Fajardo, correct?

15 MR. GOMEZ: Objection, vague.

16 THE COURT: Overruled.

17 A. No.

18 Q. Hasn't Mr. Fajardo provided you with legal advice in
19 connection with this case?

20 MR. GOMEZ: Objection, privilege.

21 THE COURT: The question doesn't call for the
22 substance. Overruled.

23 Answer yes or no.

24 A. No.

25 MR. BRODSKY: One moment, your Honor.

1 Q. We'll come back to that, Mr. Piaguaje.

2 Did you inform Mr. Fajardo you were coming here to
3 testify?

4 A. This time, for this time, for this testimony?

5 Q. Yes, for this time, this week.

6 A. Yes.

7 Q. And the last time you testified earlier this year in this
8 courthouse, you informed Mr. Fajardo you were testifying,
9 correct?

10 A. Yes.

11 Q. Did you seek Mr. Fajardo's permission to testify?

12 A. Well, I didn't seek it. I was told I had to come here to
13 testify before this judge to testify and that's what I'm doing,
14 testifying to what I know, what is the truth.

15 Q. Did Mr. Fajardo tell you he was not going to testify?

16 A. No.

17 Q. Did Mr. Fajardo inform the asamblea that he was not going
18 to testify?

19 A. No, I didn't hear that.

20 Q. Did the asamblea make any decisions in connection with
21 whether with Mr. Fajardo would come here to testify?

22 A. Well, I have not been involved in the assembly recently. I
23 don't know.

24 Q. When did you stop being involved in the asamblea?

25 A. 2012.

1 Q. When in 2012?

2 A. Well, I've been participating in the meetings in Lago
3 Agrio.

4 Q. When in 2012?

5 A. What do you mean what part?

6 Q. When in 2012 did you stop participating in the asamblea?

7 A. I don't recall exactly the month because it was when, well,
8 I finished my term as president of my nationality in the first
9 half of the month of June.

10 Q. Did you participate in any asamblea meetings this year?

11 A. I don't think so, no, I don't think so.

12 Q. And nobody from the asamblea -- withdrawn.

13 Did you tell Mr. Yanza you were coming here to
14 testify?

15 A. No.

16 Q. Mr. Yanza is the coordinator of the asamblea, correct?

17 A. Yes.

18 Q. Sir, just before we move on to one other topic, I wanted to
19 ask you with respect to the power of attorney, do you remember
20 the questions I asked you and the answers you gave regarding
21 the power of attorney and you gave to Mr. Fajardo?

22 A. Yes.

23 MR. GOMEZ: Objection, form.

24 THE COURT: The objection as to form is overruled.

25 Q. Mr. Piaguaje, since conferring that power of attorney on

1 Mr. Fajardo, you and the other Lago Agrio plaintiffs have never
2 revoked it, correct?

3 A. No.

4 Q. No, you've never revoked it, right?

5 A. Yes.

6 Q. Okay. Mr. Piaguaje, let's go on to one other thing, couple
7 other things.

8 Before we get to the asamblea a little bit, I want to
9 talk a little bit about your background and experience. Let me
10 direct your attention to your declaration. Do you have that in
11 front of you, Defense Exhibit 1800? I always get the number
12 wrong. Here is Defense Exhibit 1800.

13 (Continued on next page)

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1 Q. Let me direct your attention to paragraph 5.

2 MR. BRODSKY: Can we put the English and the Spanish
3 side by side?

4 Q. You testified at your deposition in May of this year in
5 Spanish, right?

6 A. Yes.

7 Q. You wrote your direct testimony today in Spanish, right?

8 A. Yes.

9 Q. And let me direct your attention to page 2, paragraph 7,
10 the last sentence.

11 What were your responsibilities as president of the
12 entire Siekopai nation during those two two-year terms?

13 A. I was president two times.

14 Q. What were your responsibilities?

15 A. Well, the people of my nationality elected me president so
16 that I could obtain benefits for our community.

17 Q. What did you do to obtain those benefits?

18 A. I was making efforts to obtain benefits which we weren't
19 able to obtain yet, regarding issues such as water, education,
20 many other things.

21 Q. You have travelled outside -- withdrawn.

22 You travelled to the United States in 1997, right?

23 A. Yes.

24 Q. That was during your first term as president of the
25 Siekopai nation?

1 A. Yes.

2 Q. During that trip you visited Miami, right?

3 A. Miami, Boston, and Washington.

4 Q. By Washington you mean, Washington, D.C.?

5 A. Yes.

6 Q. And in 1998 you visited Peru?

7 A. Yes.

8 Q. In 2010, approximately, you visited Venezuela?

9 A. Yes.

10 Q. In 2010, you visited Brazil?

11 A. Yes.

12 Q. And you have an e-mail account, right, Mr. Piaguaje?

13 A. Yes.

14 Q. You have a Facebook account, right?

15 A. That too.

16 MR. BRODSKY: May I approach, your Honor?

17 THE COURT: Yes.

18 MR. BRODSKY: One moment, your Honor. I have just got
19 to do a quick organization here.

20 Let me ask my colleague to do that while I move on to
21 something else.

22 Q. We will get back to your Facebook in a moment, Mr.
23 Piaguaje.

24 Mr. Piaguaje, your Facebook account is in Spanish,
25 right?

1 A. Yes.

2 Q. We will get back to that in a minute.

3 Staying with your declaration, sir, let me direct your
4 attention to page 2, paragraph 11.

5 What do you mean by settlers in paragraph 11?

6 Sir, what do you mean by settlers?

7 A. Settlers are the people from outside who want to live there
8 in the Amazon region.

9 Q. Would you agree, sir, that the only purpose of the Asamblea
10 de Afectados por Texaco is to address the case in Ecuador
11 against Chevron, right?

12 A. Yes.

13 Q. You mentioned the Tarapoa field at least twice in your
14 declaration, right?

15 THE INTERPRETER: What is the name of the field?

16 MR. BRODSKY: T-A-R-A-P-O-A.

17 Q. Let me direct your attention to paragraph 8. You want
18 Chevron to clean up that field, right?

19 A. Yes.

20 Q. Was the Tarapoa contaminated by Texaco or TexPet?

21 A. At that time, I was young, I didn't do anything. I would
22 say it was the Texaco company.

23 Q. Do you have any idea of who actually operated the Tarapoa
24 field?

25 A. Well, I really cannot say because at that time I didn't

1 know anything.

2 Q. Sir, have you made any effort, you yourself, to find out
3 who operated the Tarapoa field?

4 A. Yes. I first started to find out about this subject who
5 was causing the spills, I have heard some settlers mention the
6 Texaco company, because that's how I started to find out a bit
7 at a time.

8 Q. Let me direct your attention to the Tarapoa field itself,
9 just isolated to the Tarapoa field. Do you have any personal
10 knowledge as to who contaminated that field?

11 MR. GOMEZ: Objection. Relevance, your Honor.

12 THE COURT: Overruled.

13 A. That's what I told you earlier that some persons, settlers,
14 told me it was Texaco, but I can't tell you personally. That's
15 why I trusted in them that it was Texaco.

16 Q. Sir, the asamblea has nothing to do with addressing
17 contamination by Petroecuador, right?

18 A. To start a trial again?

19 Q. The asamblea, you're a member of, right?

20 A. Yes.

21 Q. The asamblea that has the name Texaco in it, right?

22 A. What do you mean? Of course I hear the title, but what do
23 you mean? I don't know.

24 THE COURT: You're belaboring this point.

25 MR. BRODSKY: Yes, your Honor. Understood.

1 Q. Is it your testimony, sir, that each affected field, and
2 directing your attention to paragraph 11, each affected field
3 or region is part of the asamblea?

4 MR. GOMEZ: Objection. Form.

5 THE COURT: Overruled.

6 A. What is in my statement, what I have written, for example,
7 in my statement and what is written is what I have seen
8 personally.

9 Q. Are you familiar with the Huaorani?

10 A. Yes.

11 Q. Aren't they one of the indigenous groups in this region?

12 MR. GOMEZ: Objection. Vague.

13 THE COURT: Overruled.

14 A. In Orellana, but on the other side of the Napo River.

15 Q. Would they fall within, your words in paragraph 11,
16 affected field or region or indigenous nation affected by
17 petroleum contamination?

18 MR. GOMEZ: Objection. Form.

19 THE COURT: Overruled.

20 A. Yes.

21 Q. And they are not part of the asamblea, correct?

22 A. Yes, they do belong to it.

23 Q. Sir, isn't it a fact that the Huaorani have sued, filed a
24 lawsuit, against Steven Donziger and the Amazon defense front
25 in this courthouse stating they are not part of the asamblea?

1 A. Well, I don't know anything about that part.

2 Q. Have you seen any representatives of the Huaorani at your
3 asamblea meetings?

4 A. Yes.

5 Q. When did you see them?

6 A. When I was there in 2012, in early 2012.

7 Q. So it's your testimony, sir, that they are part of the
8 assembly?

9 A. Yes. Because the Huaorani do participate there, at least
10 as far as I saw.

11 Q. Your witness statement, sir, does not mention the Amazon
12 Defense Front, correct?

13 THE COURT: It either does or it doesn't.

14 Q. You're not a member of the Amazon Defense Front, correct?

15 A. No.

16 Q. You have never been a member?

17 A. No.

18 Q. Who runs the Amazon Defense Front?

19 A. The truth is I don't know. It's administered or run by the
20 president of the Amazon Defense Front.

21 Q. Who is the president?

22 A. Well, when I was there, it was always the president Ermel
23 Chavez, but I don't know now.

24 Q. You have agreed to give a portion of the judgment in the
25 Lago Agrio Chevron case to the ADF, the Amazon Defense Front,

1 right?

2 A. You mean when we win?

3 Q. You understand that a judgment was issued in the Lago Agrio
4 Chevron case, right?

5 A. Yes.

6 Q. And you understand you have agreed, you and the other Lago
7 Agrio plaintiffs, have agreed to give a portion of the judgment
8 in that case to the Amazon Defense Front?

9 A. Are you asking me if I have heard that?

10 Q. I am asking if you agree with me that you have agreed to
11 give a portion of the judgment in the Lago Agrio Chevron case
12 to the Amazon Defense Front?

13 MR. GOMEZ: Objection. Form. Vague.

14 THE COURT: Overruled. There is nothing vague about
15 it.

16 A. No.

17 Q. Sir, is it fair to say you do not want to give the Amazon
18 Defense Front 10 percent or more of the judgment?

19 A. No.

20 THE COURT: Ambiguous.

21 Q. Is that no, you do not want to give the Amazon Defense
22 Front 10 percent or more of the judgment?

23 A. Well, at the moment or up to now, I haven't heard anything
24 about that from my group of giving them 10 percent or anything.
25 I myself haven't heard that.

1 Q. So in none of the asamblea meetings that you attended,
2 nobody ever informed you that the Amazon Defense Front was
3 going to receive at least 10 percent of the judgment?

4 A. No.

5 Q. Isn't it a fact, sir, that you have ceded all rights to the
6 Lago Agrio judgment to the Amazon Defense Front?

7 MR. GOMEZ: Objection.

8 THE COURT: Overruled.

9 A. I didn't understand your question very well.

10 Q. Sir, isn't it a fact that you have ceded, given up, all
11 rights to the proceeds from the Lago Agrio judgment to the
12 Amazon Defense Front?

13 MR. GOMEZ: Objection. Vague.

14 THE COURT: There is nothing vague about it, sir.

15 Overruled.

16 A. I'm sorry. I don't understand the question.

17 Q. You understand what the Lago Agrio judgment is, correct?

18 A. Yes.

19 Q. You understand that the Lago Agrio judgment has
20 states -- withdrawn.

21 You understand that, according to the Lago Agrio
22 judgment, money will be given to certain people, correct?

23 A. No.

24 Q. You understand that the Lago Agrio judgment -- withdrawn.

25 You understand, sir, that a judge in Lago Agrio issued

1 a judgment ordering Chevron to pay billions of dollars to
2 certain people and groups, correct?

3 A. I would like to hear the question again, please.

4 MR. BRODSKY: Can we ask the court reporter to read
5 back the question?

6 THE COURT: Yes.

7 (Record read)

8 A. Well, what I don't understand here -- what I understood was
9 that Chevron wanted to pay a judge money. So I am not
10 understanding this question.

11 MR. BRODSKY: Move to strike, your Honor.

12 THE COURT: Stricken, apart from his statement that he
13 doesn't understand the question.

14 Q. Let's do it this way, Mr. Piaguaje. Do you have
15 Plaintiff's Exhibit 2407R? Do you have that in front of you?

16 We will put it on the screen, sir. It's in English
17 anyway.

18 MR. BRODSKY: Can we go to the last page.

19 Q. Sir, do you remember I asked you questions about this
20 certification that you made?

21 A. Yes.

22 Q. And you agree, sir, that you certified that response number
23 11, among others, contain facts within your personal knowledge?

24 A. Yes.

25 MR. BRODSKY: Can we turn to page 29, supplemental

1 response to interrogatory number 11, and blow up where it says
2 "respondent has ceded."

3 Q. You agree, sir, that you certified that you, the
4 respondent, had ceded all rights to the proceeds from the Lago
5 Agrio judgment to the Amazon Defense Front, correct?

6 MR. GOMEZ: Objection. The witness has been asked and
7 answered the question, and he cannot understand the document
8 that's on the video screen.

9 THE COURT: He has been asked the question many times,
10 and he has repeatedly responded that he doesn't understand it.
11 So that portion of the objection is overruled.

12 The point about the language of course is apt. So
13 let's go to the Spanish. Put them both up there and direct his
14 attention to the Spanish.

15 MR. BRODSKY: I do not have the Spanish version. He
16 certified in the document on page 43 that before signing the
17 responses, the contents were translated to him in Spanish.

18 THE COURT: So you're offering that first sentence of
19 the second paragraph of the supplemental response to
20 interrogatory number 11.

21 MR. BRODSKY: I am, your Honor.

22 THE COURT: Received.

23 (Plaintiff's Exhibit 2407R received in evidence)

24 Q. Sir, when you attended the meetings of the asamblea, they
25 were at Selva Viva's offices, right?

1 A. Yes, when there were meetings of the committee.

2 Q. You received notification of the meetings by e-mail,
3 correct?

4 A. No, by telephone.

5 Q. Did you ever receive notification of an asamblea meeting by
6 e-mail?

7 A. No.

8 MR. BRODSKY: May I approach, your Honor?

9 THE COURT: Yes.

10 Q. I am showing you, Mr. Piaguaje, a multipage document,
11 Plaintiff's Exhibit 6724 for identification, Bates number JP55.
12 The first page is in English and the third page is the
13 translation in Spanish. So please turn to the third page.
14 It's an e-mail, dated November 8, 2010, from Luis Francisco to
15 a number of e-mail addresses.

16 Have you had a chance to read it?

17 A. Yes.

18 Q. Does your e-mail address appear as a recipient of this
19 e-mail?

20 A. Yes.

21 Q. Does this relate to an asamblea meeting?

22 A. I think it was about a meeting of the committee.

23 Q. A meeting of the committee of the asamblea?

24 A. Yes. Part of the assembly, but only the presidents of the
25 indigenous nations and the settlers.

1 MR. BRODSKY: We offer 6724.

2 THE COURT: Received hearing no objection.

3 MR. GOMEZ: No objection.

4 MR. FRIEDMAN: No objection.

5 (Plaintiff's Exhibit 6724 received in evidence)

6 Q. Did this committee meeting of the asamblea take place on
7 November 12, 2010?

8 A. I'm not familiar with this document very much, and I don't
9 remember the exact date of when it was.

10 Q. You produced this document, did you not?

11 A. To whom?

12 Q. You gave it to your lawyers who gave it to Chevron
13 Corporation in this case.

14 A. Yes.

15 Q. Do you know whether or not there are minutes -- regardless
16 of whether you remember the exact date, do you know whether or
17 not there are minutes to this meeting that took place in
18 Plaintiff's Exhibit 6724?

19 MR. GOMEZ: Objection. It assumes facts.

20 THE COURT: Overruled.

21 A. Yes. There may be, but I don't remember exactly. When we
22 have meetings, there are minutes taken, but I don't remember
23 the exact date.

24 Q. In collecting documents in connection with this case, did
25 you ask anyone for the minutes of the asamblea meetings?

1 A. Did I ask the secretary?

2 Q. Or anybody at the asamblea.

3 A. Yes.

4 Q. Who did you ask?

5 A. Once I told Luis I think. No, it was Pablo. I told Pablo
6 to give me the minutes of the meeting so that I can remember
7 because I live far away and I haven't yet gotten them.

8 Q. By Pablo, you mean Pablo Fajardo?

9 A. Yes.

10 MR. BRODSKY: May I approach, your Honor?

11 A. When I say Pablo, it's Pablo Fajardo.

12 Q. Mr. Piaguaje, I am going to show you another document you
13 produced in this case, Plaintiff's Exhibit 6714 for
14 identification, Bates labeled JP 65. The third page is in
15 Spanish Mr. Piaguaje.

16 Do you recognize the document, Mr. Piaguaje?

17 Mr. Piaguaje, do you recognize your e-mail address?

18 A. Yes.

19 Q. That's an e-mail exchange that you had with Luis Yanza,
20 correct?

21 A. Yes.

22 Q. Relating to an asamblea meeting?

23 A. Yes. He sent me these, but this was some time ago, these
24 e-mails back before, and I don't really pay a lot of attention
25 to my e-mail. I read them quickly and then I move on. I don't

1 spend a lot of time reading e-mail.

2 MR. BRODSKY: We offer 6714.

3 MR. GOMEZ: No objection.

4 MR. FRIEDMAN: No objection.

5 THE COURT: Received.

6 (Plaintiff's Exhibit 6714 received in evidence)

7 Q. Now, sir, directing your attention to Luis Yanza's e-mail
8 to you on November 15, 2010, you remember, sir, there were
9 discussions in the asamblea meetings when you were on the
10 executive committee about legalizing the existence of the
11 asamblea?

12 A. Yes, I do remember that.

13 Q. These discussions started in late 2010, right?

14 MR. GOMEZ: Objection. Vague.

15 THE COURT: Overruled.

16 A. Well, as I said to you earlier, when I was president of my
17 nation, I began attending to these things.

18 Q. And the discussions about legalizing the existence of the
19 asamblea started in the latter half of 2010, correct?

20 MR. GOMEZ: Objection. It calls for a legal
21 conclusion.

22 A. Yes.

23 THE COURT: Overruled.

24 MR. BRODSKY: May I approach?

25 THE COURT: Yes.

1 Q. Mr. Piaguaje, let me show you another e-mail that you
2 produced in this case, JP 77 to JP 79. The last three pages
3 are in Spanish.

4 This is another e-mail exchange, sir, you had,
5 correct, with Luis Yanza?

6 A. Yes.

7 Q. Directing your attention to the bottom of the first page,
8 starting with "the main purpose of this workshop," you
9 attended, Mr. Piaguaje, this workshop on December 3 and
10 December 4, 2010, right?

11 A. Let me try to remember. Yes, it seems so.

12 Q. And that workshop was about getting ready to receive money
13 in the Lago Agrio Chevron case, right?

14 MR. GOMEZ: Objection.

15 THE COURT: Overruled.

16 A. Yes. It was for all manner of work, of planning work.

17 Q. Planning to manage the money from a judgment in the Lago
18 Agrio Chevron case, right?

19 A. Yes, it seems so. That's what I recall.

20 Q. And if you look at the second page, sir, you see how Luis
21 Yanza's title is coordinator of the Texaco case, the ADF? Do
22 you see that?

23 A. Yes.

24 Q. What was Mr. Yanza's responsibilities as the coordinator of
25 the Texaco case, the ADF?

1 MR. BRODSKY: Withdrawn.

2 THE COURT: I think you may be misreading the
3 document.

4 Q. Does it say there, Luis Yanza, coordinator of the Texaco
5 case?

6 MR. BRODSKY: Let me withdraw that question and ask a
7 better one.

8 Q. What were Mr. Yanza's responsibilities as coordinator of
9 the Texaco case at asamblea meetings?

10 A. Luis Yanza's job?

11 Q. Yes.

12 A. He coordinates us, the indigenous nations, when we have
13 assemblies, so that we can express our views.

14 Q. Is it fair to say --

15 THE COURT: Let him finish.

16 MR. BRODSKY: I apologize.

17 A. For the indigenous nations and the settlers.

18 Q. Is it fair to say, Mr. Piaguafe, that Mr. Yanza and Mr.
19 Fajardo set the agenda for the asamblea meetings?

20 A. Yes. Well, at the first meeting, we decide what we are
21 going to address, and then Luis Yanza, he is our coordinator,
22 he does that. My lawyer, Pablo Fajardo, deals with the legal
23 aspects, and as far as the legal aspects, I don't know much
24 about that. That's up to the attorneys.

