

IN THE MATTER OF AN ARBITRATION BEFORE A TRIBUNAL
CONSTITUTED
IN ACCORDANCE WITH THE TREATY BETWEEN THE U.S.A. AND THE
REPUBLIC OF ECUADOR CONCERNING THE ENCOURAGEMENT AND
RECIPROCAL PROTECTION OF INVESTMENT, SIGNED AUGUST 27, 1993
(THE "TREATY")

and

THE UNCITRAL ARBITRATION RULES 1976

- - - - -x
 In the Matter of Arbitration :
 Between: :
 :
 CHEVRON CORPORATION (U.S.A.), :
 TEXACO PETROLEUM COMPANY (U.S.A.), :
 :
 Claimants, : PCA Case No.
 : 2009-23
 and :
 :
 THE REPUBLIC OF ECUADOR, :
 :
 Respondent. :
 - - - - -x Volume 3

TRACK 2 HEARING

Thursday, April 23, 2015

The World Bank
700 18th Street, N.W.
J Building
Conference Room JB1-080
Washington, D.C. 20003

The Hearing in the above-entitled matter convened
at 9:30 a.m. before:

MR. V.V. VEEDER, Q.C., President

DR. HORACIO GRIGERA NAÓN, Arbitrator

PROFESSOR VAUGHAN LOWE, Q.C., Arbitrator

Registry, Permanent Court of Arbitration:

MR. MARTIN DOE, Secretary to the Tribunal

MR. RAYMUNDO TREVES

MS. NAYA PESSOA

Additional Secretary:

MS. JESSICA WELLS

Court Reporters:

MR. DAVID A. KASDAN

MS. GAIL VERBANO

Registered Diplomate Reporter (RDR)

Certified Realtime Reporter (CRR)

Worldwide Reporting, LLP

529 14th Street, S.E.

Washington, D.C. 20003

United States of America

(202) 544-1903

info@wwreporting.com

SR. VIRGILIO DANTE RINALDI, S.H.

D.R. Esteno

Colombres 566

Buenos Aires 1218ABE

Argentina

(5411) 4957-0083

info@dresteno.com

Interpreters:

MR. DANIEL GIGLIO

MS. SILVIA COLLA

APPEARANCES: (Continued)

Representing Chevron Corporation and Texaco
Petroleum Company:

MR. HEWITT PATE

MR. MATTHEW FRIEDRICH

MR. JOSÉ LUIS MARTIN

MR. RICARDO REIS VEIGA

MS. SARA McMILLEN

MR. ANDRES ROMERO

MS. TANYA VALLI

APPEARANCES:

On behalf of the Claimants:

MR. R. DOAK BISHOP

MR. WADE CORIELL

MS. TRACIE RENFROE

MS. CAROL WOOD

MR. DAVID WEISS

MR. ELDY QUINTANILLA ROCHÉ

MS. ANISHA SUD

MS. SARA MCBREARTY

MS. JAMIE MILLER

MS. VIRGINIA CASTELAN

King & Spalding, LLP

110 Louisiana Street, Suite 3900

Houston, Texas 77002

United States of America

MR. EDWARD G. KEHOE

MS. CALINE MOUAWAD

MS. ISABEL FERNÁNDEZ de la CUESTA

MR. JOHN CALABRO

MS. JESSICA BEESS UND CHROSTIN

King & Spalding, LLP

1185 Avenue of the Americas

New York, New York 10036-4003

United States of America

MR. BRIAN A. WHITE

MS. ELIZABETH SILBERT

King & Spalding, LLP

1180 Peachtree Street

Atlanta, GA 30309

United States of America

MR. JAN PAULSSON

MR. LUKE A. SOBOTA

Three Crowns, LLP

2001 Pennsylvania Avenue, N.W.

Washington, D.C. 20005

United States of America

APPEARANCES: (Continued)

On behalf of the Respondent:

DR. DIEGO GARCÍA CARRIÓN,

Attorney General

DRA. BLANCA GÓMEZ del la TORRE

DR. FELIPE AGUILAR LUIS

DRA. DANIELA PALACIOS

DRA. MARÍA TERESA BORJA

Counsel, Attorney General's Office

Procuraduría General del Estado

Robles 731 y Av. Amazonas

Quito, Ecuador

MR. ERIC W. BLOOM

MR. TOMÁS LEONARD

MR. MARK BRAVIN

MS. NICOLE SILVER

MR. ALEX KAPLAN

MR. GREGORY EWING

MR. ERIC GOLDSTEIN

MS. CAROLINA ROMERO ACEVEDO

MS. CRISTINA VITERI TORRES

MS. CHRISTINE WARING

MR. JEFF JOHNSON

MR. ERIC WERLINGER

MR. PETER OSYF

MR. SCOTT PHILLIPS

MS. KATHY AMES VALDIVIESO

Winston & Strawn, LLP

1700 K Street, N.W.

Washington, D.C. 20006

United States of America

MR. RICARDO UGARTE

MS. NASSIM HOOSHMANDNIA

Winston & Strawn LLP

Grand-Rue 23

Geneva 1204

Switzerland

APPEARANCES: (Continued)

On behalf of the Respondent:

PROF. EDUARDO SILVA ROMERO
PROF. PIERRE MAYER
MR. JOSÉ MANUEL GARCÍA REPRESA
MS. AUDREY CAMINADES
MS. GABRIELA GONZÁLEZ GIRÁLDEZ
Dechert LLP
32 rue Monceau
75008 Paris
France

MR. ÁLVARO GALINDO CARDONA
MR. DAVID ATTANASIO
Dechert LLP
1900 K Street, N.W.
Washington, D.C. 20006
United States of America

MR. BRIAN CUMMINS
LitOptix

PROCEEDINGS

1
2 PRESIDENT VEEDER: Good morning, ladies and
3 gentlemen. We'll start Day 3 of this Track 2 or Phase II
4 Hearing. We have certain housekeeping matters, and we'll
5 keep them until. We'll proceed immediately with the next
6 witness, unless there are certain matters that need to be
7 raised by the other side at this stage.
8 We ask the Claimants first.
9 MR. BISHOP: There are none from the Claimants.
10 PRESIDENT VEEDER: And from the Respondent?
11 MR. BLOOM: There are none at this time.
12 PRESIDENT VEEDER: Thank you.
13 ALBERTO GUERRA BASTIDAS, CLAIMANTS' WITNESS, CALLED
14 PRESIDENT VEEDER: I'm address addressing you in
15 English, but I understand that you're following me in
16 Spanish through the headphones; is that correct?
17 THE INTERPRETER: He may be in the wrong channel.
18 MR. KEHOE: I can't hear the Spanish either,
19 Mr. Veeder.
20 THE INTERPRETER: He may be in the wrong channel.
21 I think Mr. Guerra can't hear me for some reason,
22 Mr. President.
23 Can you hear me, Mr. President?
24 PRESIDENT VEEDER: Let's try it again with the
25 interpreters.

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09:31 1 (Pause.)
2 THE INTERPRETER: Can you hear me, Mr. President?
3 The Witness may be on the wrong channel.
4 PRESIDENT VEEDER: Let's try again.
5 I'm addressing you in if English through the
6 interpreters. Can you hear what I'm saying as interpreted
7 into Spanish?
8 (Pause.)
9 PRESIDENT VEEDER: I think we've now fixed it.
10 Can you hear what I'm saying as interpreted into Spanish?
11 THE WITNESS: Yes, I do.
12 ARBITRATOR GRIGERA NAÓN: Can you ask him to come
13 closer to the microphone.
14 PRESIDENT VEEDER: Thank you for that. Are there
15 any technical difficulties on the Claimants' side?
16 MR. KEHOE: Not that I can see right now.
17 PRESIDENT VEEDER: I think we're resolving them on
18 the Respondent's side.
19 MR. LEONARD: Could I ask the translators to
20 speak.
21 PRESIDENT VEEDER: Put your microphone on.
22 MR. LEONARD: Could I ask the interpreters to
23 speak so we could hear them on channel two.
24 THE INTERPRETER: Maybe we should get the
25 technician, Mr. President, just to help us out.

09:33 1 PRESIDENT VEEDER: I think we're going to be okay.
 2 MR. LEONARD: We all have two.
 3 PRESIDENT VEEDER: Okay. If not, we can call the
 4 technician. It's up to you.
 5 THE INTERPRETER: Mr. Leonard, can you hear the
 6 Spanish now?
 7 MR. LEONARD: Let's proceed. I have the screen in
 8 front of me. I can manage.
 9 (Pause.)
 10 MR. LEONARD: Could we test it one more time,
 11 please.
 12 THE INTERPRETER: Now the English.
 13 What about the English? Can you hear the English?
 14 Channel one.
 15 (Pause.)
 16 THE INTERPRETER: English, can you hear the
 17 English now? All right. Thank you.
 18 PRESIDENT VEEDER: Let's proceed. We seemed to
 19 have resolved the technical difficulties.
 20 Could I ask you to look at the piece of paper
 21 which is on your left side on the table, and you will there
 22 find a form of words in Spanish. It's a single sheet of
 23 paper. Would you pick it up.
 24 And if you will, I will ask you to state your full
 25 name and then to read the Declaration in the Spanish

09:35 1 language.
 2 THE WITNESS: Yes, with pleasure, Mr. President.
 3 I'm Alberto Guerra Bastidas, and I solemnly
 4 declare upon my honor and conscience that I shall speak the
 5 truth, the whole truth, and nothing but the truth.
 6 PRESIDENT VEEDER: Thank you.
 7 We have certain rules about the way in which you
 8 will be questioned, first of all, of course, by the
 9 Claimants, and then by the Respondent, and then by the
 10 Claimants again, and possibly by the Tribunal.
 11 Because you're giving evidence in Spanish, it will
 12 be translated into English, and some of the questions will
 13 be in English will be translated into English; it's very
 14 important that the lawyers who question you and you do not
 15 overspeak. There has to be a pause between each question
 16 and each answer, not only for the shorthand recorders
 17 because they can't record two people speaking at the same
 18 time, but also we need a pause to allow the interpreters to
 19 complete their interpretation, so we ask all the lawyers
 20 who ask questions, and we ask you, too, just to pause
 21 between the question ending and your answer beginning.
 22 Do you understand what I'm saying?
 23 THE WITNESS: Yes, sir, I understand.
 24 PRESIDENT VEEDER: If there's any problem, please
 25 signal to us, and we will try to resolve them, but we start

09:37 1 with questions from the Claimants.
 2 MR. KEHOE: Thank you, Mr. President.
 3 DIRECT EXAMINATION
 4 BY MR. KEHOE:
 5 Q. Mr. Guerra, I have a few questions for you, but
 6 first there is a binder in front of you with four
 7 Declarations. Would you look at each of them briefly,
 8 please, and tell us whether they're your Declarations and
 9 your signature on the last page of each one.
 10 Since we're limited in time, I'm going to help the
 11 Witness find the pages, if that's not a problem.
 12 PRESIDENT VEEDER: Not at all.
 13 THE WITNESS: Yes, these are my signatures.
 14 Q. Sir, when you signed these declarations, did you
 15 state the facts truthfully and to the best of your ability
 16 and memory at the time that you signed them?
 17 A. Yes, that is correct, I did.
 18 Q. Sir, what country were you born in?
 19 A. I was born in Ecuador.
 20 Q. Until recently, have you lived in any country
 21 other than Ecuador?
 22 A. I did not. I have lived in Ecuador.
 23 Q. Yes, until recent--well, can you reside in Ecuador
 24 now?
 25 A. I cannot.