25 Q. Sir, is it fair to say the executive committee of the

1 asamblea made the decisions, according to you, about how the
2 funds that are raised to finance the judgment for collection of
3 the judgment are spent?

4 A. Yes.

5 Q. Did the asamblea determine what percentage of the judgment
6 was going to go to the attorneys?

7 A. Yes.

8 Q. Did the asamblea determine how much money Mr. Donziger
9 would be paid on a monthly basis?

10 A. No.

11 Q. Did the asamblea determine how much money Fajardo, Pablo
12 Fajardo was paid on a monthly basis?

13 A. No.

14 Q. Before the Lago Agrio judgment was issued in February 2011,
15 did the asamblea discuss whether to give Pablo Fajardo 10
16 percent of the total fees going to the lawyers?

17 MR. GOMEZ: Objection. It assumes facts.

18 THE COURT: Overruled.

19 A. No.

20 Q. Did you know, prior to the issuance of the Lago Agrio
21 judgment in February 2011, that Pablo Fajardo signed an
22 agreement with the representative of the asamblea giving Pablo
23 Fajardo the right to 10 percent of all of the attorneys' fees?

24 A. No.

25 MR. BRODSKY: May I approach, your Honor?

1 THE COURT: You may.

2 Q. Mr. Piaguaje, let me show you Plaintiff's Exhibit 559A for
3 identification, which is a multipage document. The first 11
4 pages, sir, are in Spanish and pages 13 through 23 are in
5 English.

6 MR. BRODSKY: For the record, the title of the
7 document is retainer agreement. The Bates number is Woods
8 45416 to 45426.

9 Q. Have you ever seen this document before?

10 A. No.

11 Q. Let me ask you to turn to page 10 of the document, the
12 signature page.

13 I would like you to turn to the signature page in the
14 English version, sir. So it's page 22 of 23.

15 MR. BRODSKY: Your Honor, with your permission, may I
16 help the witness?

17 THE COURT: Yes.

18 Q. It's also on the screen, Mr. Piaguaje.

19 Do you recognize that distinct signature of Ermel
20 Gabriel Chavez Parra, president it says of Frente de Defensa de
21 la Amazonia?

22 A. I don't recall the signature very well because I haven't
23 seen it much.

24 Q. Do you know who Ermel Gabriel Chavez Parra is?

25 A. Ermel Chavez, I know who he is.

1 Q. Who is he?

2 A. Well, I have seen that Ermel Chavez was the president of
3 the Amazon Defense Front.

4 Q. Have you seen Luis Yanza's signature in the past?

5 A. Of course I have seen it, but I don't recall what his
6 signature looks like.

7 Q. What about Pablo Fajardo?

8 A. Likewise, I couldn't say because I don't know it very well.

9 Q. Did Mr. Chavez ever mention to the asamblea, prior to the
10 issuance of the judgment in the Lago Agrio case in February
11 2011, that Pablo Fajardo was going to receive 10 percent of the
12 attorneys' fees in the case?

13 A. I didn't hear that.

14 Q. Did Mr. Yanza ever tell the Asamblea de Afectados por
15 Texaco that he was going to sign an agreement giving Pablo
16 Fajardo 10 percent of the attorneys' fees in the case?

17 A. I didn't hear that.

18 Q. Now, Mr. Donziger never provided you and the Lago Agrio
19 plaintiffs with an accounting of how money was spent by him in
20 connection with the Lago Agrio Chevron case, right?

21 MR. DONZIGER: Objection. Vague. Lago Agrio
22 plaintiffs.

23 THE COURT: Mr. Friedman is the lawyer on this
24 witness.

25 MR. DONZIGER: I don't know if it is clear.

1 THE COURT: Well, it is clear, because he is the one
2 who has indicated no objection to various exhibits. If Mr.
3 Friedman has an objection, I will hear it. You know this rule.
4 We set it up before the trial.

5 MR. DONZIGER: I represent another party per the
6 Court's order.

7 THE COURT: Mr. Friedman is the lawyer.

8 Mr. Friedman, do you have a problem?

9 MR. FRIEDMAN: I guess I would say vague, your Honor.

10 THE COURT: I guess I would say overruled.

11 MR. BRODSKY: Your Honor, can I ask the reporter to
12 read back the question.

13 THE COURT: Yes.

14 (Record read)

15 A. No.

16 Q. Did you ever ask Mr. Donziger for an accounting of how he
17 spent the money in connection with the Lago Agrio Chevron case?

18 A. No.

19 Q. Did the asamblea ever ask Mr. Donziger for an accounting of
20 how he spent funds raised in connection with the Lago Agrio
21 Chevron case?

22 MR. GOMEZ: Objection, your Honor. During his
23 service?

24 THE COURT: He is capable of answering to the best of
25 his knowledge.

1 A. I have not heard that.

2 Q. Did you ever hear of the Amazonia Recovery Limited?

3 A. From whom?

4 Q. From anybody at the asamblea.

5 A. Because of this trial?

6 Q. Have you ever heard of a company called Amazonia Recovery
7 Limited ever?

8 A. No.

9 Q. Did you hear from anyone at the asamblea, including
10 Mr. Yanza and Mr. Fajardo, that an entity was going to be
11 formed in Gibraltar that was going to receive the money from
12 the Lago Agrio Chevron judgment?

13 A. Yes. What we have set up is a trust that would, if we win,
14 would manage the money that we would receive.

15 Q. Pablo Fajardo told you this?

16 A. Well, yes, Pablo Fajardo, yes. If we win, if we win money
17 from this, to be able to manage it properly, we set up a fund
18 so it would be a good accounting and good management of the
19 money.

20 Q. Did you participate in any discussion with Mr. Fajardo or
21 others at the asamblea that any money received from the Lago
22 Agrio Chevron judgment would be managed in a trust outside of
23 Ecuador?

24 A. No, in Ecuador itself.

25 Q. Are you aware one way or the other whether -- withdrawn.

1 Who told you that the money would be received in
2 Ecuador as opposed to outside of Ecuador?

3 MR. GOMEZ: Objection. It assumes facts.

4 THE COURT: The witness just testified that the trust
5 was set up to handle the money and it would be in Ecuador.
6 Overruled.

7 A. Could you please repeat the question?

8 Q. Who told you that any money received from the Lago Agrio
9 Chevron judgment would be managed in a trust in Ecuador itself?

10 A. Well, we have the coordinators. You have Luis Yanza and
11 you have Humberto Piaguaje as coordinators, and they inform us
12 of what is going on, because for my part I don't know anything
13 about this so they inform us.

14 MR. BRODSKY: May I approach, your Honor?

15 THE COURT: Yes.

16 Q. I am showing you, Mr. Piaguaje, two exhibits, Plaintiff's
17 Exhibit 7701 and Plaintiff's Exhibit 7700.

18 If we take the first one, 7701 first, it's Bates
19 labeled JRIZACK 35 through 42, and the first eight pages are in
20 Spanish and pages 10 through 17 are in the original English.

21 Have you ever seen this document before, sir?

22 A. No.

23 Q. Did you, sir, have any knowledge that 21 million, more than
24 \$21 million has been spent in connection with the Lago Agrio
25 litigation by your attorneys between 2007 and 2013?

1 MR. GOMEZ: Objection. It assumes facts.

2 THE COURT: Sustained as to form.

3 Q. Are you aware, sir, of how much money has been spent in the
4 Lago Agrio Chevron case and related litigation by Mr. Donziger
5 and those working with him between 2007 and 2013?

6 A. No.

7 Q. In looking at Plaintiff's Exhibit 7700, would you take a
8 moment to look at the Spanish portion? This is Bates number
9 JRIZACK 14 -- it's got different Bates numbers on it, but we
10 will just go with, at the top it says Steven Donziger &
11 Associates. It has an address in New York, New York.

12 On the first page it has the date of February 2, 2012.
13 And then it has a different date every month from February 2012
14 through July 2012.

15 Have you ever seen this document before, Mr. Piaguaje?

16 A. No.

17 Q. Did you know Mr. Donziger was receiving \$35,000 a month
18 from January 2012 through at least July 2012 in professional
19 service fees?

20 MR. FRIEDMAN: I would object. I don't think that
21 fact has been established.

22 THE COURT: Sustained as to form.

23 MR. BRODSKY: If I can offer this document subject to
24 connection, 7700 and 7701.

25 THE COURT: Any objection?

1 MR. FRIEDMAN: To offering the document, no.

2 MR. GOMEZ: Subject to connection.

3 THE COURT: All right. They are both received subject
4 to connection.

5 (Plaintiff's Exhibits 7700 and 7701 received in
6 evidence)

7 Q. Mr. Piaguaje, if you look at the first page of 7700, in
8 Spanish, you see where it says Steven Donziger & Associates at
9 the top?

10 A. This here?

11 Q. Yes.

12 Did you know, sir, that Mr. Donziger received \$35,000
13 a month from at least February 2012 through July 2012 in
14 professional service fees?

15 MR. FRIEDMAN: Objection again, your Honor.

16 THE COURT: Sustained as to form.

17 Q. Were you aware, sir, of how much Mr. Donziger received per
18 month from February 2012 to July 2012 in professional service
19 fees?

20 A. No.

21 MR. FRIEDMAN: I would object as to form.

22 THE COURT: That's not objectionable as to form, but
23 it might be helpful and more expeditious if counsel remembered
24 that in the practice of law, there can sometimes be a
25 difference between billed and received, like in most other

1 economic activities. After you're out of the U.S. attorney's
2 office a couple of more years, you will remember.

3 MR. BRODSKY: I never did a securities fraud case,
4 your Honor. That was a joke for the record, a bad one.

5 Q. Mr. Piaguaje, were you aware that Mr. Donziger and
6 associates charged \$35,000 a month in professional service fees
7 each month from February 2012 through at least July 2012?

8 MR. FRIEDMAN: Object, your Honor, on form.

9 THE COURT: What is the objection? Obviously, you can
10 see its authenticity. So it's in. It looks like a bill from
11 Mr. Donziger. And who do you suppose that bill would be
12 rendered to other than the Lago Agrio plaintiffs?

13 (Continued on next page)

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1 MS. FRIEDMAN: Well, that's exactly the point, your
2 Honor. I don't think it's clear who that bill is rendered to
3 and --

4 THE COURT: Do you have another candidate?

5 MS. FRIEDMAN: Well, there's not even -- I don't
6 think -- my understanding of the source of these documents,
7 your Honor, is a -- it's not actually an accountant, but
8 Mr. Rizack, who kept various financials for Mr. Donziger. I
9 don't even know, I don't think it's been established these were
10 ever even sent.

11 THE COURT: It seems to me that the document is
12 sufficient to permit the question. And then if you want to
13 deal with it in some other way, that's your privilege, of
14 course.

15 MS. FRIEDMAN: All right.

16 A. No.

17 MR. BRODSKY: Your Honor, I was going to go to a
18 different part. Happy to do it now. I'll go forward.

19 Q. Mr. Piaguaje, can you turn back to your witness statement,
20 Defendant's Exhibit 1800. We'll put it up on the screen for
21 you. Let me direct your attention to paragraph 40, which is on
22 page 7. Do you see where it says I have -- withdrawn.

23 Directing your attention to that paragraph,
24 Mr. Piaguaje, what did you mean by "ratify"?

25 A. It would be to repeat again it means.

1 Q. Did you choose -- I'm sorry.

2 Did you choose that word, Mr. Piaguaje, or did your
3 lawyer choose that word, ratify?

4 A. My attorney.

5 Q. What did you mean, what court rules are you talking about
6 in paragraph 40 where you say violation of court rules by
7 anyone?

8 A. With the rules it means, how can you explain this, well,
9 you have to follow -- you have to follow what is being done,
10 for example.

11 Q. Were you referring to court rules in Ecuador or court rules
12 in the United States or both?

13 A. Well, in Ecuador.

14 Q. Let me ask you to turn to paragraph 18, page 4. The first
15 sentence there, what did you mean by extort money?

16 A. To lie.

17 Q. Let me ask you to turn to paragraph 36, page 6. When you
18 wrote this, sir, in paragraph 36, you meant, of course, that
19 you've never had knowledge of actions taken by Mr. Donziger
20 prior to Chevron filing its complaint against you in 2011,
21 right?

22 A. Once again?

23 Q. Sir, did you, when you wrote this that you'd never had any
24 knowledge of actions taken by Mr. Donziger in New York, did you
25 mean you don't have any personal knowledge?

1 A. No. I'm aware that he's supporting with this part of the
2 trial.

3 Q. Since the complaint against you by Chevron and --
4 withdrawn.

5 Since the complaint by Chevron against you and others
6 was filed, you've learned about the documentary film Crude,
7 right?

8 A. What do you mean, if I had seen the movie Crude?

9 Q. Did you, sir, in your deposition, did you view a portion of
10 the outtakes or of the movie Crude?

11 A. The photographs?

12 Q. Did you watch any movie, a video clip during your
13 deposition, sir?

14 A. Where, in Lima?

15 Q. Yes.

16 A. No.

17 Q. Let me direct your attention to paragraph 31. You were a
18 plaintiff, sir, in the Aguinda v. Texaco case filed in this
19 very courthouse in Manhattan, New York, in 2003, right?

20 THE COURT: I think, Mr. Brodsky, you've got the year
21 wrong by about a decade.

22 MR. MASTRO: '93.

23 MR. BRODSKY: Thank you, your Honor.

24 Q. You were a plaintiff in the Aguinda v. Texaco case filed in
25 this very courthouse in 1993?

1 THE COURT: Let me help you a little further, sir.
2 This courthouse didn't exist in 1993.

3 MR. BRODSKY: I meant metaphorically, your Honor.

4 THE COURT: Let's stick to the real analog world.

5 MR. BRODSKY: I'll move on, your Honor. I'll move on.

6 Q. Mr. Piaguaje, let me direct your attention to other
7 paragraphs. Paragraph 18, page 4, last sentence, prior to
8 Chevron complaining.

9 Sir, when did you learn Chevron was complaining about
10 your attorneys intimidating or pressuring a judge?

11 A. I don't know the date.

12 Q. Was it in 2011?

13 A. Yes, after the judgment.

14 Q. When Chevron filed this complaint against you and others?

15 A. For example, yes, here where it says, yes, exactly.

16 Q. And in paragraph 19, is your answer the same, that you
17 learned about Chevron's complaining about your attorneys
18 drafting a complaint against an Ecuadorian judge when the
19 allegations were filed against you and others?

20 MR. GOMEZ: Objection, vague.

21 THE COURT: Rephrase it.

22 Q. In paragraph 19 where you state prior to Chevron's
23 complaining about it, do you see that, the "it" is what you
24 mentioned, correct, that your attorneys, that you never
25 authorized your -- withdrawn.

1 That you learned Chevron was complaining your
2 attorneys drafted a complaint against an Ecuadorian judge,
3 correct?

4 THE COURT: Sustained as to form. Please, a cleaner
5 question.

6 MR. BRODSKY: Sorry.

7 THE COURT: It's hard enough to get it in English.

8 Q. Paragraph 20, do you see that, Mr. Piaguaje, did you learn
9 that Chevron was complaining that your attorneys put pressure
10 over the judge presiding over the Lago Agrio case when Chevron
11 filed allegations against you and others?

12 A. Yes.

13 Q. In paragraph 21, did you learn about Chevron's allegation
14 that your attorneys threatened to file a complaint against
15 Judge Yanez unless your attorneys -- unless Judge Yanez allowed
16 the plaintiffs to waive the judicial inspections when Chevron
17 filed its complaint against you and others?

18 A. Let's see. I can't answer because I'm not understanding
19 the question very well.

20 THE COURT: Let's take our lunch break. 2 o'clock,
21 please.

22 (Luncheon recess)
23
24
25

1 AFTERNOON SESSION

2 2:09 p.m.

3 THE COURT: There's a matter that I want to discuss
4 before we resume and the witness should leave the room for the
5 time being.

6 (Witness not present)

7 THE COURT: I received over the lunch hour a request
8 from Chevron for an order to show cause with respect to the
9 hard drives, hard drive, or, I think to be more precise, the
10 images of the hard drive of Mr. Moncayo's computer. Among
11 other things, the papers represent that Mr. Gomez is now
12 representing Mr. Moncayo.

13 First of all, is that right, Mr. Gomez?

14 MR. GOMEZ: That's correct, your Honor. I was
15 informed yesterday that we are out of funds to pay for
16 Mr. Russell Yankwitt to continue representation. Given that
17 the amount of work involved has exceed our expectations, there
18 being no other person that could step in, I've elected to step
19 in. And I had a discussion with Mr. Russell yesterday evening
20 at 11 p.m. to understand what the current status is of the
21 reviews and to arrange for transfer of the file today.

22 THE COURT: Has the hard drive been imaged?

23 MR. GOMEZ: The hard drive was copied. And my
24 understanding, your Honor, is that a firm, RVM, has possession
25 of the drive and is indexing its contents. As of last night, I

1 recall seeing an email that that process was still underway and
2 was expected to be completed at some point today, but I don't
3 know that it's been completed yet or when it's expected to be
4 completed exactly.

5 THE COURT: And there are two copies or one?

6 MR. GOMEZ: My understanding is that there are I
7 believe three copies, your Honor: one that's filed under seal
8 with the court last week, one in the possession of RVM, and one
9 that went back with Mr. Moncayo.

10 THE COURT: So you're telling me that one is with the
11 clerk of the court; is that right?

12 MR. GOMEZ: That's my understanding, your Honor, that
13 it was filed under seal last week.

14 THE COURT: And the indexing, tell me what that's
15 about.

16 MR. GOMEZ: I haven't had any of these communications,
17 your Honor. My understanding is that there is a vendor that
18 plaintiff has agreed to pay for who has received the one of the
19 copies of the drives and is required to index, essentially
20 create a list of all of the computer files that are on the
21 drive.

22 THE COURT: And that's RVM.

23 MR. GOMEZ: That's RVM.

24 THE COURT: All right. And where is it intended that
25 this index go?

1 MR. GOMEZ: My understanding is that index was to have
2 gone to Mr. Russell Yankwitt for him to use in his review of
3 the contents of the drive.

4 THE COURT: And where is Mr. Moncayo?

5 MR. GOMEZ: Mr. Moncayo is in Ecuador.

6 THE COURT: All right. Now, Mr. Mastro, I read your
7 proposed order. You're asking me to order various people or
8 organizations who are not parties to this case to do things.

9 MR. MASTRO: Well, the difficulty, your Honor, is that
10 an organization called Earth Rights is claiming some kind of
11 privilege claim. We don't know how they possibly could. But,
12 you know, we're trying to deal with these issues so that we get
13 the documents in a timely way to be able to use in these
14 proceedings. It's also the case, your Honor, so we've spelled
15 out in our application why we think they have no rights and
16 they haven't tried to appear here.

17 THE COURT: I understand that. I understand that.
18 But they're not even parties to the case.

19 MR. MASTRO: I understand.

20 THE COURT: There's no standing here.

21 MR. MASTRO: They have been very litigious in the
22 past, your Honor, in trying to obstruct discovery of Amazon
23 Watch and otherwise. So, therefore, we felt we needed to make
24 application to the Court about being able to receive these
25 documents, including, your Honor, the emails which were also

1 imaged but not deposited with the Court. And Mr. Yankwitt told
2 us last night that he was prepared to produce emails and a
3 privilege log this morning. So that's something that should be
4 able to go forward forthwith, but for Earth Rights which we
5 think has no understanding here saying, oh, we should have to
6 review it first.

7 THE COURT: If, as, and when they intervene in this
8 case, I'll deal with any assertions they may make. I would
9 simply say this. All concerned ought to take very careful
10 legal advice before anything further happens.

11 Mr. Gomez, you are directed forthwith, as soon as you
12 leave this courtroom today, to complete whatever review you
13 feel you need to make on behalf of Mr. Moncayo and, if
14 Mr. Moncayo has any privileges to assert, to do it as you see
15 fit and forthwith. And I am going to entertain an application,
16 to which you will have an opportunity to respond, and it may be
17 orally, to direct you forthwith to turn over any responsive
18 materials as to which no privilege is claimed and to move on an
19 extremely expedited schedule as to anything else.

20 Do you understand me?

21 MR. GOMEZ: I understand, your Honor.

22 THE COURT: All right. Let's proceed. Let's get the
23 witness back.

24 MR. BRODSKY: Just for your information on scheduling,
25 your Honor, I have maybe 15, 20 minutes left.

1 THE COURT: Thank you.

2 (Witness present)

3 THE COURT: All right. The witness is reminded he's
4 still under oath.

5 Let's proceed, Mr. Brodsky.

6 MR. BRODSKY: May I approach, your Honor?

7 THE COURT: Yes.

8 BY MR. BRODSKY:

9 Q. I'm showing you, Mr. Piaguaje, Plaintiff's Exhibits 2241
10 through 2247 and 6730 for identification. Would you take a
11 moment to look at those photographs.

12 Mr. Piaguaje, these are photographs, correct, from
13 your Facebook account?

14 A. Yes.

15 Q. And you updated your Facebook page frequently, correct?

16 A. When, when I leave where there is a internet signal.

17 Q. So in, for example, Plaintiff's Exhibit 6730 for
18 identification, those are photographs that you uploaded during
19 your trip here late last week?

20 A. Yes.

21 Q. And you access the internet to upload these photographs,
22 correct?

23 A. Yes, in Facebook.

24 Q. And on a regular -- withdrawn.

25 When you have the ability to access the internet, you

1 know how to do that, correct?

2 A. A little.

3 MR. BRODSKY: Your Honor, we offer 2241 through 2247
4 and 6730.

5 MR. GOMEZ: Your Honor, I have an objection to these
6 documents on the grounds of relevance.

7 THE COURT: The relevance, Mr. Brodsky?

8 MR. BRODSKY: At least in two respects. First, I
9 think they reflect evidence of a sophistication in terms of
10 uploading and using and accessing the internet. And, your
11 Honor, reasonable inferences can be drawn from that that if
12 Mr. Piaguaje wanted to learn information about the case or the
13 allegations or what steps are being taken or the Court's
14 findings, he can do that.

15 And, second, these are all uploaded by him in Spanish,
16 and I think they're his messages in Spanish which reflect that
17 that's the language that he's using when he's uploading images
18 to his Facebook account.

19 MR. GOMEZ: Your Honor, for one, I don't think the
20 images establish the kind of understanding of the internet that
21 one would need to conduct searches of various items using
22 search engines. I think they're two different things, or at
23 least the questioning hasn't established that he possesses that
24 kind of expertise in terms of use of the internet.

25 And, two, with respect to the language, I think

1 Mr. Piaguaje has been testifying today in Spanish. I don't
2 think there's a dispute that he speaks and understands the
3 language.

4 THE COURT: Well, actually he said earlier that he
5 spoke it a little or understood it a little, something to that
6 effect.

7 MR. GOMEZ: Yes, that's correct, your Honor. I don't
8 think that the photographs or Facebook pages one way or the
9 other really add to that particular testimony.

10 THE COURT: That all goes to the weight. They're all
11 received.

12 (Plaintiff's Exhibits 2241 through 2247 and 6730
13 received in evidence)

14 Q. Mr. Piaguaje, just a few final questions focusing on the
15 period of late 2010.

16 Do you recall attending asamblea meetings in the
17 latter half of 2010?

18 A. I do not remember.

19 Q. Do you remember --

20 MR. BRODSKY: Well, may I approach, your Honor?

21 THE COURT: Yes.

22 Q. Let me show you, Mr. Piaguaje, Plaintiff's Exhibit 7019 for
23 identification, Bates labeled LAP1660 through 1662. And the
24 first few pages, Mr. Piaguaje, are in English. And if you go
25 to the back, the last three pages are the Spanish original.

1 Does this refresh your recollection, Mr. Piaguaje,
2 regarding topics of conversation at asamblea meetings in late
3 2010?

4 A. Well, I don't remember.

5 Q. If I can direct your attention to the first page of the
6 minutes where it says confirmation of quorum and direct your
7 attention to OISE. Do you recognize what OISE is?

8 A. Yes.

9 Q. What is it?

10 A. That's the indigenous organization of the Secoya of
11 Ecuador.

12 Q. And at this time in 2010, you were the delegate from OSIE,
13 correct?

14 A. Yes, from June on.

15 Q. From June 2010 through 2012?

16 A. Yes.

17 MR. BRODSKY: We offer 7019, your Honor.

18 THE COURT: Received without objection.

19 (Plaintiff's Exhibit 7019 received in evidence)

20 Q. And directing you to the third page, at the top of the
21 page, do you remember Mr. Yanza presenting a proposal of
22 support for Steven Donziger?

23 A. No.

24 Q. Does this document refresh your recollection at all of a
25 discussion in late 2010 at asamblea meetings regarding attacks,

1 so-called attacks on Mr. Donziger?

2 A. I'm sorry, I didn't hear it very well. Could you repeat
3 the question.

4 Q. Does this document refresh your recollection at all that
5 there was discussion at asamblea meetings in late 2010 about
6 Chevron's allegations relating to Steven Donziger?

7 A. Yes. Humberto Piaguaje commented that to me.

8 (Continued on next page)

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1 Q. And the asamblea issued an agreement of support for Mr.
2 Donziger?

3 A. I don't know. I don't know.

4 MR. BRODSKY: May I approach for the final time, your
5 Honor?

6 THE COURT: Yes.

7 Q. Let me show you, Mr. Piaguaje, a document that you
8 produced. It's Plaintiff's Exhibit 6703. The first part is in
9 English. The document you produced starts from pages 6 through
10 9 in Spanish and it's Bates number JP 3 through JP 6.

11 Do you remember producing this document, Mr. Piaguaje?

12 A. Yes.

13 Q. This is an informational bulletin put out by the assembly
14 of the affected by Texaco?

15 A. Yes.

16 Q. Directing your attention to the third page, paragraph 4.
17 We will put it up on the screen for you, too, Mr. Piaguaje.

18 Does this refresh your recollection, Mr. Piaguaje,
19 that the asamblea expressed support for Mr. Donziger in late
20 2010?

21 A. Well, at that time, I wasn't aware of this. When I was
22 asked, I gave this document but I didn't have a thorough
23 knowledge of it.

24 Q. You don't recall reading the document at the time?

25 A. Well, yes, about struggling for 17 years or fighting for 17

1 years, but not much more detail than that.

2 MR. BRODSKY: No further questions, your Honor.

3 THE COURT: Thank you.

4 Redirect, Mr. Gomez.

5 MR. GOMEZ: Before I begin, for the sake of
6 completeness, Mr. Brodsky made reference to Plaintiff's Exhibit
7 6407R. In particular, Mr. Piaguaje's response to
8 interrogatories number 6 and 11. I would ask that the entirety
9 of those responses be moved into evidence for the Court's
10 consideration as opposed to just portions or one sentence.

11 THE COURT: Any problem, Mr. Brodsky?

12 MR. BRODSKY: When Mr. Gomez says the entirety, if he
13 means the portion below supplemental response to the
14 interrogatory and above the next interrogatory, no objection.

15 MR. GOMEZ: That's what I mean.

16 THE COURT: Those additional portions are received.

17 Was there an intention to offer 6703?

18 MR. BRODSKY: Yes, your Honor. We offer that. I
19 believe I may have omitted offering 559A.

20 THE COURT: One thing at a time.

21 Is it offered for the truth or is it offered simply as
22 a statement?

23 MR. BRODSKY: Simply as a statement.

24 THE COURT: 6703 is received not for the truth.

25 (Plaintiff's Exhibit 6703 received in evidence)

1 THE COURT: What was the other one?

2 MR. BRODSKY: 559A is the agreement between Mr.
3 Fajardo, Mr. Yanza, and the leader of the asamblea.

4 THE COURT: Any objection?

5 MR. GOMEZ: No objection.

6 THE COURT: Received.

7 (Plaintiff's Exhibit 559A received in evidence)

8 REDIRECT EXAMINATION

9 BY MR. GOMEZ:

10 Q. Goods afternoon, Mr. Piaguaje.

11 A. Good afternoon.

12 Q. Mr. Piaguaje, who is Humberto Piaguaje?

13 A. He is the vice coordinator or sub-coordinator of the
14 assembly of the affected.

15 Q. Is that the position he held when you were a member of the
16 executive committee or the position he holds presently?

17 A. Yes.

18 Q. Did Humberto Piaguaje hold the position of vice
19 sub-coordinator of the asamblea when you were on the executive
20 committee in year 2010 through 2012?

21 A. Yes.

22 Q. Does Mr. Piaguaje, Mr. Humberto Piaguaje, hold the position
23 of vice sub-coordinator of the asamblea at present?

24 A. No. Now he is the coordinator.

25 Q. What is the responsibility of the sub-coordinator of the

1 asamblea?

2 MR. GOMEZ: Withdrawn.

3 Q. What is the responsibility of the coordinator of the
4 asamblea?

5 A. That person coordinates all matters related to this trial,
6 that is, he is a liaison or a link with the attorneys, as well
7 as with us, with the communities.

8 Q. Is he responsible for preparing the agendas of the asamblea
9 meetings?

10 MR. BRODSKY: Objection. Leading.

11 THE COURT: Sustained.

12 Q. What are the specific tasks that he is required to perform
13 as coordinator?

14 A. Well, as the category, I am not very familiar. It's not a
15 position that I myself have held. But he works with the
16 indigenous communities and with the attorneys deciding or
17 working with us to decide what we will do, the presidents of
18 all of the indigenous nations and the settlers as well.

19 Q. Why was the asamblea created?

20 MR. BRODSKY: Objection.

21 THE COURT: Sustained.

22 Q. What is the purpose of the executive committee in the
23 asamblea?

24 A. The executive committee holds meetings with representatives
25 of all of the indigenous nations as well as the cooperative,

1 part of the affected, the persons affected.

2 Q. How many persons sat on the executive committee of the
3 asamblea when you were a member of it between 2010 and 2012?

4 A. I don't know how to tell you exactly how many. There is a
5 representative from all of the indigenous nationalities, as
6 well as the coordinator and the representative of the Amazon
7 Defense Front. So exactly I don't know, 10, 12.

8 Q. You mean 10 to 12 people?

9 A. Yes.

10 Q. Which indigenous nationalities were represented on the
11 executive committee on the asamblea when you were a member of
12 it between 2010 and 2012?

13 A. The Kofan and the Siona, the Kichwa, the Siekopai, my own,
14 the settlers. Those all meet in the committee.

15 Q. Who did the settlers represent?

16 A. Themselves.

17 Q. How were they selected, the settlers, to participate on the
18 executive committee?

19 A. Each one of the cooperatives was given a chance to be
20 represented on the executive committee.

21 Q. When you say cooperative, what are you referring to?

22 A. In Ecuador, when settlers get together and form a group in
23 a community of sorts, that's what a cooperative is. We use the
24 word comunidad in Ecuador really to refer to indigenous people
25 so it's a cooperative.

1 Q. Can you identify some of the cooperatives that were
2 represented in the executive committee when you were a member
3 between 2010 and 2012?

4 A. Yes. I know the communities, but I don't know the names of
5 all of the cooperatives, the settler communities.

6 Q. How were the representatives of the indigenous groups who
7 sat on the executive committee of the asamblea selected?

8 MR. BRODSKY: Objection. Foundation.

9 THE COURT: Sustained.

10 Q. Who selected the representatives of indigenous groups to
11 sit on the executive committee of the asamblea?

12 MR. BRODSKY: Same objection.

13 THE COURT: Sustained.

14 MR. GOMEZ: What is the objection?

15 THE COURT: There is no foundation. No showing that
16 he has personal knowledge.

17 Q. Sir, how were you selected to sit on the executive
18 committee of the asamblea?

19 A. Because I was president, that's why I had to join in the
20 executive committee.

21 Q. At the time that you were sitting on the executive
22 committee of the asamblea, were there representatives of other
23 indigenous nations sitting on that committee?

24 A. Of other indigenous nationalities?

25 Q. Yes.

1 A. Yes.

2 Q. How were they selected to participate on this committee?

3 MR. BRODSKY: Objection.

4 THE COURT: Sustained. It's the same question you
5 have asked twice before.

6 Q. Mr. Piaguaje, do you know how representatives of other
7 indigenous groups were selected to sit on the executive
8 committee of the asamblea between 2010 and 2012?

9 A. Yes. Because each community, they will elect who their
10 candidate is, who becomes like a president, and that president
11 is on the executive committee representing that community.

12 Q. Mr. Piaguaje, was a quorum always taken at every executive
13 committee meeting that you attended?

14 A. Yes.

15 Q. How was that done?

16 A. It had to be one more than half.

17 Q. Whose responsibility was it to identify sufficient
18 participation to constitute a quorum for a meeting of the
19 executive committee?

20 A. Well, those of us who are there can see ourselves because
21 we know who is there, and we can tell if there is more than
22 half of the number and put in from among ourselves. We appoint
23 somebody to do that.

24 Q. Did you ever read the minutes of previous executive
25 committee meetings?

1 A. I didn't, but I did hear when others were reading them.

2 Q. When an executive committee meeting of the asamblea
3 started, were the minutes of a previous executive committee
4 meeting read and approved?

5 A. Yes.

6 Q. When you were a member of the executive committee between
7 2010 and 2012, you testified in response to Mr. Brodsky's
8 questions that a trust was discussed. Do you remember that
9 testimony?

10 A. Yes.

11 Q. What was discussed at the executive committee meetings that
12 you attended between 2010 and 2012 regarding a trust?

13 MR. BRODSKY: Objection. Time period, your Honor.

14 THE COURT: No. He said 2010 to 2012. Overruled.

15 A. Well, we began working to build together with those
16 affected and together with our supporters, the coordinator, the
17 attorneys and other colleagues, participants, representatives
18 of the Amazon Defense Front, and we understood that we needed
19 to set up a trust in order to manage money and not waste it and
20 focus on the projects for which we had started this lawsuit and
21 the four issues that we had set out to address.

22 Q. Who was supposed to manage the trust to which you refer?

23 A. Who started using that word?

24 Q. No. Who was supposed to manage the trust that you are
25 talking about?

1 A. Well, what we talked about in the executive committee was
2 that we would need to hire outside persons, professionals, but
3 that they couldn't just spend the money any way, and that there
4 should be one person from each indigenous nationality, as well
5 as a settlers there, to have oversight over that.

6 Q. Has the assembly identified specific people to perform
7 oversight of the trust that you were talking about?

8 MR. BRODSKY: Objection.

9 THE COURT: Sorry. Did you say objection?

10 MR. BRODSKY: Yes.

11 THE COURT: Ground.

12 MR. BRODSKY: Relevance.

13 THE COURT: Why is it relevant?

14 MR. GOMEZ: Your Honor, there is an allegation --

15 THE COURT: And why wasn't it in the witness
16 statement?

17 MR. GOMEZ: First of all, there is an allegation that
18 all of these decisions are being made or at least directed by
19 Mr. Donziger. I would like to elicit testimony from the
20 witness that contradicts that allegation.

21 As for the reason it was not in the witness statement,
22 your Honor, the questions about the trust were raised on cross.
23 It revealed to me that the witness possesses a greater
24 understanding of this than I once imagined, and I would like to
25 ask him questions to elicit his knowledge.

1 THE COURT: Confine it to the relevant time period.

2 BY MR. GOMEZ:

3 Q. Mr. Piaguaje, after 2011, did the asamblea select specific
4 individuals to provide oversight of a trust that you were
5 talking about?

6 A. Yes.

7 Q. Can you identify who those persons were?

8 A. Well, I only know as to my indigenous community.

9 Q. Who would that be, sir?

10 A. His name is Felipe Lusitande.

11 MR. GOMEZ: Your Honor, may I confer with co-counsel?

12 THE COURT: Yes.

13 MR. GOMEZ: Nothing further.

14 THE COURT: Mr. Friedman?

15 MR. FRIEDMAN: Nothing for us.

16 THE COURT: Recross?

17 MR. BRODSKY: No, your Honor.

18 THE COURT: All right. Thank you, Mr. Piaguaje. You
19 are excused.

20 (Witness excused)

21 MR. FRIEDMAN: Can we have a side bar before we call
22 our next witness?

23 (At the side bar)

24 MR. FRIEDMAN: Your Honor, Mr. Donziger wanted to
25 address the Court, and I thought it would be more appropriate

1 that he do it at the side bar than in open court, if that's OK.

2 MR. DONZIGER: I don't know if it's more appropriate
3 to do it at the side bar.

4 I am the next witness. Really, two issues. One is my
5 witness statement is in. Chevron has a motion to strike
6 portions of it. So there is that issue. I would like to get
7 some clarity on that before I testify.

8 The second issue is we would like to do a relatively
9 brief direct before they start on cross, on the theory that my
10 credibility is obviously very much at issue. The Court allowed
11 Judge Guerra to put in a statement and also testify on direct
12 before the cross.

13 So I would like to ask the Court to allow Mr. Friedman
14 to do a relatively brief direct to start before Chevron does
15 the cross, but I also would like some clarity on the issue of
16 what I am going to be allowed to testify about in terms of what
17 was in my statement or the scope of it given their motion.

18 THE COURT: Define relatively brief.

19 MR. DONZIGER: A couple of hours.

20 MR. FRIEDMAN: I was going to say 45 minutes.

21 THE COURT: The answer is no. I have ruled on that.
22 Obviously, it would have been different had you complied with
23 the directions about your witness statement, but you didn't.

24 As to the other, what I am prepared to say now,
25 inasmuch as you have filed your witness statement yesterday or

1 possibly even this morning, and thus, I have had relatively
2 little time to consider Chevron's motion and your counsel
3 hasn't even responded to it, I guess I will do this.

4 Mr. Friedman, do you want to address the motion
5 briefly now?

6 MR. FRIEDMAN: Yes. I don't know that we need to do
7 this at side bar. I have notes to address it.

8 THE COURT: Go ahead now.

9 MR. FRIEDMAN: Your Honor, here are the main points in
10 opposition to Chevron's brief.

11 Chevron has alleged extortion. As I understand the
12 law of extortion, it is incumbent upon Chevron to prove that
13 there was no valid claim to the damages that were supposedly
14 being extorted from Chevron or trying to be extorted, and also
15 has to prove that Mr. Donziger did not believe, or did not
16 believe reasonably in good faith, that the plaintiffs had a
17 valid claim to damages.

18 I think the bulk, as I remember it, the bulk of
19 Chevron's motion is addressed to issues relating to
20 contamination and to the corporate relationship between Texaco,
21 Chevron and Petroecuador. All of that goes to the point of Mr.
22 Donziger having a good faith belief that there was in fact a
23 valid claim for the Ecuadorian plaintiffs for the money he was
24 supposedly trying to extort. So that's the heart of our
25 opposition. I can't recall if there were other points in their

1 brief, but I think they were mainly trying to keep out
2 contamination and legal status issues.

3 MR. DONZIGER: Can I make one quick point of
4 clarification? You might not be aware of it. My witness
5 statement was turned in Thursday evening. The statement that
6 we sent over yesterday evening was exactly the same but for one
7 paragraph at the very end.

8 THE COURT: But for your addition of a large number of
9 exhibits, which in some respects make it a significantly
10 different ball game. And that's simply where it is. Even if
11 it were last whenever, it was way late, and you have been given
12 extraordinarily great latitude, and I have no doubt that I will
13 have the opportunity to assess your credibility fully through
14 an extensive cross-examination and redirect. So that takes
15 care of that.