09:40 1 Q. And why is that?
 2 A. The circumstances do not allow for that to happen.
 3 I consider that my liberty and my life are at risk in my
 4 country at the moment because I have facilitated the truth
 5 in connection with the history of the Chevron Judgment.
 6 Q. And what country do you live in now, sir?
 7 A. I live in the United States of America.
 8 Q. Do most of the your family and friends still live
 9 in Ecuador?
 10 A. That is correct, yes.
 11 Q. What was your profession when you lived in
 12 Ecuador?
 13 A. I was a lawyer, have been a lawyer, and I have all
 14 worked as a lawyer.
 15 Q. And you had a job as a lawyer in Ecuador?
 16 A. Yes.
 17 Q. Were you able to support yourself and your family
 18 through your profession in Ecuador?
 19 A. Yes.
 20 Q. If you, sir, had kept quiet, had not facilitated
 21 the truth that you just testified to, could you have
 22 continued to support yourself and your family in Ecuador?
 23 A. That is correct, yes.
 24 Q. Are you in a position to practice your profession
 25 here in the United States of America?

09:41 1 A. I am not, not--in no way possible.
 2 Q. Do you speak any English?
 3 A. I do not, sir.
 4 Q. Mr. Guerra, I'm just going to take a few moments
 5 to review some of the facts that you say facilitated the
 6 truth coming to light in this case.
 7 Did you have a meeting with anyone in September or
 8 October 2010, at the Honey Honey restaurant in Quito?
 9 A. I did. At that time I met with Mr. Steven
 10 Donziger, with Pablo Fajardo, Luis Yanza, who represented
 11 the Plaintiffs against Chevron in Ecuador.
 12 Q. What did you say to them at that meeting?
 13 A. Specifically at that meeting, I conveyed a message
 14 from Judge Nicolas Zambrano related to the fact that he
 15 would accept for them to prepare the draft Judgment in the
 16 Chevron Case, in exchange of the sum of at least \$500,000.
 17 Q. What did they say in response to that, and who
 18 said it?
 19 A. Specifically, and mainly, Mr. Steven Donziger
 20 stated that at that time, unfortunately, they did not have
 21 the money to conduct negotiations or to provide a specific
 22 offer.
 23 Q. Did you report that back to Mr. Zambrano?
 24 A. I did, yes.
 25 Immediately, and then later on, he told me that he

09:43 1 had reached an agreement, a personal agreement, with
 2 Chevron's representatives, and that money was going to be
 3 received, but later on, after the Judgment was to be
 4 enforced.
 5 Q. Sir, you just said Chevron's representatives. Did
 6 you mean the Lago Agrio Plaintiffs' representatives?
 7 A. I am referring to the lawyers that were the
 8 attorneys of record of the Plaintiffs against Chevron.
 9 Q. Before the Lago Agrio Court issued the Judgment,
 10 did Mr. Zambrano give you a draft of it to review and
 11 comment on?
 12 A. Yes, that is correct. That is how the facts
 13 transpired.
 14 Q. And when doing this, did he tell you how he came
 15 into possession of it?
 16 A. Expressly, he indicated to me that Pablo Fajardo
 17 was the one who gave the document to him.
 18 Q. Mr. Guerra, do you know how Chevron learned of
 19 these facts that you and I just reviewed on your direct
 20 examination?
 21 A. Of course. These events I commented myself to
 22 Chevron's representatives.
 23 Q. When did you do that?
 24 A. I commented this issue to them approximately
 25 between June and July 2012.

09:45 1 Q. One last thing before I hand you over for
 2 cross-examination, Mr. Guerra.
 3 You met with the lawyers for Chevron about 53
 4 times during the period of 14 months from September 2012 to
 5 November 2013; is that right?
 6 A. That is correct, the number of meetings is correct
 7 because I have a habit of writing relevant
 8 information--including that relevant information in my
 9 personal diary.
 10 I would like to clarify the fact that those
 11 meetings were due to a number of factors, many factors,
 12 such as issues related to immigration, the situation of my
 13 children, issues that had to do with leasing of housing,
 14 looking at documents, also my provision of certain
 15 documents--well, a large number of issues and matters.
 16 Q. Has anyone choreographed your every statement for
 17 testimony?
 18 A. No, no one has done so in any way whatsoever.
 19 Q. Has anyone choreographed your every facial
 20 expression and mannerism for testimony?
 21 A. By Chevron's lawyers or the individuals that I
 22 have met with, I have never observed or seen that kind of
 23 attitude.
 24 MR. KEHOE: Mr. President, I tender the Witness
 25 for cross-examination.

09:47 1 PRESIDENT VEEDER: Thank you very much.
 2 There will now be questions from the Respondent.
 3 Before we proceed, is technically everything
 4 working? I'm asking the Respondents first.
 5 MR. BLOOM: Yes.
 6 PRESIDENT VEEDER: Thank you.
 7 MR. BLOOM: We will hand up some documents.
 8 (Pause.)
 9 PRESIDENT VEEDER: Just one further matter,
 10 Mr. Bloom, at some stage we're going to need a break for
 11 the shorthand writers, the interpreters, for the witness,
 12 for counsel, for the Tribunal. You decide when that best
 13 comes during the course of your cross-examination this
 14 morning.
 15 MR. BLOOM: Certainly. Do you want to give me an
 16 estimate as to how long you would like to go before we
 17 break? Because what I'll do is, at the end of a line of
 18 questions around that time, I'll suggest a break, and I
 19 could get some guidance.
 20 PRESIDENT VEEDER: Between an hour and a quarter
 21 and an hour and three quarters from now.
 22 MR. BLOOM: Approximately 11:00?
 23 PRESIDENT VEEDER: Yes.
 24 MR. BLOOM: Thank you.
 25 CROSS-EXAMINATION

09:50 1 BY MR. BLOOM:
 2 Q. Good morning, Mr. Guerra.
 3 A. Good morning to you, sir.
 4 Q. I would like to begin with some housekeeping
 5 matters. We have provided you with two binders. You now
 6 have two binders in front of you?
 7 A. Yes, I do. You're referring to the ones that I'm
 8 touching right now; right?
 9 Q. That is correct.
 10 The bigger binder--
 11 (Overlapping interpretation.)
 12 Q. The bigger binder should have a series of
 13 statements that you have made. I'd like to walk briefly
 14 with you through that binder so that you understand what is
 15 there in the event you want to refer to it. Do you
 16 understand?
 17 A. Yes, I do. I understand.
 18 Q. At Tab 1 reflects a May 6, 2012, telephone
 19 discussion that you had with an unidentified representative
 20 of Chevron. Feel free to take a look at Tab 1, but can you
 21 confirm that that meeting or that conversation was, in
 22 fact, recorded and that the transcript is at Tab 1?
 23 A. Yes, sir, I'm looking at it.
 24 Q. Very well.
 25 And then at Tab 2 should be the transcript of a

09:51 1 May 24, 2012, telephone discussion you had with Chevron's
 2 unidentified representative.
 3 Do you recall having a conversation with this
 4 representative?
 5 A. Yes, I do. I remember.
 6 Q. And Tab 2 is a transcript of this conversation, is
 7 it not?
 8 A. Yes, sir, that is correct.
 9 MR. BLOOM: For the record, Tab 1 is R-1214; Tab 2
 10 is R-1334.
 11 BY MR. BLOOM:
 12 Q. And then, sir, on May 29, 2012, you had three
 13 additional telephone calls with this same identified agent.
 14 Do you recall that?
 15 A. Yes, I do remember this. I remember having talked
 16 to him personally and telephonically with Chevron's
 17 representatives and with the individuals that you've
 18 identified as unidentified.
 19 Q. Very well. Thank you.
 20 And if you can take a look at the documents behind
 21 Tabs 3, 4, and 5 which are marked as exhibits in this
 22 arbitration as R-1335, R-1336, and R-1337, and if you can
 23 confirm that these are transcripts of these conversations
 24 that you just testified that you recall?
 25 A. Yes, I remember this. That's correct.

09:53 1 Q. And then on June 4th, 2012, you had three more
 2 telephone calls with the same individual. Do you recall
 3 that?
 4 A. Are you referring to which document? Where is it?
 5 What's the tab number?
 6 Q. If you refer to Tabs 6, 7, and 8, which, for the
 7 record are exhibits in this arbitration at 1338, 1341, and
 8 1342, for these transcripts of conversations that you had
 9 with the same unidentified Chevron representative.
 10 A. Yes, sir, that's correct, I remember.
 11 Q. And then on June 5, you had two more telephone
 12 conversations, this time with an attorney from Chevron
 13 named Andres Rivero and a Chevron investigator named Yohir
 14 Akerman. Those transcripts should be behind Tabs 9 and 10
 15 which are exhibits in this arbitration as R-1343 and
 16 R-1344.
 17 Can you confirm that those are transcripts of your
 18 conversations on June 5?
 19 A. Yes, sir, they are.
 20 Q. And then behind Tab 11 is Exhibit R-1213, which is
 21 a transcript of a June 25, 2012, interview that you had
 22 with the same Chevron attorney, Mr. Rivero. Do you recall
 23 that conversation, and can you confirm that that Transcript
 24 is at Tab 11?
 25 A. Yes, sir. I'm looking at it, and I recognize it.