16 Now, what I am prepared to do right now vis-a-vis
17 Chevron's motion is this, subject to the possibility that on
18 further consideration there may be some alterations. As a
19 general matter, statements attributed in the witness statement
20 to persons other than Mr. Donziger, or references to statements
21 in writings by persons other than Mr. Donziger, will not be
22 considered for the truth of the matters asserted. All or
23 substantially all are hearsay to the extent they are offered
24 for the truth of the matters, and there is nothing in the
25 witness statement that establishes the applicability of any

1 exception to the hearsay rule. That is not to say it
2 necessarily will be considered for nonhearsay purposes, only
3 that it will not be considered for the truth of the matters
4 asserted. I will rule on this other issue later.

5 The statement, moreover, contains and refers
6 extensively to exhibits and other materials relating to
7 environmental conditions in the Oriente. I see nothing in the
8 statement and nothing in what counsel has said or submitted to
9 suggest that any of that information is relevant if and to the
10 extent it is offered to prove the truth.

11 That's what I am prepared to say now. You will have a
12 ruling on the motion in full before very long.

13 MR. FRIEDMAN: Could I address just two quick points?

14 One, there are some exhibits listed in the witness
15 statement that are documents of Chevron's that we would ask be
16 admitted for the truth. I just wanted to make that clear.

17 THE COURT: Fair enough. That's why I left some
18 flexibility here. I can't be expected to have in mind each and
19 every exhibit referred to in there, particularly since it's
20 been a moving target as late as 8:00 this morning. I will deal
21 with that in the fullness of time. But you wanted guidance,
22 you have got it.

23 (Continued on next page)

24

25

1 (In open court)

2 THE COURT: Why don't we take our afternoon break
3 before we start.

4 (Recess)

5 THE COURT: Next witness, Mr. Friedman.

6 MR. FRIEDMAN: Steven Donziger, your Honor.

7 STEVEN DONZIGER,

8 called as a witness by the defendants,

9 having been duly sworn, testified as follows:

10 THE DEPUTY CLERK: State your name for the record.

11 THE WITNESS: Steven Donziger.

12 MR. FRIEDMAN: May I approach the witness, your Honor?

13 THE COURT: You may.

14 DIRECT EXAMINATION

15 BY MR. FRIEDMAN:

16 Q. Mr. Donziger, do you recognize Defendants' Exhibit 1750?

17 A. I do.

18 Q. Could you tell us what it is?

19 A. It's my witness statement.

20 Q. Who prepared it?

21 A. I did.

22 Q. Who signed it?

23 A. I did.

24 Q. Is it true and accurate to the best of your ability?

25 A. Yes, it is.

1 MR. FRIEDMAN: I move into evidence DX 1750.

2 MR. MASTRO: Your Honor, subject to the motion to
3 strike that we have already made in so many respects, we have
4 objected to major portions of it.

5 THE COURT: Received subject to the motion.

6 (Defendant's Exhibit 1750 received in evidence)

7 MR. FRIEDMAN: Pass the witness, your Honor.

8 MR. MASTRO: Thank you, your Honor.

9 CROSS-EXAMINATION

10 BY MR. MASTRO:

11 Q. We meet again, Mr. Donziger. Good afternoon.

12 Sir, am I correct that you only served on us last
13 night around 6:30 a final version of your witness statement,
14 the declaration that was just offered into evidence, correct,
15 sir?

16 A. Yes.

17 Q. And that you served on us a draft of that statement on
18 Thursday evening, around 8:00, correct, sir?

19 A. That's correct.

20 Q. In the evening, correct?

21 A. Yes.

22 Q. But you had already given it out, that draft, to the press
23 before you ever gave it to us or to the Court, correct, sir?

24 A. No.

25 Q. Did you not give your statement to The New York Times the

1 day before or earlier before you gave it to us or to the Court?

2 A. I gave an earlier version to The New York Times.

3 Q. Thank you for that clarification. I appreciate it.

4 Am I correct that you yourself describe yourself as
5 someone who could have been a propagandist?

6 A. I don't know.

7 Q. You recall saying that on the Crude outtakes, sir, that you
8 could have been a propagandist?

9 A. No.

10 Q. We will refresh your recollection later.

11 Mr. Donziger, this is not the first time you have
12 testified, is it, sir, in this case?

13 A. No.

14 Q. You also gave a deposition in your 1782 proceeding,
15 correct?

16 A. Many days, yes.

17 Q. Sir, you prepared yourself to give that testimony in your
18 1782 proceeding, correct?

19 A. I don't understand your question.

20 Q. You prepared yourself to give testimony at your deposition
21 in your 1782 proceeding, correct? You didn't just go in cold,
22 you prepared, correct?

23 A. I prepared with my then counsel.

24 Q. And you prepared responses to give to questions in your
25 1782 proceeding, correct, sir?

1 A. Well, I did a preparation where I tried to think of
2 truthful responses to questions that I expected to be posed.

3 Q. Isn't it a fact, sir, that one of the responses you
4 prepared for yourself to give when you were about to give
5 testimony then was to respond to questions, "It's possible, but
6 I don't think so"?

7 A. If that were to be an accurate response, yes, I would give
8 that response.

9 Q. Didn't you also prepare yourself to give the response, "I
10 guess it's possible, but to the best of my recollection I
11 didn't"?

12 A. If that would be accurate, yes, I would give that response.

13 Q. I am going to show you, sir, what has been marked as
14 Plaintiff's Exhibit 2457.

15 MR. MASTRO: May I approach, your Honor?

16 THE COURT: Yes.

17 Q. I am referring you, Mr. Donziger, to the very top part of
18 the page where it says, "Comments: It's possible, but I don't
19 think so. I guess it's possible, but to the best of my
20 recollection I didn't." Do you see that, sir?

21 A. Yes.

22 Q. You wrote this document yourself to prepare yourself to
23 give testimony in a courtroom, correct, sir?

24 A. I did write the document myself.

25 Q. And you didn't write that paragraph in response to any

1 particular question, did you, sir?

2 A. I wrote it in response to what could be questions that I
3 anticipated.

4 Q. Sir, simple question. You didn't write that paragraph
5 about giving those responses in response to any specific
6 question, did you, sir?

7 MR. GOMEZ: Objection. Asked and answered.

8 THE COURT: Overruled.

9 A. I wrote it in response to specific questions that might
10 come up that that would be an appropriate response to.

11 Q. You didn't cite any specific questions that you had in mind
12 to give those responses to, "It's possible, but I don't think
13 so. I guess it's possible, but to the best of my recollection
14 I didn't," correct, sir?

15 MR. GOMEZ: Objection. The document speaks for
16 itself.

17 MR. MASTRO: I will withdraw, your Honor.

18 Q. Mr. Donziger, can you tell the Court how many times during
19 your deposition you responded to questions with, it's possible,
20 but I don't think so, or, I guess it's possible, but to the
21 best of my recollection I didn't, in words or substance? Can
22 you tell the Court how many times you did that in your
23 deposition?

24 A. Given that I was deposed 19 days, and I don't have the 19
25 days and thousands of pages in front of me, no, I can't answer

1 that question right now.

2 Q. Was it more than 100 times, sir?

3 A. I have no idea, sir.

4 Q. More than 200 times?

5 A. I don't know.

6 MR. MASTRO: I will move on, your Honor.

7 Q. Mr. Donziger, referring to your witness statement, you
8 claim that Pablo Fajardo has been the "lead lawyer" in the Lago
9 Agrio case "from 2005 until the present"?

10 THE COURT: Can I have the paragraph, please?

11 MR. MASTRO: Paragraph 10.

12 Q. That's your testimony to this Court, correct, sir?

13 A. Yes.

14 Q. And that he is the sole representative, that's your
15 testimony?

16 A. Before the court in Ecuador, yes.

17 Q. And that you have "served on the case at the pleasure of
18 the plaintiffs and their representative," correct, sir?

19 A. Yes.

20 Q. And their representative is Mr. Fajardo, you serve at his
21 pleasure, that's your testimony here, correct?

22 A. I serve at the pleasure of the clients and Mr. Fajardo as
23 their representative.

24 Q. So you work for Mr. Fajardo, he doesn't work for you,
25 that's your testimony?

1 A. In that time frame, yes.

2 Q. 2005 to the present, correct?

3 A. Yes.

4 Q. Sir, I want to ask you a few questions about that.

5 First, in terms of serving at the pleasure of the Lago
6 Agrio plaintiffs. You were just here for Mr. Piaguaje's
7 testimony, weren't you, sir?

8 A. Yes.

9 Q. So you know that he just told the Court in his statement
10 that, "I have never had the direct authority, discretion or
11 control of the actions taken by Steven Donziger."

12 That's paragraph 36 of his statement. Isn't that
13 correct, sir, that's the testimony he just gave to the Court?

14 A. I don't know. I don't have his statement in front of me,
15 but if it is, it's not what I'm talking about.

16 Q. And you know that Mr. Camacho, the other defendant in this
17 case, also a Lago Agrio plaintiff, has testified that he has
18 never even met you, correct, sir?

19 THE COURT: Mr. Mastro, they have said whatever they
20 have said.

21 Q. Mr. Donziger, I want to ask you about how you have
22 described yourself since 2005.

23 Isn't it a fact that you have described yourself since
24 2005 as "the lead lawyer in the class action trial that seeks
25 damages for a cleanup, Aguinda v. Chevron Texaco, currently

1 being heard by the superior court in Nueva Loja, in Ecuador,
2 before German Yanez."

3 You have described yourself since 2005 as the lead
4 lawyer in that class action trial, haven't you, sir?

5 A. At times I have.

6 Q. And you have described yourself since 2005 as "the person
7 primarily responsible for putting this team together and
8 supervising it," correct, sir?

9 A. This team not being the Ecuadorian team; the team outside
10 of Ecuador, yes.

11 Q. Sir, haven't you also described yourself since 2005 as
12 "playing an integral role in designing the trial strategy and
13 working closely with the local team of lawyers," correct, sir?

14 A. I don't know.

15 Q. Sir, the integral role in designing the trial strategy,
16 that would be the Lago Agrio Chevron trial, correct, sir?

17 A. Well, not necessarily.

18 Q. So let me put up on the screen Plaintiff's Exhibit 806 and
19 go to page 21.

20 This is a book proposal that you prepared yourself
21 since 2005, correct, sir?

22 A. I am seeing one paragraph. I don't know if there is a
23 complete document.

24 Q. Let's hand him the complete document.

25 MR. MASTRO: May I approach, your Honor?

1 THE COURT: Yes.

2 Q. On the first page of Plaintiff's Exhibit 806, that's an
3 e-mail from you to someone named David Kuhn, dated November 3,
4 2006, correct, sir?

5 A. Yes.

6 Q. So this is your draft book proposal, correct?

7 A. Yes.

8 Q. Let's go, sir, to page 21 of that proposal.

9 THE COURT: Which number, counsel?

10 MR. MASTRO: It's page 21.

11 THE COURT: There are two page 21s. You're going off
12 the bottom numbers or the other numbers?

13 MR. MASTRO: I am going by the bottom numbers, your
14 Honor. Not 22. I am going on the one in the lower right-hand
15 corner.

16 THE COURT: Thank you.

17 Q. Sir, am I correct that you have described yourself as a
18 person supervising -- strike that.

19 Am I correct that you have described yourself as
20 playing an integral role in designing the trial strategy and
21 working closely --

22 THE COURT: The document says what it says. If you
23 want to read something to him and ask him something based on
24 it, go ahead. But no responsive readings.

25 Q. Where in your book proposal you refer to playing an

1 integral role in designing the trial strategy and working
2 closely with the local team of lawyers, you are referring to
3 the trial strategy in the Lago Agrio Chevron case, correct,
4 sir?

5 A. No. Yes, but I refer in the same paragraph to Mr. Fajardo
6 as the lead lawyer.

7 Q. Sir, the lead local lawyer in the Ecuadorian case, correct?

8 A. That's an accurate description.

9 Q. Isn't it a fact that you have also described yourself since
10 2005 as being "at the epicenter of the legal, political and
11 media activity surrounding the case, both in Ecuador and in the
12 U.S," correct, sir?

13 A. I don't know if you're reading from the proposal. Feel
14 free to point it out to me and I can answer it.

15 Q. Do you recall describing yourself in those terms, sir?

16 A. No.

17 Q. Sir, isn't it a fact that you wrote to Joseph Kohn in 2009
18 and described your firm's role as a primary obligation is to
19 run the case on a day-to-day basis?

20 A. I believe I did, but --

21 Q. Isn't it a fact, sir, that you described yourself as doing
22 "the overwhelming amount of work on this case"?

23 A. Yeah. But that's a very incomplete description of my
24 actual role. My role was much more nuanced than that.

25 THE COURT: Mr. Donziger, answer the questions and

1 then stop when you have answered them. Your counsel will have
2 the opportunity on redirect to ask you anything he wants to ask
3 you to clarify.

4 Q. Isn't it a fact, Mr. Donziger, that you would give
5 directions to local counsel in Ecuador on what to do with the
6 litigation?

7 A. On occasion I would express my opinion as to what they
8 should do, and I would do it in forceful terms. It didn't
9 change the fundamental relationship, which is I worked for
10 them.

11 Q. Isn't it a fact, Mr. Donziger --

12 MR. MASTRO: And I apologize in advance, your Honor,
13 for using this language. It is not my language, his.

14 Q. But isn't it a fact, Mr. Donziger, that there were times
15 when since 2005, you gave instructions to Mr. Fajardo and other
16 local counsel in Ecuador to just get this done on time and
17 don't fuck it up?

18 A. Is your question did I say that?

19 Q. Yes.

20 A. I would often use very forceful language, yes. I don't
21 know if I said that.

22 Q. Mr. Donziger, isn't it also a fact that in your own
23 notebook, that you call a memoir, you describe personally
24 meeting privately with the Ecuadorian judges on the Lago Agrio
25 case at least eight separate times between March 2006 and May

1 2007?

2 A. I met with judges in Ecuador when it was appropriate to do
3 so on occasion. I don't know the exact number.

4 Q. The judge in the Lago Agrio Chevron case, you document in
5 your notebook meeting with the judge overseeing the Lago Agrio
6 Chevron case privately, without Chevron present, eight separate
7 occasions between March 2006 and May 2007, correct, sir?

8 MR. GOMEZ: Objection. The document speaks for
9 itself.

10 THE COURT: Overruled.

11 A. I don't know the exact number. There were occasions that I
12 met with the judge.

13 Q. Sir, isn't it a fact that you have described yourself as
14 the cabeza on the Lago Agrio Chevron case?

15 A. I don't have any recollection of that.

16 Q. And cabeza means head, correct?

17 A. Cabeza means head in Spanish.

18 Q. That's the way Pablo Fajardo has introduced you since 2005,
19 as the cabeza on the case, correct?

20 A. I don't know. He certainly hasn't in recent years.

21 Q. Sir, I would like to show you your notebook.

22 Sir, directing your attention to page 27 of 119.

23 MR. MASTRO: That's at the bottom center of the page,
24 your Honor.

25 Q. Directing your attention to the passage, "Pablo is

1 obviously single-handedly providing the glue to hold much of
2 the left together. Still introduces me as the cabeza of the
3 lawsuit, which I don't like, but that is fixable." Do you see
4 that, sir?

5 Do you see that, sir?

6 A. Yes.

7 Q. Does that refresh your recollection that Pablo Fajardo
8 referred to you in 2007 as the cabeza of the lawsuit?

9 A. I don't have any independent recollection other than my
10 notes.

11 Q. Now, sir, isn't it a fact that Pablo Fajardo also used to
12 refer to you as the commander-in-chief of the Ecuadorian legal
13 team?

14 A. Pablo had a lot of nicknames for me. That might have been
15 one of them.

16 Q. He did that as recently as October 2009, when the final
17 plan for the case, his words, was to be done and our
18 "commander-in-chief Steven Donziger must be at that workshop."
19 Isn't that true, sir?

20 A. I vaguely remember that, but I think he was joking.

21 Q. Sir, when you're putting together the final plan for the
22 case, he is calling you commander, and your testimony to this
23 Court is that was a joke?

24 A. We had a lot of jokes among us about authority. So I think
25 that was a joke.

1 Q. Isn't it a fact that Mr. Fajardo referred to you as
2 commander repeatedly from 2007 to the present? Isn't that
3 true, sir?

4 A. He used the word comandante.

5 Q. Which means commander in Spanish, correct?

6 A. It was done more as a term of affection, akin to like good
7 buddy or something like that.

8 Q. Isn't it a fact since 2005, you referred to Mr. Fajardo in
9 discussions with others as "your young field lawyer in Lago"?

10 A. I don't have any recollection of that.

11 MR. MASTRO: May I approach, your Honor?

12 THE COURT: Yes.

13 Q. Mr. Donziger, this is an e-mail that you sent to Raul
14 Herrera in August 2006, correct, sir?

15 A. Yes.

16 Q. Raul Herrera was the lawyer representing the Republic of
17 Ecuador, correct?

18 A. I believe he was at that time.

19 Q. He was at Winston & Strawn, correct?

20 A. I believe so.

21 Q. When you're communicating to Raul Herrera of Winston &
22 Strawn representing the Republic of Ecuador, you called Pablo
23 Fajardo "a young field lawyer in Lago," correct?

24 A. Yes.

25 Q. Does that refresh your recollection whether that is the way

1 you used to refer to him in the period in 2005?

2 A. No.

3 Q. Is it also the case that Mr. Fajardo only became a lawyer
4 and graduated from school sometime in 2004?

5 A. I have a recollection he became a lawyer in the early 2000s
6 and the Lago case was his first case. I don't know if it was
7 that particular year or not.

8 Q. Isn't it correct that you told Vanity Fair that Pablo
9 Fajardo only became a lawyer in 2004?

10 A. I don't recall.

11 Q. Isn't it a fact, sir, that you are the one who installed
12 Pablo Fajardo as the person to be the lead local lawyer in late
13 2005 when you and Joe Kohn were forcing Christopher Bonifaz out
14 of the case?

15 THE COURT: Sustained as to form. Break it up.

16 Q. Isn't it a fact, sir, that you're the person who directed
17 that Pablo Fajardo become the lead local lawyer in the Lago
18 Agrio Chevron case in December 2005?

19 A. I remember recommending him. I did not direct it. The
20 decision was made by others.

21 Q. At the time, you and Mr. Kohn were forcing Christopher
22 Bonifaz out of the representation, correct?

23 A. First of all, it's Cristobal Bonifaz. And the answer is,
24 no, we were not at that time.

25 Q. Am I right that you directed that Pablo become the joint

1 counsel of record in December 2005 to take control of the case
2 within the current team -- strike that.

3 Am I correct that up until December 2005, Pablo
4 Fajardo had not been the person speaking as lead local counsel
5 in the Lago Agrio Chevron case?

6 A. I don't recall the specific dates, but at the beginning of
7 the trial he was not, and then he replaced the person who was.

8 Q. And that in December 2005, you instructed that it was
9 important for Pablo to become the joint counsel of record as
10 soon as possible to take control of the case within the current
11 team?

12 A. I don't recall.

13 MR. MASTRO: Your Honor, may I approach?

14 THE COURT: Yes.

15 MR. MASTRO: I will show the witness what has been
16 marked as Plaintiff's Exhibit 7673.

17 Q. Mr. Donziger, am I correct that this is an e-mail from you
18 to Alejandro Ponce and Pablo Fajardo, copy to Luis Yanza, dated
19 December 7, 2005?

20 A. That's correct.

21 Q. I am referring you to the bottom of the first page.

22 Does that refresh your recollection on December 7,
23 2005, that you wrote to the local Ecuadorian legal team that it
24 was "even more important for Pablo to become the joint counsel
25 of record as soon as possible to take control of the case

1 within the current team"?

2 A. Yes.

3 Q. That was because you were upset with something that Alberto
4 Wray had just done on the case, correct, sir?

5 A. I think it was a variety of reasons, that being one of
6 them.

7 Q. Mr. Donziger, am I correct that you have been practicing
8 law for over 25 years?

9 A. No, not that long.

10 Q. You're in your early 50s, correct?

11 A. Yes.

12 Q. And Mr. Fajardo, is he even 40 years old now?

13 A. He is 40, or 41.

14 (Continued on next page)

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1 Q. And, sir, am I correct that you still refer to him today as
2 local counsel, correct?

3 A. There's different descriptive terms I use and that is one
4 that I think I do use and is accurate.

5 Q. Let me ask you about financial terms between you and
6 Mr. Fajardo.

7 Am I correct that you stand to make more than three
8 times what Mr. Fajardo stands to make on a contingency fee
9 basis in this case?