09:55 1 MR. BLOOM: And, for the record, that exhibit is
 2 R-1213.
 3 BY MR. BLOOM:
 4 Q. And then, sir, you had a further interview with
 5 Mr. Rivero and Mr. Akerman on July 13, 2012. I believe you
 6 will find that Transcript behind Tab Number 12, which is
 7 Exhibit 1345. Can you confirm that, please?
 8 A. Yes, sir, that is correct.
 9 Q. And you recall that conversation as well?
 10 A. In general terms I do, but details--well, I would
 11 have to read it.
 12 Q. I understand.
 13 And then if you look behind Tab 13 is our Exhibit
 14 R-1346 which should reflect a July 31, 2012 interview by
 15 Mr. Rivero and Mr. Akerman. Could you take a moment and
 16 confirm that that document is, in fact, a transcript of
 17 that conversation?
 18 A. Yes, sir, that is correct.
 19 Q. And then behind Tab 14 we have Claimants'
 20 Exhibit 1616a, and this is a declaration you were just
 21 asked about in direct examination. It's your Declaration
 22 of November 17, 2012, on Chevron's behalf filed both in the
 23 New York Action and in this arbitration. Can you confirm
 24 that that is your Declaration?
 25 A. Yes, sir, it is.

09:57 1 Q. And then if I may take you to Tab 15, which for
 2 the record is Claimants' Exhibit 1648. Am I correct, sir,
 3 that the document at Tab 15 is a supplemental Declaration
 4 dated January 13, 2013, that you signed?
 5 A. You are correct, sir. I did sign that document.
 6 Q. Thank you, sir.
 7 And then if you can take a look behind
 8 exhibit--I'm sorry, behind Tab 16, which is R-1331, and can
 9 you confirm that this is a second supplemental Declaration,
 10 this one dated April 11, 2013, signed by you?
 11 A. Yes. That statement was signed by myself.
 12 Q. And then you offered a witness statement on
 13 October 9, 2013, that you provided to Chevron's counsel for
 14 Chevron to submit in the New York Action. That document
 15 should be behind Tab 17. It is marked as Claimants'
 16 Exhibit 2358. Can you please confirm that that is the
 17 Witness Statement that was submitted to the New York
 18 Action?
 19 A. Yes, sir, that is correct.
 20 Q. And then do you recall being deposed by counsel
 21 for the Lago Agrio Plaintiffs for that New York Action on
 22 May 2, 2013?
 23 A. Yes, I do remember.
 24 Q. And you were under oath that day, were you not?
 25 A. Yes.

09:59 1 Q. You swore to tell the truth?
 2 A. Yes.
 3 Q. And you have never objected to the accuracy of the
 4 Transcript of that deposition, have you?
 5 A. Would you repeat your question?
 6 THE INTERPRETER: Would you please repeat your
 7 question, says the Witness?
 8 BY MR. BLOOM:
 9 Q. Certainly. The official Transcript is behind
 10 Tab 18 at R-906. Under the U.S. Rules of Evidence, a
 11 witness who has been deposed has an opportunity to correct
 12 mistakes in a deposition Transcript.
 13 Did you ever seek to correct mistakes made in the
 14 deposition Transcript that is at Tab 18?
 15 A. No, unfortunately, I do not speak English. When I
 16 read documents sometimes in connections with depositions
 17 and answers to questions, I did notice that there was some
 18 difference in the way that I said the things as to what was
 19 transcribed after the interpretation or translation, but I
 20 have not done what you have suggested--I did not do what
 21 you said I could have done.
 22 Q. At that deposition, you were represented by
 23 counsel, were you not?
 24 A. Yes.
 25 Q. And are you aware of any corrections made to the

10:01 1 Transcript by your counsel on your behalf?
 2 A. I am not aware of any.
 3 Q. And then let me represent to you, sir, that
 4 Tab 19, which has been marked as Claimants' Exhibit 1978,
 5 is a transcript of your testimony in the New York Action
 6 from October 23 to October 25.
 7 Let me ask you, sir, do you recall testifying in
 8 the New York Action?
 9 A. I do remember, yes, offering my testimony under
 10 oath for the RICO Case as stated in the document at Tab 19
 11 identified as C-1978.
 12 Q. And then finally, sir, at Tab 20, which has been
 13 marked as Respondent's Exhibit 907 is a transcript of a
 14 deposition by you by one of my colleagues on
 15 November 5, 2013, in New York.
 16 Do you recall being deposed for purposes of these
 17 arbitral proceedings?
 18 A. Yes, sir, I do remember that.
 19 Q. And you provided testimony that day also under
 20 oath, did you not?
 21 A. That is correct.
 22 Q. And again, your answers were recorded by a Court
 23 Reporter; correct?
 24 A. Yes.
 25 Q. And would you confirm for me that neither you nor

10:03 1 your counsel sought to correct any errors in the
 2 Transcript?
 3 A. I cannot give you any certainty whether the
 4 counsel did anything in that regard, but I can tell you
 5 that, in general, at the end of my deposition, be it
 6 Mr. Clayman, the counsel or any other attorney with Gibson
 7 Dunn, the representing law firm, I was asked to clarify
 8 certain answers that I had offered given certain questions.
 9 Q. And you availed yourself of that opportunity and
 10 clarified, did you not?
 11 A. That is correct, yes.
 12 COURT REPORTER: Can you repeat that?
 13 THE WITNESS: That is correct. I did so. I
 14 answered the questions that were meant to clarify the
 15 Transcript.
 16 BY MR. BLOOM:
 17 Q. And so that the Record is clear, after that
 18 deposition, you never sought to correct the Transcript;
 19 isn't that correct?
 20 A. Honestly, I don't know what you are referring to.
 21 But it's true, I have not participated in any act to
 22 correct the contents of the translations.
 23 Q. Now, I provided you this binder for your reference
 24 in the event you needed it during the course of your
 25 examination. As I have said to other witnesses, this is

10:06 1 not a memory test so, if you need those documents, please
 2 let me know, okay?
 3 A. I will do so.
 4 Q. So, now, I want to discuss your relationship with
 5 Chevron's legal representatives. As you were asked in
 6 direct exam by Mr. Kehoe, you, in fact, met with lawyers
 7 from Chevron on 53 occasions during the 14-month period of
 8 September 2012 through November 5, 2013; isn't that
 9 correct?
 10 A. I should tell you that there is a mismatch in
 11 connection with the time--I don't know if it is my mistake
 12 or a mistake in the interpretation. I was referring to the
 13 meetings that I had starting in November 2012 to
 14 November--yes, 2013, yes. 2013.
 15 Q. But to be clear, it began in November 2012 rather
 16 than September 2012?
 17 A. That is correct.
 18 Q. Sir, over that 12-month period, you had 53
 19 meetings, and am I correct that your meetings generally
 20 lasted on each occasion from four to six hours?
 21 A. Not exactly.
 22 I should tell you that, out of the 53 meetings,
 23 most of them were the meetings that I held with them
 24 initially in Chicago, later on in New York, then in Miami
 25 because of migration issues and I had endless meetings that

10:08 1 sometimes dealt with reviewing documents or submitting
 2 documents to the migration attorneys, signing documents
 3 that had to do with the asylum process. Also, I visited
 4 the migration offices in Florida, and I had several
 5 processes like these, so it is not accurate for me to say
 6 that these meetings lasted as long as for as hours, as you
 7 are saying.
 8 Q. Sir--and I understand that you don't speak English
 9 so, I will be asking the Court Reporter to translate some
 10 of your prior deposition testimony, but I want to confirm
 11 again that at both of your depositions you swore to tell
 12 the truth, the whole truth, nothing but the truth; isn't
 13 that correct?
 14 A. That is correct.
 15 Q. And I will represent that at Page--at Tab 19 in
 16 that deposition of October 24, 2013, Page 1049, Line 24,
 17 you were asked: "When you come for three or four days a
 18 week, do you meet with the Gibson Dunn attorneys?"
 19 Your answer was: "Yes."
 20 "For how many hours a day?"
 21 Your answer was: "Between four and six hours a
 22 day."
 23 That was your testimony on October 24, 2013.
 24 Do you dispute your prior testimony?
 25 A. At no time am I saying that the content of that

10:11 1 answer is not the truth. But, the question you are
 2 referring to specifically refers to my meetings with Gibson
 3 Dunn lawyers to prepare depositions, statements, or any
 4 interventions that I needed to have before U.S.
 5 authorities.
 6 There are some other sorts of meetings that I also
 7 had with Gibson Dunn lawyers, and they were never intended
 8 for that, so my answer is correct, sir.
 9 Q. Could you identify the names of the lawyers from
 10 the law firm of Gibson Dunn with whom you met?
 11 A. Yes. I basically held meetings with
 12 Mr. Randy Mastro, Mr. Avi Weitzman as representatives of
 13 Gibson. I only met with them or mainly with them, there
 14 were others but the last names were sort of difficult to
 15 remember for me, so I wouldn't be able to tell you the
 16 names--the last names--are English names.
 17 Q. Were there members of the King & Spalding legal
 18 team?
 19 MR. KEHOE: I have an objection. The line of
 20 questioning began with the meetings over a period of 14
 21 months. Now the Witness is being asked questions about
 22 meetings over three months and now he's being asked
 23 questions about meetings with King & Spalding. I would
 24 just request that counsel be more specific when he's asking
 25 about particular time frames and particular meetings

10:13 1 because it's confusing to me, so it must be confusing to
 2 the Witness.
 3 MR. BLOOM: I will clarify.
 4 BY MR. BLOOM:
 5 Q. At any time, can you tell me what lawyers from
 6 Gibson--sorry, from King & Spalding you had met with?
 7 A. For the purposes of preparing for this commitment,
 8 for this testimony, I met with King & Spalding lawyers, in
 9 March and April. Their names are Ed Kehoe and Caline
 10 Mouawad. They are the ones that I met with mainly. These
 11 meetings, to clarify, have taken place approximately in
 12 March six times, in April two or three times.
 13 PRESIDENT VEEDER: Excuse me for intervening, you
 14 said March and April. Of what year?
 15 THE WITNESS: Yes, thank you, Mr. President. I
 16 said last March and April, so I'm referring to the current
 17 year 2015.
 18 BY MR. BLOOM:
 19 Q. Did you ever meet with King & Spalding lawyers for
 20 any purpose before March of 2015?
 21 A. No. No, I did not--I did not meet with King &
 22 Spalding lawyers before these dates, but I should explain,
 23 clarify that at some point when I held meetings with Gibson
 24 Dunn lawyers, the lawyers that I just mentioned from King &
 25 Spalding used to be--used to also attend those meetings,