10 A. I don't know.

11 MR. MASTRO: Your Honor, referring to the sanctions
12 hearing testimony, page 136, lines 10 through 13:

13 "So you make more than three times what Mr. Fajardo
14 makes on this case but you work for him. That is your
15 testimony in this court?

16 "Answer: Yes, it is."

17 Q. Now, Mr. Donziger --

18 THE COURT: Are you offering that?

19 MR. MASTRO: I am offering it as impeachment, your
20 Honor.

21 THE COURT: Is there an objection to its being
22 received?

23 MR. FRIEDMAN: Your Honor, if the whole page is put in
24 for context, there's no objection.

25 MR. MASTRO: No problem, your Honor.

1 THE COURT: Page 13 in its entirety of the sanctions
2 hearing is in.

3 Q. Mr. Donziger, am I correct that Mr. Fajardo makes
4 approximately 2,000 a month?

5 A. I don't know at this point what he makes.

6 Q. You're the person who doles out the checks to pay the
7 Ecuadorian legal team, correct, sir?

8 A. No.

9 Q. You've done that historically, haven't you, sir, you've
10 arranged for them to get their pay, correct?

11 A. Yes, but I don't dole out the checks.

12 Q. And so you know that the lawyers on your local Ecuadorian
13 team -- Mr. Fajardo, Mr. Saenz, Mr. Prieto -- make around
14 \$2,000 a month, correct?

15 A. I think that was the case at a certain point in time and I
16 think I testified to that. I don't know if that's the case
17 today.

18 Q. And, sir, you have made on this case typically 15,000 or
19 more a month, correct?

20 A. No.

21 Q. Isn't it a fact that when Joe Kohn was funding this case
22 that you made about 150,000 a year in salary during that period
23 of time up to 2009, correct?

24 A. It's roughly the case, but a lot of that money was went
25 back out to pay other people.

1 Q. So, sir, you made 150,000 a year in 2009, Mr. Fajardo made
2 about 24,000 a year in 2009, correct?

3 A. I don't know.

4 Q. So would it be fair to say that you made in a typical year
5 salary-wise on the case six or seven times more than
6 Mr. Fajardo typically made on the case, correct, sir?

7 A. It's roughly correct, but it reflects also cost of living
8 in New York as opposed to Lago Agrio.

9 MR. MASTRO: Move to strike after cost of living.

10 MR. FRIEDMAN: Your Honor, he could be allowed to
11 finish his answer before there's a move to strike.

12 THE COURT: Well, the problem is the answer is
13 supposed to be responsive and only responsive, not an argument.
14 And, therefore, the motion to strike is granted, everything
15 after it's roughly correct. You can ask him on redirect.

16 Q. Sir, I want to make sure I understand your testimony.

17 On a contingency fee basis, you make three times or
18 more what Mr. Fajardo stands to make if you collect on this
19 judgment, correct, sir?

20 A. I think that's roughly correct. I don't know his exact
21 arrangement at this point.

22 Q. And you make, you have made on this case typically six,
23 seven times more in salary each year than Mr. Fajardo has made,
24 correct, sir?

25 A. I just testified to that.

1 Q. But you say you work for him, he doesn't work for you;
2 that's your testimony?

3 A. It is.

4 Q. He must be a very generous boss, Mr. Donziger.

5 THE COURT: Let's cut it out, Mr. Mastro.

6 MR. MASTRO: I'm sorry, your Honor.

7 Q. Now let's talk about your retainer agreement and the
8 authority you have under your retainer agreement.

9 Am I correct that your retainer agreement is signed by
10 Mr. Fajardo and Mr. Yanez, correct?

11 A. Yanza.

12 Q. Withdraw that.

13 Your retainer agreement was signed in January 2011 by
14 Mr. Fajardo and Mr. Yanza, correct, sir?

15 A. I think others or another or yes.

16 Q. Your retainer agreement gives you the responsibility to
17 exercise "overall responsibility for the strategic direction of
18 the litigation and the day-to-day management of the
19 litigation."

20 Isn't that right, sir?

21 A. I don't know.

22 Q. Isn't it a fact, sir, that the litigation that you have
23 overall responsibility for the strategic direction of and
24 day-to-day management of includes Lago Agrio Chevron case, the
25 1782 actions in the United States, and this litigation,

1 correct?

2 A. No, that's not correct.

3 Q. Now, sir, I'm going to show you --

4 MR. MASTRO: May I approach, your Honor?

5 Q. -- what's been marked as Plaintiff's Exhibit 558.

6 Mr. Donziger, referring you to page 2 of this
7 document, this is your retainer agreement, correct, sir?

8 A. Yes, it is.

9 Q. This is the one you signed on January 5, 2011, correct?

10 A. It's January 2011. It does not have a date next to my
11 name.

12 Q. And the first signatory on behalf of the plaintiffs is
13 Pablo Fajardo, correct?

14 A. Yes.

15 Q. And, sir, referring you specifically to page 2,
16 subparagraph 2B, where it says that you as the plaintiffs' U.S.
17 representative are authorized "to exercise overall
18 responsibility for the strategic direction of the litigation
19 and the day-to-day management of the litigation."

20 Does that refresh your recollection as to, you know,
21 whether you have that authority under your retention agreement?

22 A. I'm going to read the other subsections real quick before I
23 answer that question, if that's okay.

24 Q. Well, while you're on it, Mr. Donziger, please also read
25 section 2BI where it says that you have authority to

1 "coordinate the overall legal strategy to pursue and defend all
2 aspects of the litigation."

3 Does that refresh your recollection, sir, whether you
4 have that authority?

5 A. Yeah, but I would say reading this it's not an accurate
6 depiction.

7 MR. MASTRO: Your Honor, move to strike after --

8 THE COURT: Everything after "yeah" is stricken.

9 Q. Sir, am I also correct, directing your attention to page 1,
10 that the litigation is defined as including the Maria Aguinda
11 v. Chevron corporation litigation, that's the Lago Agrio
12 Chevron litigation, correct?

13 A. Where are you reading from?

14 Q. Page 1. The term litigation is defined in the first three
15 paragraphs of your retention agreement, correct, sir?

16 A. Can you --

17 Q. Under witnesseth.

18 A. Okay.

19 Q. See there where it defines in the third paragraph
20 collectively all of the above are litigation, the first,
21 second, and third paragraphs, starting whereas, do you see
22 that, sir?

23 A. Yes.

24 Q. So your authority to exercise overall responsibility for
25 the strategic direction of the litigation and day-to-day

1 management of the litigation includes the Lago Agrio Chevron
2 litigation, the 1782 actions, and any related litigations,
3 including this one, correct, sir?

4 A. This contract is not an accurate depiction of my actual
5 authority.

6 Q. Sir, isn't it a fact that this contract, this retention
7 agreement can't be changed other than in writing signed by all
8 parties, correct?

9 A. I don't know.

10 Q. Have you signed any new agreements since this one that
11 alter your rights and obligations and responsibilities under
12 this agreement one whit?

13 A. There has been an alteration, yes.

14 Q. Is that something signed in writing but you altering your
15 role?

16 A. It's been signed by the plaintiffs or plaintiffs'
17 representatives.

18 Q. Now, sir, I'm going to direct you to page 10 of this
19 agreement, paragraph 13, modification in writing, "No
20 modification, amendment, waiver or release of any provisions of
21 this agreement or of any right, obligation, claim or course of
22 action arising hereunder shall be valid or binding for any
23 purpose unless in writing and duly executed by the party
24 against whom same is asserted."

25 Now, sir, you haven't signed any modification

1 amendment, waiver or release of any provision of this retention
2 agreement, correct, sir?

3 A. That is correct.

4 Q. So as far as you're concerned, under the terms of this
5 agreement, you continue to this day to have the rights,
6 responsibilities, and obligations that apply under this
7 agreement, correct?

8 A. That's not correct.

9 Q. Now, sir, let me ask you this: Aren't you also responsible
10 under this agreement for assembling and organizing the various
11 United States lawyers and law firms representing the Lago Agrio
12 plaintiffs, correct?

13 A. Yes.

14 Q. Mr. Fajardo doesn't do that, you do that, correct, sir?

15 A. I would say --

16 Q. Yes or no, sir?

17 A. I did do that. I do not do that fully at this point, no.

18 Q. Do you consider yourself to have fulfilled your obligations
19 to your clients, the Lago Agrio plaintiffs, under this
20 retention agreement?

21 A. I haven't really thought about it. I've tried my best, but
22 I don't know if I completely fulfilled all my obligations. I'd
23 have to look at it. It's been a while.

24 MR. MASTRO: Your Honor, I offer for impeachment
25 sanctions hearing, page 49, starting line 6:

1 "Q. Do you consider yourself to have fulfilled your
2 obligations to your clients, the plaintiffs, under this
3 retention agreement, sir?

4 "A. Yes, I do."

5 THE COURT: Proceed. What was the date of that
6 testimony?

7 MR. MASTRO: Your Honor, that was on April 16, 2013.

8 THE COURT: Thank you.

9 Q. Mr. Donziger, was that testimony true and correct when you
10 gave it just a few months ago, was that true and correct, yes
11 or no?

12 A. Yes, it was, but it was several months ago.

13 Q. Thank you, sir. Now, Mr. Donziger, am I correct, sir,
14 that -- strike that.

15 Is there anyone else besides Mr. Fajardo and the Lago
16 Agrio plaintiffs who you are telling this Court is your boss?

17 A. Mr. Fajardo is the person I deal with. But behind him he
18 has to answer to others who, in theory, would have authority
19 over me if they wanted to exercise it, in my opinion.

20 Q. Now, sir, am I correct that you are the person who has
21 decided how much people working on the team in Ecuador get
22 paid?

23 A. In the past I worked with the local team to, like Mr. Yanza
24 and others, to come up with amounts that we felt were
25 appropriate.

1 Q. And in Mr. Yanza's case, you not only paid him a monthly
2 salary -- correct, sir?

3 A. I didn't pay him.

4 Q. You approved of funds going to Mr. Yanza in amounts of 500
5 to 2,000 a month, correct, sir?

6 A. We would set budgets jointly and in the budget would be a
7 salary for him.

8 Q. And you also approved buying a house for Mr. Yanza, didn't
9 you, sir?

10 A. Yes.

11 Q. And you paid that out of your budget, correct, sir?

12 A. I believe, yes, I believe that came out of the budget.

13 Q. Now, sir, I want to ask you a few questions about financial
14 matters.

15 In your statement you claim that all of your efforts
16 on the Aguinda case have been to achieve a just result for your
17 clients. That's your testimony, right?

18 A. Yes.

19 Q. But this isn't a pro bono case for you, is it, sir?

20 A. No.

21 Q. You expect to get paid and you're proud of that, aren't
22 you, sir?

23 A. Yes.

24 Q. You've even referred to looking forward to getting the
25 "juicy check" from Chevron, haven't you, sir?

1 A. That was a joke.

2 Q. It's not only a term you've used, it's a term that
3 Mr. Fajardo and others on the Ecuadorian legal team have used,
4 to get juicy checks out of Chevron, correct, sir?

5 A. That originated with Mr. Callejas at a judicial inspection.

6 Q. Move to strike.

7 A. He would make a joke about it, so it's not my term.

8 THE COURT: Answer is stricken.

9 Q. Mr. Donziger, haven't you written that you dream of
10 billions of dollars on the table?

11 A. For the clients, yeah.

12 Q. And haven't you spoken openly about jacking this thing up
13 to \$30 billion if you could have, haven't you done that, sir?

14 A. I did say that, but it comes with a certain context that it
15 was always based on the amounts of money needed for a cleanup.

16 Q. Yes or no. Yes or no.

17 THE COURT: Answer is stricken after "I did say that."

18 MR. MASTRO: Again, your Honor, I apologize for having
19 to use this language, but.

20 Q. Isn't it a fact, sir, that you've described the business
21 you're in, the business of plaintiffs' law, as being about
22 "making fucking money"?

23 A. I may have, I don't know.

24 Q. Didn't you say that on the Crude outtakes as you were
25 leaving the San Francisco Chronicle after giving an interview

1 there about your case, didn't you say that?

2 A. It's possible. I don't know if I said it.

3 Q. We'll come back to it, sir.

4 Am I correct that between 2003 and 2009, Joseph Kohn
5 was funding the litigation?

6 A. During those years he was the primary funder, but not the
7 only funder.

8 Q. And am I also correct, sir, that over that period of time,
9 2003 to 2009, Mr. Kohn paid you over \$1 million in connection
10 with this case, the Lago Agrio Chevron case?

11 A. It sounds about right. I don't know exactly.

12 Q. And, sir, isn't it also the case that in 2007 and 2008 --
13 strike that.

14 Isn't it also the case that in late aughts Russ DeLeon
15 also became a funder on the Lago Agrio Chevron case?

16 A. That is correct, yes.

17 Q. And Mr. DeLeon is someone you know from school days?

18 A. Yes.

19 Q. And Mr. DeLeon now lives on Gibraltar, correct?

20 A. No.

21 Q. He's a fugitive from U.S. justice, isn't he, sir?

22 A. No.

23 Q. Isn't it a fact, sir, that in 2007 and 2008, Mr. DeLeon
24 also paid you over \$800,000?

25 A. For --

1 Q. Yes or no.

2 A. For a different matter.

3 Q. Yes or no, sir.

4 A. I don't know the exact amount.

5 Q. And isn't it a fact that you also received \$10,000 for
6 appearing in the movie Crude?

7 A. I think Mr. Berlinger bought my rights for documentary film
8 purposes and that might have been the amount of money he paid
9 me.

10 Q. And that's money you put in your pocket, correct, sir?

11 A. I don't recall.

12 Q. And am I also correct, sir, that you have by far the
13 largest contingency fee interest of any lawyer or law firm in
14 the Lago Agrio Chevron case?

15 A. No, it's not correct.

16 Q. Isn't it a fact, sir, that you have the largest contingency
17 fee interest of any lawyer in the Lago Agrio Chevron case?

18 A. No.

19 Q. Now, sir, let's break it down.

20 Is there somebody else, some other lawyer or law firm,
21 that has a larger contingency fee interest in the Lago Agrio
22 Chevron case than you?

23 A. I don't know.

24 Q. So as you sit here today, you're not aware of any other
25 lawyer or law firm that has a larger contingency fee interest

1 in the Lago Agrio Chevron case than you, correct, sir?

2 A. I don't know. I know what I have and I can estimate what
3 some others have and it's --

4 Q. Let's ask you about what you have, sir, all right.

5 Again, under your retention agreement, the total
6 contingency fee payment to go to lawyers on the Lago Agrio
7 Chevron case is 20 percent, correct, sir?

8 A. Yes.

9 Q. And under your retention agreement, you are entitled to
10 31.5 percent of that 20 percent, correct, sir?

11 A. Yes.

12 Q. So when the judgment was over \$19 billion, if the Lago
13 Agrio plaintiffs had been able to collect the entirety of the
14 judgment, you would have made approximately \$1.2 billion,
15 correct?

16 A. More or less, subtracting what I would owe other people.

17 Q. And, sir, am I also correct that even today, after last
18 week's decision eliminating the punitive damage award, you
19 still stand to make approximately \$600 million on the Lago
20 Agrio Chevron judgment if the Lago Agrio plaintiffs are able to
21 collect on the entirety of the judgment as it now stands?

22 A. That's correct.

23 Q. Mr. Donziger, I want to ask you a few questions about
24 Amazonia Recovery Limited. That's a Gibraltar company,
25 correct, sir?

1 A. Yes.

2 Q. And you're a shareholder in that company, correct?

3 A. That's correct.

4 Q. That's because of your contingency fee interest, correct?

5 A. Yes.

6 Q. Can you tell me what percentage of the shares of Amazonia
7 Recovery Limited you have, sir?

8 A. The structure of the case was designed -- I mean the
9 structure of that entity was designed to reflect the
10 contingency fee equity in the lawsuit, so it's roughly the
11 equivalent.

12 Q. And you own shares in Amazonia Recovery Limited because the
13 expectation is that amounts collected on the judgment will be
14 kept there and then able to be distributed to the lawyers based
15 on their different contingency fee interests, correct, sir?

16 A. Not really.

17 Q. Well, sir, I want to break it down because I want to
18 understand it.

19 You own shares in Amazonia Recovery Limited, correct?

20 A. Yes.

21 Q. You can't tell the Court what number of shares you own in
22 Amazonia Recovery Limited?

23 A. I don't know the number. It's the equivalent of what the
24 contingency fee interest was before it was created.

25 Q. So --

1 THE COURT: Is that 31 and a half percent,
2 Mr. Donziger?

3 THE WITNESS: No, it was 31 and a half percent of the
4 20 percent.

5 THE COURT: Thank you.

6 Q. So let me make sure I understand the structure of the
7 pay-out on the judgment.

8 Am I correct that off the top of the judgment or any
9 moneys that are collected come payment of expenses and fees,
10 correct, sir?

11 A. That's my understanding.

12 Q. And you have a substantial amount of expenses and fees
13 you're still claiming off the top, correct?

14 A. Yes.

15 Q. And you have someone you've described as a quote/unquote
16 accountant, Mr. Rizack, correct, sir?

17 A. Yes.

18 Q. Who you referred us to to try to get documents about what
19 expenses you had and what you're claiming, correct?

20 A. Yes.

21 Q. And you know that Mr. Rizack didn't produce all of those
22 records to us, that privilege claims were asserted, correct,
23 sir?

24 A. I know we asserted privilege claims, but I don't know how
25 it ended up. I know you got documents from him.

1 Q. And you know that your cocounsel, Mr. Friedman, agreed to a
2 502 stip so we could see the rest of the documents, he agreed
3 to that last night, you know that, sir, correct?

4 A. No.

5 Q. You know, sir, that from Mr. Friedman because when he asked
6 you this morning for permission to sign the 502 stip, you told
7 him he couldn't sign it, correct, sir?

8 MR. FRIEDMAN: Your Honor, I'll object on
9 attorney-client privilege.

10 MR. MASTRO: It was disclosed to me, your Honor. It
11 was hardly a secret.

12 MR. FRIEDMAN: Well, we have a different idea of what
13 was disclosed and, your Honor, I guess you could take testimony
14 from me and Mr. Mastro but that -- I'd object on relevance
15 grounds at this point.

16 Q. Mr. Donziger, are you aware that Mr. Rizack just today,
17 while we were here in court, midday, produced more financial
18 records to us about your accountant in the Lago Agrio Chevron
19 case (indicating)?

20 A. I don't know what you mean by accountant (indicating).

21 Q. He's not really an accountant --

22 A. I'm not aware --

23 Q. He's not really an accountant, correct?

24 A. No, he is not an accountant.

25 Q. But you, you're aware that just today midday he produced

1 more documents to us, correct?

2 A. No.

3 Q. You're aware that he's still withholding hundreds of
4 documents on alleged privilege grounds, correct, sir?

5 A. No.

6 Q. Am I correct that you're not willing to sign a 502 stip to
7 allow us to see the rest of those records?

8 A. Sir --

9 MR. FRIEDMAN: Excuse me, your Honor. I would object
10 on relevance grounds. I'm happy to take this issue up, but I
11 don't think it's appropriate in the context of
12 cross-examination. I'd be happy to tell you what our position
13 is.

14 THE COURT: Well, if there's going to be an
15 application with respect to it, I'll be happy to hear what your
16 position is. But at the moment the question, it seems to me,
17 goes to whether the witness is prepared to have whatever the
18 evidence is come out, whether it's privileged or not, and it
19 seems to me relevant, therefore.

20 Q. Mr. Donziger, please answer the question.

21 A. What's the question?

22 Q. The question is whether you're willing to enter into a 502
23 stip so that Mr. Rizack will allow us to review the rest of
24 your financial records relating to the Lago Agrio case as to
25 which you've claimed privilege up until now.

1 A. Sir, I can't answer that. I'd have to consult with my
2 counsel. I don't know what the implications of that are. I
3 have not talked to my counsel about that, so I can't answer
4 that until I talk to my counsel. Sorry.