10:15 1 but at no time did they talk to me on a personal or
 2 professional basis.
 3 Q. Just so that I'm clear, I believe what you're
 4 saying is that, during at least some of the 53 meetings
 5 that you had with the Gibson Dunn lawyers, King & Spalding
 6 lawyers were present; is that accurate?
 7 A. Yes, sir, that is correct.
 8 Q. You've testified that you had 53 meetings with
 9 Chevron's lawyers from November 2012 to November 2013. Can
 10 you tell us how many meetings you've had with Chevron's
 11 lawyers since November 2013?
 12 A. I do not have the specific information regarding
 13 your question, but in general terms, I counted 53 meetings
 14 total with the participation of migration lawyers, my
 15 personal lawyer, Mr. Clayman and some other people.
 16 Q. Fifty-three times over what time period?
 17 A. You said it a couple of minutes ago:
 18 November 2012 to November 2013.
 19 Q. It was a miscommunication. What I'm now asking
 20 you is: How many meetings have you had with Chevron's
 21 attorneys since November 5, 2013?
 22 A. If you allow me to tell you that immediately after
 23 the deposition in the RICO Case--
 24 THE INTERPRETER: I was just waiting for him.
 25 PRESIDENT VEEDER: If you could restart your

10:18 1 answer because we lost the interpretation.
 2 THE WITNESS: Would you please repeat your
 3 question?
 4 BY MR. BLOOM:
 5 Q. On how many occasions have you met with Chevron's
 6 attorneys since November 5, 2013?
 7 A. Up to when, sir? Can you please specify the date
 8 between after November 5th and until when?
 9 Q. Until today.
 10 A. Based on my recollection, I did not have any other
 11 meetings.
 12 After my commitment to testify in New York before
 13 Judge Kaplan, after that, I did not have any meetings with
 14 Gibson Dunn lawyers. The ones immediately following were
 15 King & Spalding lawyers as I just mentioned.
 16 Q. You testified on direct that you have a habit of
 17 writing down relevant information, including of meetings.
 18 Are you still writing down the dates of meetings that you
 19 have with attorneys?
 20 A. Yes, I usually do that.
 21 Q. Now, you previously recognized, sir, that some of
 22 your statements found in that binder that we just went
 23 through have not always been consistent. Would you agree
 24 with me that your statements have not always been
 25 consistent?

10:20 1 A. The statements--are you referring to the
 2 discussions I've had with Chevron representatives, or are
 3 you referring to my sworn statement?
 4 Q. We went through 20 statements. Some were recorded
 5 conversations with Chevron, some were deposition
 6 transcripts, some were declarations, some were trial
 7 transcripts. Is it your statement today that your
 8 statements regarding the Lago Agrio Case have always been
 9 consistent, that you have always told the same story the
 10 same way every time?
 11 A. The specific answer to your question is yes. And
 12 if the Tribunal allows me, I would like to elaborate.
 13 Certainly, the recorded conversations that I had
 14 initially with Chevron representatives include some
 15 inconsistencies, some discrepancies, but in the sworn
 16 statements that I signed myself or ratified or
 17 authenticated myself with my signature, those statements do
 18 not include them any discrepancies or inconsistencies.
 19 Q. As a prefatory matter and to be clear, you do not
 20 claim to have had any involvement at all in the Court of
 21 Appeals Decision in respect to the Lago Agrio Case; isn't
 22 that correct?
 23 A. Yes, sir.
 24 Q. And you had no knowledge about the Court of
 25 Appeals Decision-making process--isn't that

10:22 1 correct?--specifically as it relates to the Lago Agrio
 2 Case.
 3 A. Would you please restate your question, to better
 4 understand it.
 5 Q. I think your prior answer was sufficient.
 6 Nor have you ever claimed to have had any
 7 involvement at all in the National Court's Decision; is
 8 that correct?
 9 A. Of course, that is correct.
 10 Q. In fact, you were in the United States at the time
 11 that Decision was issued; right? In November of 2013?
 12 A. Yes, I was already in the United States.
 13 Q. And with respect to the underlying Lago Agrio
 14 Case, am I correct that you understood that Chevron had
 15 tried for years to slow down those proceedings?
 16 A. I did have that understanding, and that was also
 17 an understanding that was shared by the Plaintiffs.
 18 Q. The Claimants recognized that they were trying to
 19 slow down the Lago Agrio proceedings?
 20 A. In the opinion of the Plaintiffs Chevron was
 21 trying to extend the Lago Agrio process--proceeding. The
 22 intention of the Plaintiffs was to continue with it in a
 23 streamline fashion.
 24 Q. When you refer to the word "Claimants," whom are
 25 you referring to? And I ask this, sir, so that you

10:25 1 understand, for purposes of this arbitration, Chevron and
 2 Texaco Petroleum are the Claimants, and it may be when you
 3 are referring to "Claimants" that you are referring to
 4 Chevron in this arbitration or you may be referring to--
 5 (Pause.)
 6 Q. --you may be referring to Chevron in this
 7 proceeding or to the Plaintiffs in the Lago Agrio Case.
 8 So, I need to know--rather than use the word
 9 "Claimants," if you could be a little bit more specific.
 10 So let me ask it this way: It was your
 11 understanding that Chevron was trying to delay the
 12 adjudication of the Lago Agrio Case; isn't that correct?
 13 A. If you allow me, and to clarify this question,
 14 when we are referring to Lago Agrio, I am referring to
 15 Plaintiffs, and that those represented by Mr. Yanza,
 16 Donziger, and Fajardo. And yes, in the opinion of both Mr.
 17 Zambrano, at that time, as well as the Plaintiffs
 18 represented by Mr. Fajardo and others, in their opinion,
 19 Chevron was delaying, slowing down or was intending to slow
 20 down that proceeding.
 21 Q. And you agreed with the opinion that Chevron was
 22 trying to slow down those proceedings; isn't that correct?
 23 A. I shared the view and the intention of the
 24 Plaintiffs represented by Fajardo and others, and clearly I
 25 had the same opinion.

10:27 1 Q. And you believed that Chevron was trying to
 2 generate as many legal issues as possible to help it
 3 justify the existence of fundamental errors; correct?
 4 A. Under Ecuadorian law, those are essential errors,
 5 and I did share that opinion, yes.
 6 Q. And when you spoke with Chevron's representatives
 7 in your very first meeting in June of 2012, you, in fact,
 8 told them that Chevron was playing games in the Lago Agrio
 9 Case, did you not?
 10 A. I told them what is stated in the recording. I do
 11 not remember saying "playing games." I don't remember
 12 saying that.
 13 Q. You said: "The attorneys from Chevron would bitch
 14 over everything, right? We call it 'generating incidents.'
 15 They generated incidents about everything. They liked
 16 nothing. Approved nothing. If there were two lines in a
 17 court order containing ten lines--damn! They would say,
 18 'we agree with half of this line and half of the other,
 19 what it says. As for the rest, we oppose it because of
 20 this, that, and the other.' Meaning, they created
 21 incidents, but the whole issue was aimed at delaying.
 22 Damn! I hope that, because of them, the trial will be
 23 delayed 100 years. First point. And second point,
 24 obviously, they were very interested in generating
 25 incidents which, which would definitely cause the

10:29 1 justification, from their point of view, of the existence
 2 of fundamental errors, right?"
 3 That was your opinion in June of 2012, sir, was it
 4 not?
 5 A. Id you allow me, upon reading the document, that
 6 confirms my earlier position in the sense that the
 7 translation is not exactly exactas expressed in
 8 Spanish--when, for example, you are saying fundamental
 9 errors, I was saying that they are essential errors. Well,
 10 but in any case, if you allow me, that confirms that indeed
 11 I was informed of the daily process, precisely because to
 12 be able to draft the rulings, the Court orders in the
 13 Chevron case as asked by Mr. Zambrano, I needed to have the
 14 statements by the Parties on a weekly basis or whenever it
 15 was necessary to make an order statement.
 16 So, because of this I was--that statement of mine
 17 indeed is an appraisal, a position of mine because I
 18 noticed that, that specific conduct by Chevron, just as I
 19 also noticed the conduct to speed up the proceeding by the
 20 representatives of the Plaintiffs against Chevron.
 21 Q. Sir, my question was: That was your opinion in
 22 June 2012? Is the answer yes, that was your opinion in
 23 June 2012?
 24 A. That is what I stated, and that was my opinion.
 25 Q. And I'm going to ask you, sir, to listen very

10:32 1 carefully to my questions and to answer only my questions.
 2 Your counsel will have an opportunity to ask you questions
 3 on redirect.
 4 Now, you also advised Chevron's representatives
 5 that "the administration never influenced the process";
 6 isn't that correct?
 7 A. Yes.
 8 Q. In fact, you also said that they never butted in.
 9 Your quote was, "during this whole time, the administration
 10 never butted in." That was your statement to Chevron's
 11 representatives; is that correct?
 12 A. That is correct. But that is my position. My
 13 position is that the Government did not intervene.
 14 Q. And you also stated that the Government never
 15 sought to influence the process "during this whole time."
 16 That was what you told Chevron; correct?
 17 A. Yes.
 18 Q. You also called the administration "idiots." You
 19 said: "These guys are idiots, but the truth, the truth, I
 20 attest, damn, they never got involved." That was also your
 21 position and your understanding; correct?
 22 A. Yes, that is the way in which I understood things.
 23 Q. Now, you also said that there was a time, a long
 24 time ago, that a prior Attorney General of Ecuador spoke to
 25 you and thought that, if anything, the case should be shut

10:34 1 down. So, that wasn't on behalf of the Plaintiffs;
 2 correct?
 3 MR. KEHOE: Objection. That's a confusing
 4 question. I don't understand it at all.
 5 MR. BLOOM: I would like to see if the Witness
 6 understands it.
 7 MR. KEHOE: Okay.
 8 THE WITNESS: Yes, I also talked about that
 9 specific matter. I was talking about the Attorney General
 10 of the State when I was the Presiding Judge of the Court of
 11 Justice; and, consequently, I was the first judge in the
 12 Chevron Case.
 13 BY MR. BLOOM:
 14 Q. So, no one in the administration, to your
 15 knowledge, ever sought to intervene on behalf of the
 16 Plaintiffs, but there was a single phone call back in about
 17 2003 suggesting that maybe you dismiss the case on behalf
 18 of Chevron; is that correct?
 19 A. Yes.
 20 Q. Before we get too specific as it relates to the
 21 general allegations that are contained in your Declaration,
 22 I want to address some general matters first about your
 23 testimony regarding the Lago Agrio Case. Is that okay?
 24 A. Yes, please.
 25 Repeat your question or your statement.