5 MR. MASTRO: Your Honor, may we approach the side bar
6 for a moment on this point?

7 THE COURT: Very briefly.

8 (At the side bar)

9 MR. MASTRO: Your Honor, we are making an application
10 that because we thought we had an agreement last night. We
11 didn't move before your Honor. With Mr. Friedman we thought we
12 had an understanding under 502 stip. I was told this morning
13 that that wasn't going to happen and, you know, we think the
14 Court should direct that. There's been waiver here. There's
15 clearly no privilege as to those documents.

16 THE COURT: I'm not hearing this now.

17 MR. MASTRO: I just want to make the point that the
18 way this has played out has been to deny us having full access
19 to those records for his cross-examination. And I'm going to
20 continue to cross. I'm not asking for any latitude that way,
21 but it's been clearly designed to prevent us from having the
22 full records to be able to cross-examine him on his financial
23 mismanagement.

24 THE COURT: If, as, and when there's an application,
25 I'll deal with it. If your intention is to make it now, I'm

1 not going to hear it now. Let's continue.

2 MR. MASTRO: Thank you.

3 THE COURT: Hear it at the end of the day, if need be.

4 MR. MASTRO: Thank you, your Honor.

5 (In open court)

6 BY MR. MASTRO:

7 Q. Mr. Donziger, I'd like to show you what's been marked as
8 Plaintiff's Exhibit 7700 and Plaintiff's Exhibit 7701.

9 MR. MASTRO: May I approach, your Honor?

10 Q. Mr. Donziger, before I ask you some questions about these
11 documents, in your statement to the Court, you claim you've
12 been "operating under constant pressure of lack of resources."

13 Do you recall that, sir?

14 A. Yes, yes.

15 Q. And you've been making that complaint since the inception
16 of this RICO case back in early 2011, correct, sir?

17 A. That's correct.

18 MR. MASTRO: Did the court reporter get that?

19 Q. You have to speak up, Mr. Donziger. That's correct. Thank
20 you.

21 Mr. Donziger, can you explain to the Court what
22 Plaintiff's Exhibit 7700 is?

23 A. This was an effort by Mr. Rizack to reconstruct my
24 financials over a period of time, and it was an effort to allow
25 me to potentially be paid for months that I had never been

1 paid. So we created invoices to submit to the clients that
2 were never sent. These invoices were never sent, and they were
3 just sort of for my internal records to gain an understanding
4 of what I might be entitled to from the client should funds be
5 raised or recovery be had in the litigation.

6 Q. Is it your testimony that these invoices have never been
7 sent to the client or any other client representative?

8 A. These invoices, as far as I know, have never been sent.

9 Q. Is it your intention, if the Lago Agrio plaintiffs are able
10 to collect on their judgment, to seek reimbursement for these
11 amounts?

12 A. There is an amount of money that I put into the case
13 personally, as well as salaries that I am owed by the clients
14 that have never been paid. And, yes, I intend to get
15 reimbursed for those amounts if funds become available.

16 Q. And, sir, referring you to --

17 THE COURT: And, excuse me, and are these the amounts?

18 Q. Are these the amounts you would intend to seek
19 reimbursement of?

20 A. Mr. Rizack and I were engaged in a process to determine the
21 amounts. This is roughly accurate. I don't know if it's
22 exactly accurate and so it's roughly the amounts.

23 Q. Let's go through some of that, sir.

24 When Mr. Kohn was funding the litigation, you said you
25 were making about 15,000 a month, correct?

1 A. I think for most of the time I was making 10,000 a month.

2 Q. Between ten and 15, correct, sir?

3 A. I think it was 10,000 most of the time.

4 Q. Sir, the amounts you claim here, let's look at page 14.

5 That's the English language version of these documents.

6 The amounts you claim here every month for every one
7 of these months in 2012 is 35,000 for your professional
8 services; is that correct, sir?

9 A. That was the idea, yes, sir.

10 Q. Am I correct that in January 2012 you're claiming that you
11 spent 24,000 on transportation expenses?

12 A. I couldn't answer that question. I think at that month I
13 had that amount of transportation expenses that was
14 unreimbursed. I don't think it was from that particular month
15 only.

16 Q. And, sir, can you please explain to the Court what is the
17 difference between the 35,000 in professional services you're
18 claiming for January 2012 and the 24,000 and change you're
19 claiming for professional fees and expenses; do you know what
20 the difference is?

21 A. I think the answer is no. Mr. Rizack put this together,
22 but I certainly was not double charging for professional fees.
23 There was some other expense involved.

24 Q. And am I correct, sir, that you're claiming, as someone
25 under constant pressure of lack of resources, that in

1 January 2012 you should be owed over a hundred thousand dollars
2 in fees, services, and expenses?

3 A. Well, because I was owed that. I had no resources. I was
4 putting money out.

5 Q. Sir, let me ask you this. Can you turn to page 25 of this
6 document.

7 Can you see there, sir, these are the itemized
8 expenses for June of 2012, correct, sir, correct?

9 A. I don't know, sir. What are you looking at?

10 Q. Well, first look at page 24, and that's the potential
11 invoice that's been created for you to cover expenses in June
12 and services and fees of June 2012, correct?

13 A. Yes.

14 Q. And then the next page itemizes the expenses, correct, sir,
15 for June 2012; do you see that, sir?

16 A. I see a chart. Oh, yes, I do.

17 Q. Now, sir, can I ask you, do you see there where it says
18 purpose of meals and persons on the right-hand column, the
19 second to last one says Pablo.

20 Do you see that, sir?

21 A. Mm-hmm.

22 Q. That's Pablo Fajardo, correct?

23 A. I assume.

24 Q. And this is an expense, expenses for June 29, 2012,
25 correct, sir?

1 A. I think it's June 28.

2 Q. June 28, 2012, correct, sir?

3 A. That's what it says.

4 Q. Can you tell us what you and Mr. Fajardo were doing that
5 you had a \$443.36 breakfast on June 28, 2012 that you are
6 saying you're going to bill back to the clients later, can you
7 tell me what you were doing then?

8 MR. GOMEZ: Objection, relevance.

9 A. I can tell you what I was doing, yes.

10 THE COURT: The objection is overruled. It goes to
11 credibility.

12 Q. Can you tell me where you incurred that \$443 breakfast with
13 Mr. Fajardo?

14 A. If I remember correctly, I think we, in Quito, we hosted a
15 breakfast for the press corps.

16 Q. And, sir, can I also ask you, where it was that you had a
17 \$437 lunch on June 5 that you're now planning to bill back to
18 the Lago Agrio plaintiffs?

19 A. I don't think that's accurate. It might have been an
20 accumulation of various meals that he put in that box, but I
21 haven't checked this for accuracy.

22 Q. So you are planning to put in for \$437 for lunch on June 5,
23 2012, but that may be multiple lunches?

24 A. I don't know. You know, everything that I instructed
25 Mr. Rizack to put together was backed up by receipts and credit

1 card charges and I'm sure he could answer this, but I don't
2 know what that is for specifically. I haven't looked at it.

3 Q. We're going to come back to these, especially when we have
4 the rest of the documents.

5 Now, sir, I want to go to PX7701. Can you tell the
6 Court what that is, sir, what is that document, sir?

7 A. If I remember correctly, this is a document that I asked
8 Mr. Rizack to put together trying to reconstruct all the
9 expenditures in the case for these years.

10 Q. These are actual expenses?

11 A. Excuse me, can I finish?

12 Q. Sure.

13 A. That he could reconstruct from my records, but they
14 wouldn't necessarily be all the case expenditures because other
15 money was being spent through other sources.

16 Q. But just so we're clear, these are actual expenditures that
17 were made and paid for, correct, sir?

18 A. This was Mr. Rizack's best effort to reconstruct some
19 admittedly disorganized financial records that I had, and I
20 don't know if this is entirely accurate. I was trying to get
21 at the time at least a rough sense of what had been spent so I
22 could convey that to the clients and so I could understand it
23 myself.

24 Q. And you just testified that you've been "operating under
25 constant pressure for lack of resources" going back to the

1 inception of this RICO case at the beginning of 2011, correct,
2 sir?

3 A. That's correct.

4 Q. And am I right that -- and this is turning now to page 11
5 of 17, this is the English language version -- that from 2007
6 to 2013, you on the Lago Agrio Chevron case spent over
7 \$21.4 million, correct, Mr. Donziger?

8 A. That's roughly accurate, but it was de minimis compared to
9 our expenses.

10 Q. Sir, sir, I just asked you yes or no.

11 And, sir, I want you to go to page 16, this is 2011,
12 the year you just testified you were already operating under
13 constant pressure of lack of resources. Am I correct, sir,
14 that you on the Lago Agrio Chevron team spent over
15 \$10.4 million that year?

16 A. Well.

17 Q. Yes or no, sir?

18 A. I don't know if that's accurate. All I can say is there
19 were times during that year that I was flat-out broke and had
20 to borrow money.

21 MR. MASTRO: Move to strike, your Honor.

22 MR. FRIEDMAN: Your Honor, I think that's fairly
23 responsive to what he was asked. It wasn't a yes or no
24 question.

25 THE COURT: Denied.

1 Q. Mr. Donziger, isn't it a fact that in 2012, you on the Lago
2 Agrio Chevron team spent over \$6.4 million?

3 A. With the caveat that this is an estimate put together by
4 Mr. Rizack that is a rough approximation based on limited
5 records. That's what Mr. Rizack came up with, yes.

6 Q. Am I correct, sir, that in spring of this year, you found a
7 new funding source, a British firm, for the Lago Agrio Chevron
8 litigation, correct?

9 A. There was a new funding source, but it was found not by me
10 but by the clients, directly with the clients.

11 Q. Woodsbridge is the name of it, correct, sir?

12 A. No.

13 Q. What's the name of it, sir?

14 MR. FRIEDMAN: Your Honor, I object on relevance
15 grounds. I think funding sources at the present time don't
16 seem to have anything to do with allegations in the complaint.

17 THE COURT: What's the relevance?

18 MR. MASTRO: Your Honor, it has to do both with the
19 witness's credibility for having just sworn to your Honor that
20 he's been operating under constant pressure of lack of
21 resources. It also has to do with not only questioning his
22 credibility, but also that they have plenty of resources even
23 though he's constantly claiming he can't comply with court
24 orders because he says he has none.

25 THE COURT: What about it, Mr. Friedman?

1 MR. FRIEDMAN: I think both of Mr. Mastro's arguments
2 are that the fact that he has a funding source now relates to
3 his credibility. I don't follow that.

4 THE COURT: Well, the argument, it seems to me, is
5 pretty clear in the context of the case.

6 There was a withdrawal in May by his prior counsel
7 ostensibly on the ground that they weren't being paid. Then
8 all through the spring and summer and fall, Mr. Donziger sought
9 relief of various kinds from the Court claiming that he
10 couldn't do one thing or the other because he lacked resources.

11 Over and over again the Court said I'd be happy to
12 consider this argument if you provide sworn evidence to back up
13 your claim. Never was anything forthcoming.

14 And it seems to me that in that context, the question
15 of whether there was funding while he was seeking relief from
16 this Court on the ground that there wasn't is pertinent to
17 credibility.

18 Now, tell me why that isn't correct.

19 MR. FRIEDMAN: Well, I guess I would raise a 403
20 issue, your Honor, in the sense that Mr. Donziger obviously
21 made a decision not to give you a sworn statement and have you
22 micromanage how he was going to spend his money.

23 THE COURT: Which presupposes there was money there to
24 spend.

25 MR. FRIEDMAN: Exactly.

1 THE COURT: And the statement that there wasn't
2 perhaps wasn't the entire truth, if the premise is right.

3 MR. FRIEDMAN: Well, and, your Honor, what I'm
4 suggesting is that, you know, the money here for a year is what
5 I -- I don't want to make -- it's all relative, your Honor.
6 I've been to courts where we spent a hundred thousand dollars
7 and that seemed like all the money in the world. In this case,
8 given the way it's been litigated, even \$20 million is a drop
9 in the bucket and I've seen what Chevron has submitted to the
10 Court and so I know that.

11 So my point is this, your Honor. Unless we're going
12 to embark upon -- the Court kind of -- Mr. Donziger
13 acknowledges he's always had funding sources. The issue isn't
14 does he have funding sources.

15 THE COURT: I haven't heard that acknowledged.

16 MR. FRIEDMAN: Well, he just did.

17 THE COURT: He said that in the spring of 2013 his
18 client found a new funding source. That's exactly what he
19 said.

20 MR. FRIEDMAN: Right, right. And there has been
21 funding along the way and how it's been spent has been laid out
22 for the Court up until, say until Mr. Kecker left, you've got
23 various -- speaking of Mr. Dahlberg, your Honor, Mr. Dahlberg
24 testified to various expenditures in his report that were made
25 by our side.

1 THE COURT: I don't remember the exact language, but
2 doesn't Mr. Donziger's witness statement assert that
3 Mr. Dahlberg's testimony essentially was a fantasy or words
4 that that effect?

5 MR. FRIEDMAN: It says much of it is a fantasy, yes.

6 THE COURT: But now I'm to rely on it.

7 MR. FRIEDMAN: I'm not saying -- no. What I'm saying,
8 your Honor, is there's no question that there's been money.
9 The question is the extent of the money available to accomplish
10 and to meet the sort of litigation effort mounted by Chevron.
11 And if what Mr. Donziger did is he made a decision, at the
12 Court's prodding, said I'd be happy to consider granting you
13 relief if you want to present your funding situation to me and
14 he elected not to do that, I think that's privileged. And for
15 the present time what his funding source is, that sort of thing
16 is privileged and doesn't really relate to credibility.

17 THE COURT: I don't want to take all evening with
18 this. But when a litigant comes into court and says I have no
19 money and the question is then put, well, what's your financial
20 situation? You can't say that it's privileged. You may have
21 other arguments, but privileged isn't one of them under
22 Bilzerian and you're very well familiar with all the cases.
23 It's the sword and shield doctrine. You can't assert a
24 particular proposition and then invoke privilege to prevent
25 examination of the factual basis for the privilege.

1 Mr. Bilzerian came into court and said I'm not guilty
2 of securities fraud because I acted in good faith. And the
3 Court of Appeals said that by making that assertion, he had
4 waived any privilege there was as to what his lawyers told him
5 about the conduct with respect to which he said he was in good
6 faith. It's an exact application of that rule.

7 MR. FRIEDMAN: Here's what I think is the most
8 important argument, your Honor. It's a 403 argument and it's
9 simply this, that if you're going to take testimony on funding
10 sources, it's like saying somebody is tall or they're short.
11 It's compared to what.

12 Here when Mr. Donziger says I have inadequate
13 resources, then it's compared to what. And if we're going to
14 get into the compared to what, so be it. But that's the
15 argument I'm trying to say to the Court is do we really want to
16 go here. If you say, yes, we want to go here, we will go here.

17 MR. MASTRO: Your Honor, it's not a -- excuse me --
18 it's not a compared to what. It's the direct representations
19 made by Mr. Donziger and others on this side of the table right
20 up to the first week of this trial that they had no resources
21 to go forward, and they've never made any such showing. I
22 intend to prove that is just demonstrably false and that's why
23 I have a right to ask these questions.

24 MR. FRIEDMAN: So, your Honor, what we're going to get
25 into, if you want to go into that, is our arrangements for our

1 copy machine and how we had to do it versus what's --

2 THE COURT: I have a feeling nobody is interested in
3 your copy machine.

4 MR. MASTRO: Not going to ask about that, your Honor.

5 MR. FRIEDMAN: My point, your Honor, is if we get into
6 this and for whatever relevance it has, which I would suggest
7 is relatively minor in the big scheme of things, if we get into
8 this, then what it requires is no resources means compared to
9 what. It's not an absolute. Obviously, he has the resources
10 to buy a suit of clothes and come to court and to feed himself
11 and to make some copies. Obviously he has some resources. The
12 question is compared to what and that's the point I'm saying
13 under 403. I think we're getting pretty far afield. That's my
14 point.

15 THE COURT: I'll sleep on this one. And if anybody
16 wants to submit anything on it, I'll be happy to receive it.

17 We'll break with the witness now.

18 What if anything needs to be dealt with this evening
19 before we break?

20 MR. MASTRO: Your Honor, just two things before we go.

21 THE COURT: You can step down for now, Mr. Donziger.

22 MR. MASTRO: My colleagues remind me I should have
23 moved in exhibits, or many of them I think might already be in
24 evidence, but Plaintiff's Exhibits 169, 558, 806, 2457, 7549,
25 and 7673.

1 I also move in 7700 and 7701 now that I -- they were
2 admitted subject to connection. I believe I have connected
3 them.

4 And finally, your Honor, I believe that the sanctions
5 hearing page that should be coming into evidence is page 136.
6 I think the record might have said 13.

7 MR. FRIEDMAN: And, your Honor, just a procedural
8 question, I would guess, though I haven't gone back and looked.

9 THE COURT: One thing at a time.

10 The correction on the sanctions page, unless someone
11 has an objection, is accepted. Any objection, page 136?

12 MR. FRIEDMAN: No, your Honor.

13 MR. GOMEZ: No, your Honor.

14 THE COURT: All right. Now.

15 MR. FRIEDMAN: That was my question though, your
16 Honor, about that procedurally. I think that's a page that's
17 been designated by Chevron as just like a deposition has been
18 designated. I think it's gone to the Court, so I'm not exactly
19 sure what we're doing when you accept that into evidence.

20 THE COURT: I think the answer is belt and suspenders,
21 is that right, Mr. Mastro?

22 MR. MASTRO: Yes. I don't think we designated the
23 entire page, your Honor. We did designate many hours of
24 Mr. Donziger's deposition testimony.

25 THE COURT: Please don't take many hours telling me

1 things I don't need to know.

2 MR. MASTRO: No problem, your Honor.

3 THE COURT: Is there any objection as to 7549, 7673,
4 7700 or 7701 at this point?

5 MR. FRIEDMAN: No, your Honor.

6 THE COURT: They are all received.

7 MR. MASTRO: 7559.

8 THE COURT: 7559.

9 MR. MASTRO: Thank you, your Honor.

10 MR. FRIEDMAN: No objection.

11 (Plaintiff's Exhibits 7549, 7673, 7700, 7701, 7559
12 received in evidence)

13 THE COURT: We're not done yet.

14 Now, I'm glad you mentioned 169 and 806 because I had
15 a question about them. I do believe they have come in earlier,
16 but Plaintiff's Exhibit 169 is listed twice in the plaintiff's
17 exhibit list, once with a hash mark after the letter number and
18 once with the letter R after the number.

19 MR. MASTRO: Yes.

20 THE COURT: Now, the one with the hash mark bears in
21 the heading under the heading exhibit description the words for
22 identification only. But in the column in which Chevron
23 articulates the bases for admissibility, it seems obvious that
24 in some parts it is offered for the truth of the matters
25 asserted and in other parts it's not offered for the truth of

1 the matters asserted.

2 MR. MASTRO: Yes, your Honor.

3 THE COURT: And then there are various other arguments
4 about admissibility; and the only objections made with respect
5 to it are relevance, hearsay, and privilege. The privilege has
6 already been disposed of. Relevance I'll deal with later.

7 What is the significance, if any, of the legend for
8 identification only and why are there two versions of this
9 exhibit here and what is the meaning of these two little
10 different designations?

11 MR. MASTRO: Certainly, your Honor. Sorry for the
12 confusion. What we did with the diary -- and we have a series
13 of exhibits that follow 169 that are excerpts from the diary,
14 but in originally preparing for a jury trial, we were not going
15 to offer the entire diary. But now what we have done is
16 because it is a bench trial not offer it for the truth of the
17 matters asserted, but the entirety of the diary should be
18 available to the Court. And then we have separately designated
19 particular entries that we're offering for the truth of the
20 matters asserted, your Honor, in sequence on the exhibit list.

21 THE COURT: So that would be 170 and following?

22 MR. MASTRO: Correct, your Honor. So that was the
23 intention, not to offer it for the truth, only the individual
24 parts that follow for truth.

25 THE COURT: Well, I think I understand. So 169 hash

1 mark is the whole document.

2 MR. MASTRO: Correct, your Honor.

3 THE COURT: You're not offering that for the truth.

4 MR. MASTRO: Correct.

5 THE COURT: But in 170 and many following, you're
6 offering pieces of it for the truth.

7 MR. MASTRO: Correct, your Honor.

8 THE COURT: What's 169R?

9 MR. MASTRO: That's a redacted version, your Honor.
10 It's a combined version of all the ones that follow. So it's
11 the redacted 169 with all the little pieces that follow that we
12 marked separately as exhibits redacting.