10:36 1 Q. Am I correct, sir, that it is your testimony that
 2 Judge Zambrano allowed the Lago Agrio Plaintiffs to draft
 3 the Lago Agrio Judgment?
 4 A. You are entirely correct.
 5 Q. Would you also agree with me, however, that the
 6 early drafts of the Lago Agrio Judgment have been found on
 7 Judge Zambrano's computer? You don't disagree with that,
 8 do you?
 9 A. According to press releases, I know that those
 10 documents, those drafts, were found in the computer that
 11 Judge Zambrano used at the Court of Justice, not in his
 12 personal computer.
 13 Q. And would you also agree with me, sir, that no
 14 draft of the Judgment has ever been found on your computer?
 15 A. Yes, that is correct.
 16 Q. And you have not provided any hard-copy draft of
 17 the Judgment to Chevron or to this Tribunal?
 18 A. That is correct.
 19 Q. And you also have nothing in writing from Judge
 20 Zambrano--no e-mail, no correspondence, no notes--in which
 21 he tells you that someone other than Judge Zambrano himself
 22 drafted the Judgment?
 23 A. A specific document in that regard certainly does
 24 not exist, but in that context, there are other pieces of
 25 evidence, other indicia that lead us to that conclusion in

10:38 1 connection with who, indeed, in truth wrote that judgment.
 2 Q. And, sir, we will deal with those other pieces of
 3 evidence I think you're referring to during the course of
 4 this examination. But what I was simply asking here is you
 5 have nothing from Judge Zambrano himself, whether it's by
 6 e-mail or by written correspondence, indicating that he was
 7 letting someone else write the Sentencia; am I correct on
 8 that?
 9 A. Yes. As far as I know, there isn't.
 10 Q. And nor do you have any written communication from
 11 the Plaintiffs, from Mr. Donziger, from Mr. Fajardo,
 12 whether by e-mail, whether by handwritten notes of any
 13 kind, indicating that the Plaintiffs had written or
 14 intended to draft any part of the Judgment?
 15 A. I know that those pieces of evidence do not exist.
 16 Q. Nor do you have any recorded conversations with
 17 anybody--Judge Zambrano, Mr. Donziger, Mr. Fajardo, or any
 18 of Plaintiffs' counsel--suggesting that the Plaintiffs and
 19 Zambrano reached an agreement to let the Plaintiffs write
 20 the Sentencia?
 21 A. In that regard, I don't have any recording, but I
 22 do have a real personal memory that Mr. Zambrano did say
 23 that to me.
 24 Q. I understand, and we'll talk about your
 25 recollections. Again, I'm going to ask you to listen to

10:40 1 the questions. That question was limited to recorded
 2 conversations.
 3 A. Yes, there are no recorded conversations in my
 4 possession in that regard.
 5 Q. Do you have any documentary evidence showing that
 6 Judge Zambrano ever received even a single dollar from
 7 Plaintiffs' counsel?
 8 A. I do not, sir. No.
 9 Q. At no time--in 2009, 2010, 2011 or after--at no
 10 time, do you have any evidence of any payment to Judge
 11 Zambrano from Plaintiffs; correct?
 12 A. I do not have any document, no.
 13 Q. And while you say that you edited the draft
 14 Sentencia, there is no electronic evidence that shows that
 15 you actually edited the Lago Agrio Judgment, is there?
 16 A. There isn't, because precisely the forensic
 17 analysis of the computer that I worked on was not
 18 conducted.
 19 Q. And you haven't produced any handwritten edits
 20 made by you to a draft of the Lago Agrio Judgment; am I
 21 correct?
 22 A. Yes, sir.
 23 Q. Okay. Now, may we turn to your allegation that
 24 Judge Zambrano paid you money to help him while he was a
 25 judge. Could we just turn to that subject?

10:42 1 In your November 17th, 2012, Declaration--and if
 2 you need to look at it, it is at Tab 14 at Paragraph 7, but
 3 I will read it for you and have the Court Reporter or Court
 4 Interpreter translate.
 5 You say--and let me give you a moment to look at
 6 it. And again, sir, it's Tab 14, Paragraph 7.
 7 A. The document you are making reference to is in
 8 English. If we could have a copy in Spanish.
 9 Q. There should be a Spanish version for you. Can
 10 you confirm that, sir?
 11 MR. BLOOM: May we approach the Witness?
 12 PRESIDENT VEEDER: Of course you may. And I think
 13 he may need a permanent helper.
 14 It is, in fact, in the Claimants' bundle. It's
 15 the first document in the Direct-Examination Bundle. If
 16 that could be found for him, we could move on. But I can't
 17 see the Spanish in the Respondent's bundle. It seems to be
 18 missing.
 19 You mean it was there? I will look again. I'm
 20 sorry.
 21 (Comments off microphone.)
 22 BY MR. BLOOM:
 23 Q. Sir, you said: "After he was appointed judge of
 24 the Sucumbíos Court, Mr. Zambrano and I reached a financial
 25 agreement in which I would help him by writing writs and

10:46 1 BY MR. BLOOM:
 2 Q. When you were first interviewed by Chevron in
 3 June 2012, you said \$1,500 to \$2,000 a month; isn't that
 4 right?
 5 A. Yes, that is how I stated it.
 6 Q. And you were specifically asked in the New York
 7 trial about your representation that Judge Zambrano paid
 8 you 1,500 to \$2,000 a month, were you not?
 9 A. Yes, I remember that they did that.
 10 Q. And you acknowledged then, and I will quote: "I
 11 did tell them," meaning Chevron's representatives, "some
 12 exaggerated things because it was my intention or for the
 13 purpose of bettering or improving my position." That was
 14 your testimony under oath, was it not?
 15 A. Yes, sir, you are correct.
 16 Q. And can you confirm for me that when you said "I
 17 did tell them some exaggerated things," you were referring
 18 to Chevron; correct?
 19 A. Yes. Chevron's representatives.
 20 Q. You knew your statement to them was an
 21 exaggeration?
 22 A. Of course. I stated this at some point in time
 23 and I ratify it today. I did not know them. I did not
 24 trust them. I was trying to improve my position vis-à-vis
 25 a forward-looking negotiation, so I, in some cases,

10:45 1 rulings which Mr. Zambrano had to issue as judge in civil
 2 cases assigned to him randomly, in exchange for
 3 compensation, a payment 1,000 U.S. dollars per month
 4 approximately, for this work. At that time I was dealing
 5 with financial hardships after having been dismissed,
 6 unjustifiably, from the Sucumbíos Court of Justice, and for
 7 this reason I agreed to this arrangement."
 8 Now, sir, to be clear, you did not always contend
 9 that you received \$1,000 every month, did you?
 10 A. I'm stating that that was the content of the
 11 agreement, and I am indicating that the commitment on my
 12 part was to write the rulings for him and to receive from
 13 him \$1,000 a month on a permanent basis.
 14 THE INTERPRETER: Mr. Bloom, this is the
 15 interpreter speaking. When you are referring to the
 16 paragraph, please indicate where you're reading, what line
 17 or--it's difficult for me to find it otherwise.
 18 Thank you.
 19 PRESIDENT VEEDER: Mr. Bloom, just be careful,
 20 because as you read it and as the statement says, it's
 21 "\$1,000 per month, approximately."
 22 MR. BLOOM: I said that.
 23 PRESIDENT VEEDER: The first time you did, not the
 24 second.
 25 MR. BLOOM: Oh, okay.

10:48 1 exaggerated--possibly I lied in other cases--but that is
 2 how the events transpired.
 3 Q. You lied because you thought it would be to your
 4 advantage to lie; correct?
 5 A. I sought to be in a more important position after
 6 an agreement was reached with Mr. Zambrano.
 7 Q. Is it true, sir, that you have said a number of
 8 things in this case that have not been true or that have
 9 been exaggerations because you believed it was to your
 10 advantage to do so?
 11 A. Look, if you allow me, perhaps it's a genetic
 12 thing in human beings or perhaps amongst Ecuadorians to try
 13 to present a better image than what we really are vis-à-vis
 14 individuals that we're just meeting for the first time.
 15 And all the more so if they have the possibility of helping
 16 us at some point in time or benefit us in some way.
 17 Q. You say that this arrangement between Judge
 18 Zambrano and you started after he was appointed judge of
 19 the Sucumbios Court. That was when?
 20 A. He was appointed judge of the Court in August
 21 2008.
 22 Q. And this arrangement continued until when?
 23 A. Until the end of February 2012, when Judge
 24 Zambrano was dismissed from his function.
 25 Q. So, it lasted approximately three-and-a-half

10:50 1 years?
 2 A. That is correct, yes.
 3 Q. And if my math is correct, about 42 months?
 4 A. Forty to 42 months, yes.
 5 Q. Do you have evidence of 42 payments?
 6 A. I do not.
 7 The evidence of the payments are the ones that I
 8 have provided to Chevron. And specifically the reason for
 9 that is that, in most instances, Judge Zambrano gave me
 10 cash.
 11 Q. So, you have evidence of exactly six of the 42
 12 payments; correct?
 13 A. If you say so, possibly that's the case.
 14 Q. And exactly how many months do we have payments of
 15 exactly \$1,000 supported by the evidence that you provided
 16 to Chevron that has since been provided to the Tribunal?
 17 A. Could you please repeat the question.
 18 Q. You said that there were 42--approximately 42
 19 payments of approximately \$1,000. And my question to you,
 20 sir, is, with respect to the evidence that you have
 21 provided, how many times does that evidence support
 22 payments of \$1,000?
 23 A. As far as I can recall--as far as I can
 24 recall--there is no evidence supporting payments of exactly
 25 \$1,000, but other amounts, yes.

10:52 1 As in the specific case of February 2012, when
 2 Judge Zambrano makes a \$2,000 deposit to me.
 3 Q. So, we have a slide here that identifies the six
 4 payments. On June 24, 2011, the payment was for \$300.
 5 Would you me agree with me that that is considerably less
 6 than \$1,000?
 7 A. Yes. 300 is 300, and 1,000 is 1,000. I
 8 understand the difference perfectly well.
 9 Q. And on June 27th, 2011, there was another payment
 10 that you've identified of \$300; is that correct?
 11 A. Yes, sir.
 12 Q. And that also is significantly less than \$1,000;
 13 correct?
 14 A. Yes, sir, it is.
 15 Q. And on June 28th, 2011, you've offered evidence of
 16 a payment of \$200, which is also significantly different
 17 than \$1,000; correct?
 18 A. Yes.
 19 Q. And then on July 15, 2011, there was a payment of
 20 \$500; correct?
 21 A. Yes.
 22 Q. And you would agree with me that there are also
 23 payments or evidence of payments on October 14, 2011, and
 24 February 24, 2012, of \$500 and \$2,000 respectively;
 25 correct?

10:54 1 A. Yes, sir.
 2 Q. And if you had actually received \$1,000 or so a
 3 month for approximately 42 months you should have received
 4 approximately \$42,000 from Judge Zambrano; would you agree
 5 with me?
 6 A. Yes. It is a mathematical thing.
 7 Q. Now, let's look at these six dates again. The
 8 Lago Agrio Judgment was issued on what day?
 9 A. It was issued in February 2011.
 10 Q. And the Clarification Order was issued when?
 11 A. March of the same year.
 12 Q. So, am I correct that each and every one of these
 13 payments on the screen occurred at a time after Judge
 14 Zambrano's role in the Lago Agrio Case had already ended?
 15 A. The evidence shown on the table that I'm looking
 16 at, yes, that's correct.
 17 Q. All of these payments were made for the 12 months
 18 after the Sentencia was issued; is that correct?
 19 A. Yes.
 20 MR. BLOOM: May I suggest we take our break now?
 21 PRESIDENT VEEDER: Let's do that.
 22 We're going to take a 15-minute break so that we
 23 can all have a cup of coffee, including you. But what we
 24 do ask is you don't discuss the case with anybody until you
 25 come back before the Tribunal in 15 minutes' time. I'm

10:56 1 sure you will be looked after and a cup of coffee or a cup
 2 of tea will no doubt be welcome. But please don't discuss
 3 the case or your evidence.
 4 MR. KEHOE: President Veeder, I was remiss at the
 5 outset for not introducing Charles Clayman sitting behind
 6 me. He's Mr. Guerra's attorney.
 7 PRESIDENT VEEDER: Thank you very much. You're
 8 welcome here and, again, if you want to intervene,
 9 obviously, we'll hear your intervention at any stage.
 10 So, 15 minutes, we will come back at quarter past
 11 11:00.
 12 (Brief recess.)
 13 PRESIDENT VEEDER: Let's resume.
 14 BY MR. BLOOM:
 15 Q. Mr. Guerra, when we broke, we had this slide up
 16 that identifies the six payments allegedly provided to you
 17 by Mr. Zambrano, but this time I'd like us to take a closer
 18 look at the evidence that you and the Claimants have
 19 offered.
 20 Now, three of the pieces of evidence we have are
 21 your own handwritten notations; is that correct?
 22 A. Yes, that is correct.
 23 Q. And then other than your word, how do we know that
 24 Judge Zambrano, in fact, gave you money on these dates?
 25 A. If you allow me, for example, on February 24th,

11:16 1 2012, I remember that correctly, \$2,000, that went into the
 2 savings account that I had or have with the Pichincha Bank.
 3 This is a very old account. The deposit receipt was signed
 4 by Mr. Nicholas Zambrano, and I think that there is another
 5 one dated June 24th, 2011, those \$300 were also deposited
 6 by Mr. Nicholas Zambrano, and the deposit slip is also part
 7 of the Record.
 8 Q. Let's look at the specific notations, the first
 9 relating to the alleged payment on July 15, and here you
 10 have a notation that \$500 was received from Nicolas. This
 11 is your notation; correct?
 12 A. Yes, that is correct.
 13 Q. And I will represent--we will get to the bank
 14 records separately, but at least focusing on this document,
 15 you would want us to take your word that this \$500 came
 16 from Nicolas Zambrano; correct?
 17 A. I say that I received \$500 from Nicolas Zambrano.
 18 Q. And if we take a look at the next slide, there's a
 19 reference to having received \$2,000 from a Nicolas on
 20 February 24, 2012; is that correct?
 21 A. This is Nicolas Zambrano. I ratify that, and the
 22 date is correct, and the amount is also correct.
 23 Q. By the way, sir, do you perchance know anybody
 24 else named Nicolas?
 25 A. No.

11:19 1 Q. Isn't your son-in-law's name Nicolas?
 2 A. No, sir. My current son-in-law's name is Nick,
 3 it's not Nicolas. But, rather, Nick.
 4 Q. Well, if we look at the next slide, which
 5 references a payment of \$500, this time you say it's from
 6 Nicolas Zambrano as distinguished from Nicolas; correct?
 7 A. Yes. And what it says there, but the substance is
 8 the same. I am referring to the only Nicolas Augusto
 9 Zambrano Lozada that I know, and that was a former judge.
 10 Q. There is no e-mail thanking Mr. Zambrano, is
 11 there?
 12 A. There is no e-mail.
 13 Q. No electronic communication at all regarding these
 14 payments; correct?
 15 A. There is--it is what it is. What's there is
 16 there.
 17 Q. And you didn't tell anyone else about these
 18 payments who has vouched for you; isn't that also right?
 19 A. Back then I discussed it with Chevron's
 20 representative, and I also discussed this with my wife in
 21 particular about the income I had, and she was aware
 22 because she knew what it for and where it came from.
 23 Q. And she did not offer a witness statement to these
 24 proceedings; isn't that right?
 25 A. That is correct. She didn't do it.

11:20 1 Q. And even if there were payments from Judge
 2 Zambrano on these days, again different amounts other than
 3 the \$1,000, we don't know what the money was for based on
 4 your handwritten notations; isn't that correct?
 5 A. I am saying in my sworn statement what the cause,
 6 the grounds and the reason, and this was because of the
 7 work I was conducting for his benefit.
 8 Q. Right. So, we should relying on your word;
 9 correct?
 10 A. That is what is also shown by the facts.
 11 Q. Now, we also have bank records with respect to the
 12 three payments showing that you made deposits of \$300,
 13 \$300, and \$200 in June of 2011, again four months, five
 14 months after the Sentencia was issued.
 15 Now, these bank records do not indicate where you
 16 got the money; isn't that right?
 17 A. I understand that there is no specific information
 18 in that regard.
 19 Q. Nor do the bank records show what any of this
 20 money was for; correct?
 21 A. At one point I'd requested the bank to give me all
 22 of the information if possible, in connection with the
 23 operations of deposits and debits in the account, the
 24 moneys kept at that bank but there were in that account,
 25 but there were some problems, and they did not provide all

11:22 1 of the information.
 2 Q. And if--even if these funds had been from Judge
 3 Zambrano, based exclusively on the records you produced and
 4 which are in this record, the money could have been a loan
 5 to you; correct?
 6 A. No, not at all. Judge Nicolas Zambrano did not
 7 loan me any money, not a single penny at no time.
 8 Q. And we should take your word for that; correct?
 9 A. That is correct.
 10 Q. In fact, you considered yourself very good friends
 11 with Judge Zambrano over many years?
 12 A. We had a good relation for about ten years.
 13 Q. Now, sir, you were financially struggling in 2011,
 14 were you not?
 15 A. Back then, I as anyone else, needed some financial
 16 resources to conclude with a housing project.
 17 Q. And in 2012, you told Chevron's investigators that
 18 you had no savings; isn't that right?
 19 A. That is correct.
 20 Q. And that you could not afford airfare to the
 21 United States to visit your children who were then living
 22 in the United States?
 23 A. That is correct.
 24 Q. How much money did you have in the bank at that
 25 time? Did you have even a thousand dollars?

11:25 1 A. I do not remember.
 2 Q. In fact, according to your July 2011 bank
 3 statement, you had all of \$146 in your bank account; isn't
 4 that correct?
 5 A. If it's stated in the bank statement, it is
 6 correct.
 7 Q. Now, sir, are you aware that even Chevron's own
 8 expert, Adam Torres, concluded that your claim of receiving
 9 \$1,000 a month from Judge Zambrano, "is not entirely
 10 consistent with statements made by Guerra during prior
 11 recorded conversations"? Are you aware of that?
 12 A. No, sir, I was not aware.
 13 Q. Now, given that the February 24, 2012 payment,
 14 according to your notation, took place an entire year after
 15 Judge Zambrano's Lago Agrio Court Judgment was issued,
 16 would you agree that that alleged payment was not related
 17 to any work you allegedly did in connection with the
 18 environmental case?
 19 A. This last payment, as well as the previous one,
 20 ones to that date and also the ones after March 2011 were
 21 obviously payments made to me by Mr. Zambrano on a regular
 22 basis for the work that I conducted drafting the rulings in
 23 civil cases that he had been assigned to him through the
 24 raffle system.
 25 Q. Other than the Lago Agrio Case; correct?

11:27 1 A. Yes, the Lago Agrio Case concluded in March 2011
 2 for Judge Zambrano.
 3 Q. Just so that the record is clear, so that the
 4 payments received beginning in June of 2011 going through
 5 February of 2012 were unrelated to the Lago Agrio Case;
 6 correct?
 7 A. The payments that I received from Mr. Zambrano
 8 starting in April 2011 to February 2012 had no connection
 9 with the Chevron Case.
 10 Q. Now, sir, you say that you used to send packages
 11 to Judge Zambrano in relation to the Lago Agrio Case; isn't
 12 that correct?
 13 A. Yes, sir.
 14 Q. And in your November 17, 2012 Declaration, you
 15 stated, "another mechanism we would use, less frequently,
 16 is that Mr. Zambrano would send me the documents in freight
 17 packages on TAME airline, and I would return them in the
 18 same manner, via shipment on the same airline, TAME." And
 19 that's still your testimony; correct?
 20 A. Yes, sir.
 21 Q. Now, maybe you could help me understand something.
 22 When a party makes a submission to the Court in Sucumbios,
 23 does it file just one copy, or is a duplicate copy also
 24 provided to the Judge?
 25 A. Yes, well--when a party to a proceeding submits a