13 THE COURT: I'm so happy I have so many copies of it.
14 And then we have 806.

15 MR. MASTRO: Same principle, your Honor.

16 THE COURT: All right. So 806 hash mark is the whole
17 document, but 806R is the part that you are offering for the
18 truth of the matters asserted.

19 MR. MASTRO: Correct, your Honor.

20 THE COURT: All right. So that takes care of those.
21 Now, 2457.

22 MR. MASTRO: It's not offered for the truth, your
23 Honor. That's one Mr. Donziger prepared his responses not to
24 remember.

25 THE COURT: Well, we can do without the sarcastic

1 comments from both sides.

2 MR. MASTRO: Sorry, your Honor.

3 THE COURT: All right. So 2457 is received, the
4 document written by Mr. Donziger, but not for the truth of the
5 matter, right?

6 MR. MASTRO: Yes, your Honor.

7 (Plaintiff's Exhibit 2457 received in evidence)

8 THE COURT: And 558, remind me what that is?

9 MR. FRIEDMAN: The retainer agreement, your Honor.

10 MR. MASTRO: That's the retainer agreement, your
11 Honor.

12 THE COURT: All right. And unless there's objection,
13 that's received as an agreement between the parties.

14 MR. FRIEDMAN: Yes.

15 MR. MASTRO: Yes, your Honor.

16 THE COURT: Right?

17 MR. GOMEZ: Yes, your Honor.

18 THE COURT: Right, Mr. Friedman?

19 MR. FRIEDMAN: Yes, your Honor.

20 (Plaintiff's Exhibit 558 received in evidence)

21 THE COURT: Okay. That takes care of that. What else
22 tonight?

23 MR. MASTRO: Your Honor, I did want to be heard on the
24 issue with Mr. Rizack's documents.

25 THE COURT: Fire away.

1 MR. MASTRO: Your Honor, we don't see how there could
2 at this point be any valid privilege claim, but the way we
3 proceeded in this case throughout has been 502 stip. We can't
4 get a stip apparently from defendants as Mr. Donziger won't
5 agree to let his counsel do that.

6 So I think it's within the Court's right to direct in
7 these extraordinary circumstances under 502 that we should be
8 allowed to review them without any waiver on the defendant's
9 part any privilege claim, and to the extent we wanted to offer
10 any of those documents, then the Court could rule on the
11 privilege claim then. We have both issues of crime fraud and
12 waiver that should really answer this completely.

13 MR. FRIEDMAN: Your Honor.

14 MR. MASTRO: They haven't offered any showing it's
15 privileged. Financial information in the hands of someone
16 denominated accountant.

17 MR. FRIEDMAN: Here is my understanding, your Honor,
18 based on conversations and emails with Mr. Rizack. He received
19 a subpoena for all accounting documents. He produced a bunch.
20 He told me that he had withheld some bills and at the time I
21 didn't know what they were and I was --

22 THE COURT: Bills by Rizack to Donziger or other
23 bills?

24 MR. FRIEDMAN: Lawyer bills, mostly.

25 THE COURT: Well, lawyer bills. What lawyer for whom?

1 MR. FRIEDMAN: I'm about to say. They're some of them
2 are bills for people who were hired to do 1782, like I think
3 one is from Tallahassee or someplace. I can't remember where
4 it was from, but they're from all other the place. Some of
5 them were from vendors that weren't getting paid, like court
6 reporters.

7 So there's a variety of bills and I told him turn over
8 all the bills and he had one question about Keker's bills
9 because they were -- Mr. Keker had bills and he said what I've
10 done is I redacted the itemization and just left the totals.

11 THE COURT: This is Keker redacting or this is Rizack
12 redacting?

13 MR. FRIEDMAN: This is Rizack redacting Keker's bills.
14 And I said I don't know and I didn't see a problem with the
15 totals going in, but there might be privileges to the
16 itemization. That's what I think is in dispute. Now, I have
17 to say --

18 THE COURT: Are you telling me that the only thing in
19 dispute are the redactions from the Keker bills?

20 MR. FRIEDMAN: That is my belief. Now, if someone --
21 if I'm wrong on that, I don't have a hundred percent
22 confidence. It was a tiny bit of what I've done over the last
23 couple weeks, but that's my understanding.

24 THE COURT: You do have my sympathy, Mr. Friedman.

25 MR. MASTRO: It's the first I'm hearing that is the

1 only thing. We don't care about the substance of the Keker
2 bills. But we understand that he's withheld, Mr. Rizack, over
3 200 separate documents. That can't be Keker bills. He wasn't
4 in the case that long.

5 MR. FRIEDMAN: I didn't see -- what he showed me total
6 was maybe 200 pages. But most of it my understanding is he was
7 going to turn over. I think the only thing we dispute is the
8 Keker itemization. If they don't want it, I think I can make a
9 call to Mr. Rizack and be done with it.

10 (Continued on next page)

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1 MR. MASTRO: I have no problem with that, your Honor,
2 and Mr. Friedman I am sure will do that. I am not asking for
3 the itemization of the Keker bills.

4 THE COURT: Is there any doubt that I have the
5 authority under 502(d) to order disclosure of the Rizack
6 materials that have been withheld, without waiver of any
7 privilege in this or any other litigation, simply for the
8 purpose of allowing Mr. Mastro to see whether he really cares
9 about any of this stuff? And if he doesn't, the whole thing
10 goes away. And if he does, then that will then get litigated.
11 Is there any doubt about my authority to do that?

12 MR. FRIEDMAN: No doubt about your authority to do
13 that.

14 THE COURT: I am ahead of you I think.

15 You confirm with Mr. Rizack what the shape of the
16 table is and you and Mr. Mastro talk. If this whole thing goes
17 away on that basis, a blessing on both your heads. If it
18 doesn't, I am ordering disclosure now under 502(d), without
19 waiver, to Mr. Mastro so that he can see whether there is
20 anything left to fight about. I am hopeful that that won't be
21 necessary, and I am hopeful that if it is necessary, it will be
22 easily and speedily resolved. But let's get it done tonight if
23 we can.

24 MR. FRIEDMAN: We should be able to.

25 THE COURT: Anything else?

1 MR. MASTRO: Nothing else tonight, your Honor.

2 Thank you.

3 (Adjourned to November 19, 2013, at 9:30 a.m.)

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1800	2371
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[illegible]

3 Exhibit No. Received

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EXHIBIT 28



Fromboliere

attorneys

Mr. Carlos Guaman

PRESIDENT OF THE AMAZON DEFENSE FRONT

Hand Delivered

Copy to:

FDA and UDAPT Executive Board

Dear Sirs:

I write this letter in my capacity as attorney and legal representative of the plaintiffs in the lawsuit that, for more than 22 years, residents of the provinces of Orellana and Sucumbios have been pursuing against the Chevron Corporation oil company.

In recent months, we have seen several inappropriate and unlawful actions by the Amazon Defense Front (FDA), actions that place at serious risk the lawsuit that the plaintiffs with their team of Ecuadorian attorneys have legitimately won against the Chevron Corporation oil company.

To better illustrate this, here are a few examples:

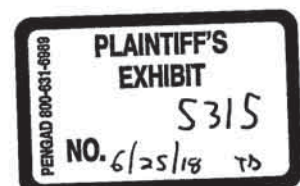
a. On November 20, 2015, the FDA arbitrarily and unlawfully adopted a resolution that gravely affected the lawsuit's financing process, and in turn, the legitimate defense of the plaintiffs' rights in this case.

b. On January 19, 2016, Mr. Luiz Yanza and Mr. Steven Donziger signed a contract for the management of financial resources on behalf of the FDA and the plaintiffs. This is extremely serious, since neither of these two persons represents the plaintiffs. Since the filing of the case in Ecuador, Mr. Donziger has not been the plaintiffs' attorney, therefore, he does not represent any of the plaintiffs. Mr. Yanza also does not represent any of the plaintiffs. Presumably, the FDA gave him the authority to sign that contract, when in fact, the FDA also does not represent any of the plaintiffs.

c. Subsequently, at least two more documents have been signed, supposedly to finance the plaintiffs' case in Canada, the last of which was at the beginning of July 2016, in which you, sir, the President of the FDA, signed those

[Initials]

CERT. ULG VER: JD





documents on behalf of the organization and of the “plaintiffs.” In other words, you are asking for money in the name of persons that you do not represent, which clearly constitutes a serious crime, whether as a scam or because you are acting as if you have powers that neither you nor your organization has.

d. According to the information that your own organization is disseminating through various means, the FDA, on behalf of the plaintiffs, has obtained disbursements of 250,000 dollars each, which totals 500,000 dollars. Likewise, the information being disseminated indicates that all the money has been delivered to the law firm of Alan Lenczner, in Canada; however, according to the report that we have, in the first disbursement, attorney Alan Lenczner was only sent the sum of 175,000 dollars. Therefore, 75,000 is missing, and I do not know if you or the base of your organization know the destination of that money; or in what account it is.

e. It is worth reminding you, Mr. President of the FDA, that the FDA’s leading role begins when the judgment proceeds have been received, and not before. But at that time, you and your organization must display honesty, transparency and respect for the litigation rights of the plaintiffs; something that is not currently the case. The fact that there is an assignment of rights, in addition to being unlawful, does not mean that you or your organization have the green light to make use of third party rights in an arbitrary fashion.

In conclusion, Mr. Guaman, I must remind you and tell you that:

1. The Amazon Defense Front does not represent any of the plaintiffs in this lawsuit, therefore, any document, contract or agreement that you have signed on behalf of the Plaintiffs is unlawful and will not be recognized at any time; everything seems to indicate that this is a scam.

2. In representation of the plaintiffs, until they themselves decide otherwise, I do not authorize and you and the FDA are prohibited from signing any document, contract or anything else on behalf of the plaintiffs, without my consent, since, to date, I am the person who represents them, or that of the plaintiffs themselves, in a total and absolute manner.

3. I ask you to immediately provide me with a copy of each and every one of the documents, contracts or agreements that the FDA has signed with the different third parties, whether they be: funders, possible funders, resource managers, supporters, advisers,

[Initials]



in conclusion, any type of document, contract or agreement that is related to the Aguinda v. Chevron lawsuit.

4. I demand that you immediately hand over all details, with the supporting documentation recognized by the law, of the use that has been made of all the money that the FDA represents it has obtained; that is, for each of the disbursements it has made. The money was requested on behalf of the plaintiffs and, therefore, they have the absolute right to adequately and timely know the use made of every cent, with special attention to the first disbursement, in which we already know 75,000 dollars are missing.

5. Any embezzlement, fraud, waste of money or theft, which is related to the Chevron case, to the plaintiffs, is the responsibility of the Amazon Defense Front, of which you are the legal represented.

As I am open to dialogue, I urge you and the organization you represent to act within the framework of the law. If you want to discuss any of these matters, I will gladly listen.

Without prejudice to the foregoing, I reserve the right to file the relevant legal actions if necessary, in the legitimate defense of those I represent.

I will receive any correspondence at the UDAPT office, which is well known by you, and at the following email: pablofajardom@gmail.com.

Cordially,

[Signature]

Atty. Pablo Fajardo Mendoza

REPRESENTATIVE OF THE PLAINTIFFS IN THE LAWSUIT AGAINST CHEVRON



United Language Group
3 Columbus Circle
14th Floor
New York, NY 10119
+1 888.601.9814
legaltranslations@ulgroup.com

State of New York)
Estado de Nueva York)
) ss:
) a saber:
County of New York)
Condado de Nueva York)

Certificate of Accuracy
Certificado de Exactitud

This is to certify that the attached translation is, to the best of our knowledge and belief, a true and accurate translation from Spanish into English of the attached document.

Por el presente certifico que la traducción adjunta es, según mi leal saber y entender, traducción fiel y completa del idioma español al idioma inglés del documento adjunto.

Dated: March 9, 2018
Fecha: 9 de marzo 2018

Yasushi Sasaki
Senior Project Manager- Legal Translations
United Language Group

[firmado]

Yasushi Sasaki
Gerente de Proyecto Senior – Traducciones Legales
United Language Group

Sworn to and signed before
Jurado y firmado ante
Me, this 9th day of
mí, a los 9 días del
March 2018
mes de marzo de 2018

Notary Public
Notario Público

[firmado]
[sello]

GINA MARIE STLAURENT
Notary Public, State of New York
No. 01ST6146442
Qualified in New York County
Commission Expires May 15, 2018



Señor

Carlos Guamán

PRESIDENTE DEL FRENTE DE DEFENSA DE LA AMAZONIA

Presente

Con copia a:

Consejo Ejecutivo del FDA y de la UDAPT.

De mi consideración;

Le escribo esta carta en mi calidad de abogado y representante legal de los actores o demandantes en el juicio que por más de 22 años, pobladores de las provincias de Orellana y Sucumbios, mantenemos en contra de la Petrolera Chevron Corporation.

En los últimos meses hemos visto distintas acciones inadecuadas e ilegales por parte del Frente de Defensa de la Amazonía, acciones que ponen en grave riesgo el proceso que los demandantes con su equipo de abogados ecuatorianos ha ganado de forma legítima en contra de la petrolera Chevron Corporation.

Para una mejor ilustración aquí unos pocos ejemplos:

- a. El día 20 de noviembre del 2015, el FDA de forma arbitraria e ilegal adoptó una resolución, que afectó gravemente el proceso de financiamiento del juicio y a la vez, la legítima defensa de los derechos de los accionantes en éste proceso.
- b. El día 19 de enero del 2016 los señores: Luis Yanza y Steven Donziger, suscriben un contrato para la gestión de recursos económicos, en nombre del FDA y de los demandantes. Cosa tremendamente grave, ya que ninguna de las dos personas representa a los demandantes. El señor Donziger, desde que el proceso se instaló en el Ecuador, no es abogado de los demandantes, por ende no representa a ningún demandante. El señor Yanza tampoco representa a ningún demandante. Presumiblemente el FDA le habría dado el aval para dicha suscripción de contrato, cuando el FDA tampoco representa a ningún demandante.
- c. Posteriormente se han suscrito al menos dos documentos más, para supuesto financiamiento del caso de los accionantes en Canadá, siendo el último de ellos a inicios del mes de julio del año 2016, en los cuales, usted señor Presidente del FDA, suscribe dichos



documentos en nombre de su organización y de los "demandantes". Es decir, se está pidiendo dinero en nombre de personas a las cuales usted no representa, lo que a legua constituye un grave delito, sea por estafa o por arrogarse funciones de las cuales usted ni su organización no las tiene.

d. Según la información que su misma organización está difundiendo por distintos medios, se indica que el FDA, en nombre de los demandantes, han conseguido dos desembolsos de 250.000 dólares cada uno de ellos, lo que da un total de 500.000 dólares. Igualmente la información que se difunde indica que la totalidad del dinero ha sido entregada a la firma de abogados de Alan Lenczner, de Canadá; sin embargo de acuerdo al reporte que disponemos, en el primer desembolso, al abogado Alan Lenczner, únicamente le entregaron la suma de 175.000 dólares. Por lo tanto faltan 75.000, que no se si usted y las bases de su organización saben el destino de ese dinero; o en que cuenta están.

e. Cabe recordarle señor Presidente del FDA, que el rol protagónico del FDA inicia cuando se hayan recaudado los recursos económicos de la sentencia, no antes. Pero en ese momento usted y su organización deben demostrar honradez, transparencia y respeto a los derechos litigiosos de los demandantes. Cosa que no está pasando en la actualidad. El hecho que exista una cesión de derechos, además de ser ilegal, no quiere decir que usted ni su organización tienen luz verde, para disponer de derechos de terceros de forma arbitraria.

En conclusión señor Guamán debo recordarle y decirle que:

1. El Frente de Defensa de la Amazonía no representa a ningún demandante en éste proceso judicial, por lo tanto cualquier documento, contrato o convenio que haya firmado en nombre de los Demandantes, carece de toda legalidad y no será reconocido en ningún momento, todo apunta que se trataría de una estafa.
2. En representación de los demandantes, mientras ellos mismos no dispongan lo contrario, no autorizo, y le queda prohibido a usted y al FDA suscribir cualquier documento, contrato o lo que fuere; en nombre de los demandantes, sin el consentimiento de mi persona que hasta ahora soy quien los representa o de los mismos demandantes en forma total y absoluta.
3. Le solicito que de forma inmediata, me proporcione una copia de todos y cada uno de los documentos, contratos o convenios que el FDA ha suscrito con distintos actores externos, sean éstos: Financistas, posibles financistas, gestores de recursos, patrocinadores, asesores,



en conclusión cualquier tipo de documentos, contratos o convenios que tengan relación con el juicio Aguinda Vs. Chevron.

4. Le exijo, que de forma inmediata, entregue todos los detalles, con los justificativos legalmente reconocidos del destino de todo el dinero que el FDA asegura a ver conseguido. Es decir, de cada uno de los desembolsos que ha logrado. Ese dinero fue pedido en nombre de los demandantes y por ende tienen pleno derecho para conocer de forma adecuada y oportuna el destino de cada centavo. Poniendo especial atención en el primer desembolso, donde desde ya conocemos que faltan 75.000 dólares.

5. Cualquier desfalco, estafa, despilfarro de dinero o robo, que esté vinculado con el caso Chevron, con los demandantes, o actores, es de responsabilidad del Frente de Defensa de la Amazonía, legalmente representada por usted.

Como un amante del diálogo, le exhorto, a usted y a la organización que usted representa, a actuar dentro del marco de la ley. Si usted quiere dialogar sobre cualquiera de éstos temas, gustosamente lo escuchare.

Sin perjuicio de lo dicho, me reservo el derecho de iniciar las acciones legales pertinentes en caso de ser necesario, en legítima defensa de quienes represento.

Comunicaciones que me correspondan, las recibiré en la oficina de la UDAPT, plenamente conocida por usted y en el correo electrónico: pablofajardom@gmail.com

Cordialmente



Ab. Pablo Fajardo Mendoza

PROCURADOR DE LOS DEMANDANTES EN EL JUICIO CONTRA CHEVRON

EXHIBIT 29

From: Katie Sullivan <Katie@Streamlinefamilyoffice.com>
Sent: Monday, March 19, 2018 2:20 PM
To: Steven Donziger <sdonziger@donzigerandassociates.com>
Subject: Fwd: Here

Done

Let me know if or when okay to send Juan's \$2k.

From: Steven Donziger [mailto:sdonziger@donzigerandassociates.com]
Sent: Monday, March 19, 2018 12:12 PM
To: Katie Sullivan <Katie@Streamlinefamilyoffice.com>
Subject: Fwd: Here

His wire instructions are below

Sent from my iPhone

Begin forwarded message:

From: Luis Yanza <lfya62@gmail.com>
Date: March 19, 2018 at 11:55:30 AM EDT
To: Steven Donziger <sdonziger@donzigerandassociates.com>
Subject: Re: here

I hope this is ok.

Here is the account information but it is in my daughter's name. That could be a problem.

Let me know xf

Account No. 39641505 Banco de Guayaquil
Name: Shuyana Natalia Yanza Allauca
Address: Calle Gonzalo Pizarro N 3-88, Barrio San Blas, Tumbaco, province of Pichincha.
Telephone 593 2 2372910
Swift Code (for transfers from abroad): GUAYECEG
Bank address: Centro Comercial Rio Centro Sur, suite 122, 123. Avenida 25 de Julio, Guayaquil.
Telephone 593 42 3730100.

On 3/19/18, Steven Donziger <sdonziger@donzigerandassociates.com> wrote:

Please attach the bank information and send it to me again.

This is key, and please do it every time you send a receipt.

UNITED LANGUAGE GROUP

legaltranslations@ulgroup.com

)

)

)

)

SS:
a saber:

[firmado]
[sello]

From: Katie Sullivan <Katie@Streamlinefamilyoffice.com>
Sent: Monday, March 19, 2018 2:20 PM
To: Steven Donziger <sdonziger@donzigerandassociates.com>
Subject: RE: aqui

Done

Let me know if or when okay to send Juan's \$2k.