11:29 1 document or incorporates it into the case record, that
 2 document is provided to the Secretary of the Court in its
 3 original form, and in as many copies as there are parties.
 4 If there are only two parties, there might be a need to
 5 submit extra copies, so that even one of them is stamped,
 6 with what we call a certificate of filing. This
 7 documentation is provided to the Clerk so that the Clerk's
 8 Office may enter this into the record or the proceeding,
 9 and that's it. At no time does the Judge receive from the
 10 Parties to the proceeding, from the counsel, or their
 11 representatives any documents. That is done through the
 12 Clerk's Office.
 13 Q. So, how can the Judge resolve disputed issues if
 14 he doesn't receive from the Party a duplicate copy of the
 15 court submission?
 16 A. Let me explain. Immediately after the litigant
 17 submits to the Clerk's Office the corresponding document,
 18 the Clerk's Office gives the litigant submitting the
 19 document a receipt evidencing the receipt of the document.
 20 The Clerk of that case has the obligation to include in
 21 chronological order that document into the file, and then
 22 it has to number each one of the pages of the file.
 23 Once that was done, the original file is
 24 physically submitted to the Judge of the case, so that the
 25 Judge may rule as he or she deems fit, study the issue, and

11:32 1 make the decision that he or she sees fit.
 2 Q. So, the Judge actually receives the original copy
 3 when it's time for the Judge to rule on a matter?
 4 A. Correct.
 5 Q. And then the Judge is supposed to return it to the
 6 Clerk?
 7 A. Immediately thereafter, yes.
 8 Q. Does a party who wants a copy of the submission
 9 deemed official get the copy stamped by the Clerk?
 10 A. Yes.
 11 Yes, allow me please--allow me, it is necessary
 12 for me to clarify this matter.
 13 Once the Judge takes cognizance of the petition
 14 evidenced in the latest writ presented by the litigant, the
 15 Judge issues an order, the corresponding administrative
 16 order via a procedural mechanism known as a decree in
 17 Ecuador. This ruling--ruling is a general term--I'm using
 18 the term "ruling" as a general term, Providencia in
 19 Spanish, the decree specific--this Decree is used by the
 20 Judge to notify the opposing party of the contents of the
 21 document that the Judge is deciding on, and the Judge
 22 issues decisions in connection with whatever it is that the
 23 Party requested in the writ, in the documents.
 24 For example, this needs to be sent to the Ministry
 25 of Agriculture, whatever is relevant.

11:34 1 So that once the Clerk's Office notifies the
2 contents of the Decree issued by the Judge, the opposing
3 party gains knowledge of the decision by the Judge--aside
4 from becoming aware of the judge's order--and it receives
5 the original copy, so to speak, of the document submitted
6 by the other Party.
7 Q. And let me just stick with this subject just a
8 little bit longer and allow my question to be just a little
9 bit more precise.
10 How does a party prove receipt of, let's say, a
11 motion that it submits to a Court? Does it get back a copy
12 of the motion with a receipt stamp on the submission?
13 A. Yes. The Party receiving the document that has
14 been submitted by the opposing party generally receives it
15 with a certificate of submission that the Clerk's Office
16 put on the document once the document was received.
17 Q. And is that certificate of submission different
18 from the stamp that is put on the official copy?
19 A. No. Usually, everything is exactly the same.
20 Q. We have seen stamps that are circular. When
21 documents are filed before the Court, they appear to be the
22 official copy. And then we have also seen stamps that are
23 not in circles, indicating it's been received, and my
24 question is whether or not there is a significance to those
25 two different stamps. And perhaps I can show you after

11:36 1 lunch, if you have any questions.
2 A. Look, unfortunately, up until the time when I was
3 a judge in Ecuador, as far as I know, there was no
4 administratively obligatory norm, talking about within the
5 judiciary, whereby the shape of the seals was to be
6 determined to the degree that especially in the Oriente
7 Region in Ecuador, a region far away from the capital,
8 oftentimes the Clerk or the Judge took money out of his or
9 her own pocket to have a seal made. We're talking about
10 places that are not very sophisticated. We're talking
11 about ordinary seals that had a rubber base, and then the
12 handle is made of wood.
13 Later on, in the capital, in the large cities'
14 courts, the clerks used seals that were a little bit more
15 sophisticated, for example, numbering seals that were made
16 of metal, and they were quite elegant. But the judiciary
17 itself did not provide, at least to the Lago Agrio courts,
18 not even seals. Everyone there had to do as best they
19 could, but there were seals.
20 PRESIDENT VEEDER: Mr. Bloom, let's come back to
21 this after the lunch with the two examples you had in mind.
22 We saw them yesterday.
23 MR. BLOOM: I agree.
24 BY MR. BLOOM:
25 Q. Sir, coming back to the TAME shipments, you have

11:39 1 specifically testified that you sent Court documents,
2 including Court files, relevant to the Lago Agrio Case
3 through the airline carrier TAME; correct?
4 A. Yes, that is correct.
5 Q. So, I want to put on the screen the list of the
6 TAME packages that Chevron has identified in this
7 arbitration as coming from you, and I want to walk through
8 these one at a time.
9 Now, to be clear, you've identified 11 packages
10 from you directly to Judge Zambrano through TAME, and we
11 have the 11 on the screen. There were also other shipments
12 that did not go to Judge Zambrano, and we will go through
13 these too, but I believe these are the 11 that you've
14 identified that went to Judge Zambrano.
15 I would like to work from the bottom up, and
16 you'll see on the slide before you one shipment of
17 February 28, 2012.
18 And other than your word, we don't know what you
19 were sending to Judge Zambrano, whether you were sending
20 books, a postcard, a thank you for lending him money, or
21 whether you were paying him back for a loan, do we? All we
22 know is you sent him something on February 28, 2012?
23 A. On February 28, 2012, I sent him the originals or
24 a number of files with the relevant judgments.
25 What's more, at that date, for whatever reason, I

11:41 1 kept with me four or five cases that I was not able to send
2 to him because I had not finished the relevant judgments.
3 The cases I'm making reference to that I was not
4 able to send on February 28 I delivered personally in early
5 March to the Clerk of the Court at that time.
6 Q. Now, I want to be crystal clear here. This
7 shipment was made more than a year after the Sentencia was
8 issued in Lago Agrio; correct? February 28, 2012?
9 A. Correct.
10 Q. And what you were sending to Judge Zambrano had
11 nothing to do with the Lago Agrio Case; correct?
12 A. No, but it did have to do with the work he
13 performed as a judge in the civil cases.
14 Q. And the October 3, 2011, shipment had nothing to
15 do with the Lago Agrio Case; isn't that correct?
16 A. Yes, not with the Chevron Case, but yes, with the
17 court cases of Mr. Zambrano's.
18 Q. And again, I understand that you'll have an
19 opportunity when your counsel asks you questions, but I'd
20 like you to confine your answers to the questions that I'm
21 asking.
22 You would agree with me, sir, that the shipment of
23 September 27, 2011, didn't have anything to do with the
24 Lago Agrio Case; isn't that right?
25 A. Yes, sir.

11:43 1 Q. And the shipment of July 5, 2011, had nothing to
 2 do with the Lago Agrio Case; isn't that also correct?
 3 A. Yes, sir.
 4 Q. And would you agree with me that the shipment of
 5 May 30, 2011, had nothing to do with the Lago Agrio Case?
 6 A. Correct.
 7 Q. And the shipment of May 24, 2011, was postdated
 8 the Sentencia by three months also had nothing to do with
 9 the Lago Agrio Case; would you agree with me?
 10 A. Yes, sir, that is correct, I agree.
 11 Q. And on April 21, 2011, you would agree with me,
 12 sir, that that shipment also had nothing to do with the
 13 Lago Agrio Case?
 14 A. That's correct.
 15 Q. And then the March 8th, 2011, shipment similarly
 16 had nothing to do with the Lago Agrio Case; isn't that also
 17 correct?
 18 A. Yes.
 19 Q. Now, sir, as to the July 22, 2010, shipment, that
 20 was an earlier package to Judge Zambrano. Do you see that
 21 on the screen? The very first one?
 22 A. July 22, 2010. I do see it.
 23 Q. And you're not contending that that shipment had
 24 anything to do with the Lago Agrio Case, did you?
 25 A. I am not. I'm not maintaining that.

11:44 1 Q. In fact, Judge Zambrano was not the Presiding
 2 Judge of the environmental case at the time of the
 3 shipment; isn't that also right?
 4 A. Your statement is correct.
 5 Q. He first served as Presiding Judge from
 6 October 2009 to March of 2010, so this July payment came
 7 about four months after he had stopped serving his first
 8 term; you would agree with me? I'm sorry, I misspoke.
 9 He served first as Presiding Judge from
 10 October 2009 to March 2010, so this July shipment came
 11 about four months after he had stopped serving his first
 12 term, would you agree with me?
 13 A. Yes.
 14 Q. And he began serving as Presiding Judge again
 15 when? In October of 2011--I'm sorry, October 2010;
 16 correct?
 17 A. Correct.
 18 Q. So, this package was sent almost three months
 19 prior to him beginning his second term as Presiding Judge;
 20 correct?
 21 A. Yes, sir. Correct.
 22 Q. Now, Mr. Guerra, can you confirm for me that there
 23 was, however, one instance in which you offered evidence
 24 that you sent a package directly to Judge Zambrano through
 25 TAME while he served as the Presiding Judge of the

11:46 1 environmental case?
 2 A. The documents--the shipments that I made to
 3 Mr. Zambrano directly to his name or indirectly via third
 4 parties are part of the list that I believe is included in
 5 the proceedings. The list that was provided by TAME, the
 6 airline company.
 7 Q. This February 11, 2011, shipment could not have
 8 been related to the Lago Agrio Case because that was only
 9 three days before the Sentencia was issued, and you have
 10 repeatedly testified under oath that your work on the
 11 Judgment was allegedly completed a least a couple of weeks
 12 prior to then; isn't that correct?
 13 A. Yes, that is correct.
 14 Q. So, you can confirm that none of the shipments
 15 directly to Judge Zambrano for which Claimants have offered
 16 the evidence in this arbitration relate to the Lago Agrio
 17 Case specifically. Could you confirm that for me, sir?
 18 A. It seems to me, if you allow me, I would like to
 19 tell you that I think there are a couple of shipments that
 20 are--
 21 Q. I will certainly allow you to answer, but I
 22 thought you just confirmed for me one by one under oath
 23 that none of these shipments related to the Lago Agrio
 24 Case. That was your testimony over the last ten minutes,
 25 was it not?