From: Steven Donziger [mailto:sdonziger@donzigerandassociates.com]
Sent: Monday, March 19, 2018 12:12 PM
To: Katie Sullivan <Katie@Streamlinefamilyoffice.com>
Subject: Fwd: aqui

His wire instructions are below

Sent from my iPhone

Begin forwarded message:

From: Luis Yanza <lfya62@gmail.com>
Date: March 19, 2018 at 11:55:30 AM EDT
To: Steven Donziger <sdonziger@donzigerandassociates.com>
Subject: Re: aqui

Ojala esto valga.

Los dastos de la cuenta son estos pero estan a nombre de mi hija. Eso tal vez puede ser un problema.

Me avisa xf

Cuenta No. 39641505
Banco de Guayaquil
Nombre: Shuyana Natalia Yanza Allauca
Dirección: Calle Gonzalo Pizarro N 3-88, Barrio San Blas, Tumbaco, provincia de Pichincha.
Teléfono 593 2 2372910
Código Swift (para transferencias desde afuera): GUAYECEG
Dirección del banco: Centro Comercial Río Centro Sur, suite 122, 123. Avenida 25 de Julio, Guayaquil. Telefono 593 42 3730100.

El 19/3/18, Steven Donziger <sdonziger@donzigerandassociates.com> escribió:

Pone por favor la informacion bancaria en la adjunto, y me mande otra vez.
Eso es clave y hagalo por favor cada vez que manda usted un recibo.

EXHIBIT 30

DECLARATION OF THE AFFECTED NATIONALITIES IN THE PROVINCE OF SUCUMBIOS

On August 20, 2016, the presidents of the nationalities represented by Mr. Juan Yiyocuro, in his capacity as president of the Siona nationality, ONISE; Mr. Justino Piaguaje, as president of the Siekopai nationality, NASIEPAI; Mr. Roberto Aguinda, President of the Indigenous Nationality A'i Cofan of Ecuador, NOAIKE; and Mr. Guillermo Grefa, representative of the Kichwa nationality, meet in the city of Lago Agrio.

We are the plaintiffs and people affected—Siekopai, “Secoya,” Siona, A'i Cofan, and Kichwa nationalities—who have supported and backed this fight for over 22 years, together with the settler peasants who live in the oil fields operated by Texaco in the provinces of Sucumbios and Orellana. The immense desire and dream of the nationalities is to achieve justice, repair the environmental and cultural damage, and remediate the natural habitat of the indigenous groups of Ecuador's northern Amazon. For all these reasons, for over two decades we have kept UNITY, AND TOGETHER WE SEEK JUSTICE FOR THE DIGNITY OF THOSE CURRENTLY ALIVE AND FOR FUTURE GENERATIONS, AND FOR THE HEALTH OF OUR AMAZON AND THE PLANET.

In recent months the technicians, advisors and leaders of the AMAZON DEFENSE FRONT, FDA, have made public statements about the position they have adopted. These statements have appeared in local, national and international media and have been made at meetings and conversations held with different people, both in the communities of Orellana and Sucumbios, and with NGO allies of the UDAPT. They have discussed the fight that belongs exclusively to the plaintiffs, the different communities of the nationalities who have been affected. They state that “we do not represent [them], and we have no right to the proceeds from this fight,” disregarding the UNION OF PEOPLE AFFECTED BY TEXACO'S OIL OPERATIONS, UDAPT, claiming that it has exclusively prosecuted the court case against Chevron on behalf of the indigenous nationalities and peasants affected by the oil fields through the 47 plaintiffs that signed the complaint and under a power of attorney given to Atty. Pablo Fajardo, joint counsel in the case.

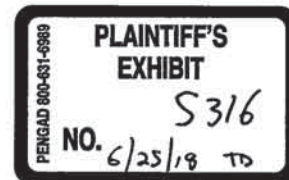
WHEREAS:

This seriously harms our fight and the unity of the indigenous nationalities and peasants and the UDAPT, the highest body, which represents us, due to the malicious and reckless actions of some former leaders, such as Luis Yanza, Steven Donziger and Ermel Chavez, who led this historic case, through the FDA, at the start of the court case in the U.S. and Ecuador, and Dr. Patricio Salazar, whom we have never met.

On January 19, 2016, Mr. Steven Donziger and Mr. Luis Yanza, without informing and without authorization from the undersigned Nationalities, or from the plaintiffs, executed an agreement with financiers from a so-called tax haven on behalf of the people affected and the nationalities, without any authorization to do so.

Judging by their actions, Mr. Luis Yanza, Mr. Steven Donziger, Mr. Ermel Chavez, and Dr. Patricio Salazar are working to break up and to deprive the indigenous nationalities and plaintiffs of any right to social and cultural benefit from the case.

Steven Donziger, who is not authorized to represent the nationalities, has repeatedly issued statements in different media in the



U.S., and lately in Ecuador, claiming to be the attorney in the case, though he does not represent any nationality or any of the plaintiffs.

Mr. Steven Donziger, Mr. Luis Yanza, and, in recent years, Mr. Pablo Fajardo, have administered or managed money owned by the Plaintiffs. Consequently, on January 29, 2016, the UDAPT, convened at a general meeting, issued a resolution to ask Mr. Steven Donziger, Mr. Luis Yanza, and Mr. Pablo Fajardo to provide an accounting, in other words, to provide the UDAPT with detailed information about all of the money they have managed that belongs to the UDAPT. To date, only Mr. Pablo Fajardo has provided that information. Mr. Steven Donziger and Mr. Luis Yanza have failed to do so.

It is clear that the above individuals have an obvious desire to take economic advantage of the case and to achieve some public fame for personal benefit, without considering the UDAPT's fight, which seeks to achieve a dignified, healthy life without contamination, through remediation of the damage caused by the human rights violation caused by the oil operations of Texaco, now Chevron, in the Ecuadorian Amazon.

Based on the foregoing background and considerations, the nationalities Siona, Siekopai, Cofan and Kichwa, exercising our right and in order to protect the fight we have carried on and unity we have had for 22 years while fighting Texaco in search for JUSTICE for human life and nature, publicly

DECLARE THE FOLLOWING:

1. Mr. Luis Yanza and Mr. Steven Donziger are hereby considered personae non gratae because they failed to defend the collective interest rights of the indigenous nationalities and peasants. It is clear to us that they seek to advance their own private and personal interests.
2. Mr. Luis Yanza, Mr. Steven Donziger, Mr. Ermel Chavez and Mr. Patricio Salazar are prohibited perpetually and absolutely from speaking for or representing the Siona, Siekopai and Cofan nationalities before any organization, court, or media of any kind, investor, or any other person. None of them represent the undersigned Nationalities.
3. We demand that within two months, starting August 20 of this year, Mr. Luis Yanza and Mr. Steven Donziger submit a detailed report accounting for all of the money they have managed on behalf of the people affected or the plaintiffs in the case that our people have against Chevron.
4. In previous years, the leaders of the nationalities, trusting him, gave Mr. Luis Yanza a power of attorney to conduct certain acts. However, it is apparent that Mr. Yanza abused that power and used it inappropriately, signing documents on behalf of the nationalities without the power to do so. Consequently, the special power of attorney the three nationalities gave Mr. Luis Yanza is hereby revoked, as is any other document that gave him power to act on our behalf. Also, as nationalities, we disavow any contract, agreement, arrangement or any other document that Mr. Luis Yanza may have signed on our behalf in 2015 and 2016. Those documents were not authorized by the nationalities and therefore are not, and will not be, valid.

5. This resolution will be immediately sent to all social organizations, law firms and other persons who, in any way, work jointly or in cooperation with the plaintiffs in the case we are pursuing against Chevron.

In the defense of the ancestral and cultural rights of our nationalities, we, the presidents of the nationalities, sign this declaration on the 20th day of August 2016.

[signature]

Mr. Justino Piaguaje

PRESIDENT SIEKOPAI

[signature]

Mr. Juan Yiyocuro

PRESIDENT ONISE-SIONA

[signature]

Mr. Roberto Aguinda

PRESIDENT NOAIKE KOFAN

[signature]

Mr. Guillermo Grefa

REPRESENTATIVE OF THE KICHWA NATIONALITY



United Language Group
3 Columbus Circle
14th Floor
New York, NY 10119
+1 888.601.9814
legaltranslations@ulgroup.com

State of New York)
Estado de Nueva York)
) ss:
) a saber:
County of New York)
Condado de Nueva York)

Certificate of Accuracy
Certificado de Exactitud

This is to certify that the attached translation is, to the best of our knowledge and belief, a true and accurate translation from Spanish into English of the attached document.

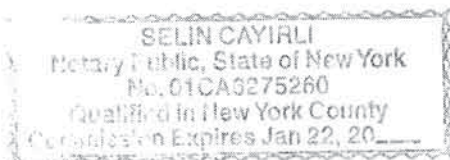
Por el presente certifico que la traducción adjunta es, según mi leal saber y entender, traducción fiel y completa del idioma español al idioma inglés del documento adjunto.

Dated: October 11, 2017
Fecha: 11 de octubre 2017

Yasushi Sasaki
Senior Project Manager-- Legal Translations
United Language Group

[firmado]

Yasushi Sasaki
Gerente de Proyecto Senior – Traducciones Legales
United Language Group



Sworn to and signed before
Jurado y firmado ante
Me, this 11th day of
mí, a los 11 días del
October 2017
mes de octubre de 2017

Notary Public
Notario Público

[firmado]
[sello]

DECLARATORIA DE LAS NACIONALIDADES AFECTADAS DE LA PROVINCIA DE SUCUMBIOS

A los 20 días del mes de Agosto del 2016, se reúnen en la ciudad de Lago Agrio los presidentes de las nacionalidades representado por el Sr. Juan Yiyocuro en calidad de Presidente de la Nacionalidad Siona ONISE, por el Sr. Justino Pisguaje en calidad de Presidente de la nacionalidad Siskopar NASIEPAI, el Sr. Roberto Aguinda Presidente de la Nacionalidad Orngwina A'i Kotán del Ecuador NOATKE y el Señor Guillermo Gueña Representante de las Nacionalidad Kichwa.

Somos las Nacionalidades Siskopar "Sicopya", Siona, A'i "Kotán" y Kichwa demandantes y afectados quienes llevamos respaldando y apoyando esta lucha más de 22 años, conjuntamente con los compañeros campesinos colonos que viven en los campos petroleros operados por la Texaco en las provincias de Sucumbios y Orellana. El gran sentimiento y sueño de las nacionalidades es lograr justicia, reparar los daños ambientales y culturales, la reparación del hábitat natural de los grupos originarios de esta Amazonia Norte del Ecuador, por todas aquellas razones es que, durante más de dos décadas, hemos mantenido la UNIDAD Y JUNTOS BUSCAMOS JUSTICIA POR LA DIGNIDAD DE LA VIDA ACTUAL Y DE NUESTRA FUTURA GENERACIÓN, ASI COMO POR LA SALUD DE NUESTRA AMAZONIA Y DEL PLANETA.

En los últimos meses, se han generado pronunciamientos y versiones públicas, sobre la posición que han adoptaron los técnicos, asesores y dirigentes del FRENTE DE DEFENSA DE LA AMAZONIA, FOA, a través de los medios de comunicación local, nacional e internacional, así como también a través de reuniones y conversaciones con distintas personas tanto en las comunidades de Orellana y Sucumbios, como con ONGs, aliados de la UDAPT, sobre la lucha exclusivamente de los demandantes afectados por las diferentes comunidades de las nacionalidades en donde mencionan que "no lo representamos ni tenemos derechos al beneficio a esta lucha", y por el desconocimiento a la UNION DE AFECTADOS Y AFECTADAS POR LAS OPERACIONES PETROLERAS TEXACO "UDAPT" a la instancia que viene representando exclusivamente al proceso del juicio en contra de Chevron a favor de las nacionalidades indígenas y campesinos afectados de los campos petroleros, a través de los 47 demandantes firmantes y bajo poder concedido al Abg. Pablo Fajardo Procurador Común del caso.

CONSIDERANDO:

Que, afecta severamente a nuestra lucha y la unidad de las nacionalidades indígenas y campesinos y a la UDAPT instancia máxima que nos representa, por algunos actos maliciosos y temerarios de algunos líderes históricos como Luis Yanza, Steven Doringier y Emel Chávez dirigentes que llevaron este proceso de lucha histórica mediante el FDA al inicio del caso Judicial en los EEUU y en Ecuador, el señor Dr. Patricio Salazar a quien nunca lo habíamos conocido.

Que, los señores Steven Doringier y Luis Yanza sin previa información y sin la autorización de las Nacionalidades suscriptoras de esta resolución, ni de los demandantes, el día 19 de Enero del 2016, procedieron a suscribir un convenio, con gestores de financiamiento, de un lugar denominado Paraíso Fiscal, a nombre de los afectados y de las nacionalidades, sin tener ninguna facultad ni autorización para aquello.

Que, de acuerdo a las acciones y actitudes, los señores Luis Yanza, Steven Doringier, Emel Chávez y el Dr. Patricio Salazar, están trabajando con el fin de lograr la desunión y dejar sin derecho a ningún beneficio social y cultural de las nacionalidades indígenas y a los demandantes.

Que, el Ab. Steven Doringier sin ser abogado autorizado por las nacionalidades reiteradamente emite pronunciamiento en distintos medios de comunicación en los

EEUU y últimamente en los medios nacional como abogado del caso, cuando él, no representa a ninguna Nacionalidad, ni a ninguno de los demandantes.

Que, los señores Steven Donziger, Luis Yanza y en los últimos años el abogado Pablo Fajardo, han administrado o manejado cantidades de dinero, de propiedad de los Demandantes, en consecuencia, el día 29 de enero del 2016, la Asamblea Ordinaria de la UDAPT, resolvió pedir a los señores Steven Donziger, Luis Yanza y Pablo Fajardo, que rindan cuenta, es decir, que informen detalladamente a la UDAPT sobre todo el dinero que ellos han manejado y que es propiedad de la UDAPT. Hasta este día únicamente el señor Pablo Fajardo ha rendido cuentas. No lo han hecho los señores Steven Donziger y Luis Yanza.

Que, es evidente, que los señores antes mencionados, existe una clara muestra de ambición por aprovecharse económicamente del caso y lograr algún tipo de Notoriedad Pública para su beneficio personal; sin considerar ni tener en cuenta la lucha de la UDAPT que es *Hacer realidad una vida digna, sana y sin contaminación, mediante la reparación de los daños provocados debido a la violación de los derechos humanos causados por la operación petrolera de Texaco, hoy Chevron, en la Amazonía ecuatoriana.*

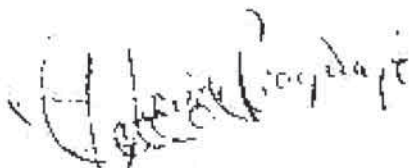
Con todos estos antecedentes y consideraciones las nacionalidades Siona, Siakopai, A'i y Kichwa bajo nuestro derecho y por precautelar la lucha y la unidad que sostenemos y seguimos los 22 años de lucha a Texaco en busca de JUSTICIA a la vida humana y naturaleza, ante la opinión pública;

DECLARAMOS.-

- 1.- Persona no grata al señor Luis Yanza y al Abogado Steven Donziger por no defender a los derechos intereses colectivos de las nacionalidades indígenas y campesinos; es más está claro para nosotros que ellos defienden sus interés particulares y personales
- 2.- Se prohíbe de forma absoluta y perpetua a los señores Luis Yanza y Steven Donziger, Emel Chávez y Patricio Salazar, hablar y representar a las nacionalidades Siona, Siakopai y A'i en cualquier instancia, judicial, medios de comunicación de cualquier naturaleza, inversores, o cualquier persona. Ninguno de ellos representa a las Nacionalidades suscriptoras de esta resolución
- 3.- Le exigimos a los señores Luis Yanza y Steven Donziger, que en un plazo de dos meses, contados a partir del día 20 de agosto del presente año, entreguen el informe detallado de todo el dinero que ellos han administrado en nombre de los afectados o demandantes del caso que nuestros pueblos mantenemos en contra de Chevron
- 4.- En años anteriores, los dirigentes de las Nacionalidades, en confianza, le otorgaron algún tipo de poder para determinadas actuaciones al señor Luis Yanza; sin embargo, es visible que el señor Yanza abusó de ese poder y lo ha utilizado en forma inadecuada, ha suscrito documentos en nombre de las nacionalidades sin tener ninguna facultad para hacerlo. En consecuencia, dejamos sin efecto, el poder especial de representación otorgado por las tres nacionalidades en favor del señor Luis Yanza, y cualquier otro documento que le daba algún tipo de facultad para actuar en nombre nuestra. A la vez, que como Nacionalidades no reconocemos ningún tipo de contratos, convenios, acuerdos o cualquier documento que el señor Yanza Luis haya suscrito en nuestro nombre, durante los años 2015 y 2016. Los mismos no fueron autorizados por las Nacionalidades y no tienen ni tendrán ningún valor

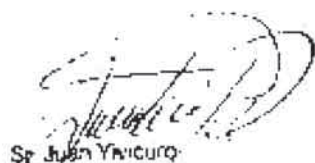
5 - Esta resolución, será enviada de forma inmediata a todas las organizaciones sociales, bufetas de abogados, y más personas que de una u otra manera tienen algún tipo de trabajo en solidaridad, cooperación, con los demandantes del caso que sostenemos en contra de Chevron

En defensa a los derechos ancestrales y culturales de nuestras nacionalidades firmamos esta declaración los presidentes de las nacionalidades, a los 20 días del mes de Agosto del 2016.



Sr. Justino Piaguaje

PRESIDENTE SIEKOPAI



Sr. Juan Yavicuro

PRESIDENTE ONISE SIONA



Sr. Roberto Aguirre

PRESIDENTE NOAIKE KOFAN



Sr. Guadalupe Gera

REPRESENTANTE DE LA NACIONALIDAD KICHWA

EXHIBIT 31

SUPERSEDING RETAINER AGREEMENT

THIS RETAINER AGREEMENT, dated November 1, 2016 ("Superseding Agreement"), amends, replaces, and supersedes entirely the retainer agreement dated March 1, 2012 ("the Prior Agreement") engaging and authorizing Lenczner Slaght LLP ("the Firm") with respect to the prosecution of the Canadian enforcement action on the judgment of the Ecuadorian Courts in the environmental damages action of *Maria Aguinda v. Chevron Corporation*.

The Ecuadorian Court, in its decision of February 14, 2011, required the individual plaintiffs to the *Aguinda* case (a "representative action" under Ecuadorian law) to establish a commercial trust to administer the monies to be received from Chevron Corporation; to assign the extent of their individual interests to said trust; and to establish the *Frente de Defensa de la Amazonia* ("the FDA") as the beneficiary of the trust. In addition, the Ecuadorian Court ordered that an amount equivalent to 10% of the US \$8.51 billion environmental damages award adjudged against Chevron be paid directly to the FDA, in its own right, under the incentive award provision of Ecuador's Environmental Management Act. The individual plaintiffs and the FDA established a trust in compliance with the Ecuadorian Court's requirements on March 1, 2012, in Quito, Ecuador ("Fideicomiso Mercantil de Administración de Flujos ADAT") ("the Trust").

Both the FDA, through its President, Mr. Carlos Guaman Gaibor, and the Trust, through the President of its Administrative Board, Mr. Ernel Gabriel Chavez Parra, hereby execute this Superseding Agreement. The undersigned hereby instruct Lenczner Slaght to continue to prosecute the action for recognition and enforcement of the *Aguinda* judgment in Canada, to seize Chevron (and subsidiary) assets in Canada as necessary, and to continue to follow


instructions and consult with the FDA and the Trust and their designated agents and representatives. Fees for the Firm's services shall continue to be as set forth in joint Exhibit B to the Prior Agreement and this Superseding Agreement.

For the avoidance of doubt, the undersigned hereby instruct Lenczner Slaght to act only upon their instructions and to no longer act upon the instructions of Pablo Fajardo or any others not acting pursuant to express authority from the FDA or the Trust.


IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date stated.

DATED: November 1, 2016

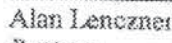
FOR THE FDA:


Sr. Carlos Guamán G.
President

FOR THE TRUST:


Ernel Gabriel Chávez Parra
President of the Administrative Board

FOR THE FIRM:


Alan Lenczner
Partner