11:48 1 PRESIDENT VEEDER: Can we just let the Witness
 2 finish his answer because I wasn't quite clear that he went
 3 as far as that.
 4 Please complete the answer that you were beginning
 5 to give.
 6 THE WITNESS: Yes.
 7 In order for me to better understand this, I'm
 8 going to ask to be shown the document that TAME sent in
 9 connection with the shipments.
 10 MR. KEHOE: It is Attachment F, like "Frank," as
 11 an attachment to the November 17, 2012, Declaration.
 12 THE WITNESS: If you allow me, according to the
 13 copy of the original document and the certification that
 14 was provided to me at the date indicated here,
 15 9 October 2012, by the Legal Directorate of TAME in the
 16 City of Quito, in the first two boxes dated
 17 November 19 2009 and November 29 2009, shipments of
 18 documents that I made of documents to Mr. Zambrano, but
 19 that, on instructions by Mr. Zambrano, I sent to Narcisca
 20 Leon, who receives them and delivers them.
 21 This one--I believe it's important that I mention
 22 shipments in particular because at those dates I sent to
 23 Mr. Zambrano documents related to rulings in connection
 24 with the Chevron Case. This item, if you allow me, is
 25 corroborated because, in the relevant rulings that I'm

11:51 1 making reference to, well, those were located in my
2 computer and are dated one day before this shipment, and
3 the rulings issued by Mr. Zambrano during the proceedings
4 were issued one or two days immediately after this date.
5 So, this confirms that I did send documents
6 related to the Chevron Case to Mr. Zambrano, all this
7 looking at it from a context, with all due respect.
8 BY MR. BLOOM:
9 Q. Sir, my question that was pending that you did not
10 answer was relative to the 11 shipments made directly to
11 Judge Zambrano. We will get to the other shipments.
12 With respect to these 11 shipments directly to
13 Judge Zambrano, you have confirmed that ten of them were
14 made after the Sentencia was issued and had nothing to do
15 with the Lago Agrio Case; isn't that correct?
16 A. Yes, sir.
17 Q. And you have testified that the July 22, 2010,
18 shipment had nothing to do with the Lago Agrio Case and
19 that Judge Zambrano was not even Presiding Judge at that
20 time; would you agree with me, sir?
21 A. Yes, that's correct.
22 Q. And you also testified that the February 11
23 shipment of 2011 also had nothing to do with the Lago Agrio
24 Case. In fact, you've testified previously that all of
25 your work as related to the case had ended weeks before;

11:53 1 isn't that also correct?
2 A. Yes, sir.
3 MR. BLOOM: And for the Tribunal's reference, at
4 our Tab 27 is where we have the TAME records.
5 BY MR. BLOOM:
6 Q. Now, Mr. Guerra, you understand that Chevron
7 claims to have found what it refers to as nine Draft Orders
8 related to the Lago Agrio Case on your computer; correct?
9 A. Yes, sir. I wrote those rulings.
10 Q. Could you turn to Tab 41 of your binder.
11 PRESIDENT VEEDER: Just help us with that number.
12 MR. BLOOM: Forty-one.
13 THE WITNESS: I cannot find that number.
14 PRESIDENT VEEDER: Just wait a minute. We're all
15 having trouble.
16 MR. KEHOE: Eric, if it helps, they're Attachments
17 Q through Y in the white binder that he has in front of him
18 as declarations.
19 MR. BLOOM: Thanks. Let's do that. That will be
20 easier.
21 BY MR. BLOOM:
22 Q. Mr. Guerra, did you hear Mr. Kehoe?
23 PRESIDENT VEEDER: Would you stay there and make
24 sure that he's looking at the right tab. Tab Q.
25 MS. BEES: Yes, he's there.

11:56 1 PRESIDENT VEEDER: Thank you very much.
2 BY MR. BLOOM:
3 Q. Sir, I'm going to ask you to read the dates of
4 these nine Orders.
5 A. Yes. The first one, if you allow me, the first
6 one is dated 20 October 2009; November 20, 2009;
7 December 1st, 2009; 7 December 2009.
8 Q. May I ask you to stop for a moment because we're
9 going to have a little bit of a difference.
10 Let me offer up as Slide 26 the issuance dates of
11 these nine Orders, and I will quickly read them into the
12 record. They're October 21, 2009; November 23, 2009;
13 November 30, 2009; December 7, 2009; December 14, 2009;
14 January 5, 2010; January 19, 2010; February 2, 2010; and
15 February 18, 2010.
16 And again so that the record is clear, these are
17 the dates of the nine Lago Agrio Orders that, according to
18 Chevron, correlate to the nine Orders found on your hard
19 drive.
20 Now, I wanted to ask you, sir, some questions back
21 to the TAME shipments.
22 The October 21, 2009, Order was issued well before
23 any of your TAME shipments to Mr. Zambrano; would you agree
24 with me?
25 A. Allow me to tell you that I didn't understand your

11:59 1 question because I am confused. The first ruling--here it
2 says 20. Let's see. The first ruling says
3 20 October 2009. That is what the contents of my computer
4 indicate. But over there it says October 21st. Perhaps
5 it's the same, but the date is different.
6 In any case, from what I understand, this document
7 was prepared in my computer on 20 October 2009 at 7:24. I
8 don't know if it was a.m. or p.m.
9 Q. My question is whether this shipment--strike that.
10 We've gone through all of the shipments directly
11 to Judge Zambrano. Again, we will get to the other
12 shipments. In fact, can we show the slide of the shipments
13 to Judge Zambrano. And you will see here the earliest
14 shipment, of which you have produced evidence for this
15 proceeding, to Judge Zambrano was July 22, 2010. That's
16 the first evidence of any shipment directed to Judge
17 Zambrano was July 22, 2010.
18 Would you agree with me, sir, that what you call a
19 "Draft Order" of October of 2009 well pre-dated your first
20 shipment directly to Judge Zambrano?
21 A. I agree.
22 Q. Now, these are the dates that the Orders were
23 actually issued. So the first shipment to Judge Zambrano
24 of which you have evidence was July of 2010. The Order of
25 October 21 was issued well before then; would you agree

12:02 1 with me?
 2 MR. KEHOE: Objection. Mischaracterizes his
 3 testimony. I didn't object previously because counsel said
 4 "directly" each time. There was no evidence of a shipment
 5 directly to Judge Zambrano. Here, he did not, and the
 6 Witness has clearly testified that he would send them
 7 indirectly through the intermediaries, and that's why I
 8 object to that question.
 9 PRESIDENT VEEDER: Mr. Bloom, can you rephrase the
 10 question?
 11 BY MR. BLOOM:
 12 Q. And, sir, when I'm talking about shipments to
 13 Judge Zambrano, I'm referring to shipments made directly to
 14 Judge Zambrano. I want you to understand that.
 15 Would you agree with me, sir, that the first
 16 shipment of which you have evidence that went to Judge
 17 Zambrano--and again, I mean directly to Judge
 18 Zambrano--happened in July 2010, some nine months after
 19 this October 21, 2009, Order was issued from the Lago Agrio
 20 Court?
 21 A. Yes, sir.
 22 Q. In fact, there are a total of six Lago Agrio
 23 Orders issued in 2009 that Chevron contends that you wrote,
 24 but I want you to confirm for me that each of these six
 25 Orders was issued well before any evidence of any shipments

12:04 1 made directly to Judge Zambrano?
 2 A. The nine Orders--rather, the nine drafts or the
 3 contents of nine rulings related to the procedural dispatch
 4 of the Chevron case that were found in my computer were
 5 drafted in my computer by myself and sent to Judge Zambrano
 6 for him to sign and send to the Parties--for him to sign
 7 and send to the Parties and serve on the parties as his
 8 own. I should say that, of the nine rulings in my computer
 9 also include three or four additional rulings that I
 10 drafted in Lago Agrio on a computer that was given to me
 11 back then by Mr. Pablo Fajardo. And if you allow me, I
 12 would like to conclude this by indicating in the first
 13 stage I sent these rulings to Mr. Zambrano through third
 14 parties because that is what he requested me.
 15 Q. Sir, do you remember my question?
 16 A. Yes, yes. You--yes. You are trying to link the
 17 time when these rulings were drafted to the time or the
 18 moment when the documents were directly sent to
 19 Mr. Zambrano, and clearly there are inconsistencies.
 20 Q. Can you answer the question I asked, if you
 21 remember it?
 22 A. I consider that I have already answered your
 23 question.
 24 Q. I asked you a timing question. I asked you
 25 whether the six Orders that were issued in 2009 pre-dated

12:06 1 any of the shipments made directly to Judge Zambrano which
 2 began in July of 2010?
 3 A. Yes, sir.
 4 Q. In fact, all nine of these Lago Agrio Orders were
 5 issued by the Court prior to the first shipment of which
 6 you have offered evidence that went directly to Judge
 7 Zambrano; isn't that also correct?
 8 A. I understand that that is the case.
 9 Q. So, none of the shipments that went directly to
 10 Judge Zambrano contained any of these nine Orders; isn't
 11 that correct?
 12 A. These Orders or most of these Orders were given
 13 personally by me to Mr. Zambrano.
 14 Q. Now, you and Chevron have identified 12 additional
 15 packages from you to people other than Judge Zambrano
 16 through TAME; isn't that also correct?
 17 A. Yes, sir.
 18 Q. And three of them went not to Lago Agrio but to
 19 Coca, which is a couple-of-hour car drive from Lago Agrio;
 20 isn't that also right?
 21 A. Some shipments were sent to Coca, but they are
 22 unrelated to Lago Agrio.
 23 Q. So, now we are down to nine TAME shipments to talk
 24 about.
 25 Now, you sent packages to Narcisa Leon, to Juan

12:08 1 Jurado, Pedro Moreira Colorado and Fernando Albán and
 2 Orlando Daza; isn't that correct?
 3 A. Yes, sir, that is correct.
 4 Q. And, sir, you have alleged that only the packages
 5 to Albán and Leon related to the Lago Agrio Case; would you
 6 agree with me?
 7 A. Yes, sir.
 8 Q. What is your relationship to Mr. Albán?
 9 A. We have been friends and colleagues for several
 10 years.
 11 Q. Are you related to him by blood or marriage
 12 afinidad?
 13 A. No, sir. If you're referring to Mr. Fernando
 14 Albán, the answer is no.
 15 Q. Do you have a professional relationship with
 16 Mr. Albán?
 17 A. Currently, I do not.
 18 Q. But in the past, you have published articles and
 19 books with him, have you not?
 20 A. Yes.
 21 Q. And you wrote, was it an article or a book (in
 22 Spanish)?
 23 A. As you said, yes.
 24 Q. And another called "Procedural reality of the
 25 Judgment's enforcement?"

12:11 1 A. Correct, yes.
 2 Q. Have you ever given any seminars or presentations
 3 with him?
 4 A. No. With Mr. Albán, we wrote the legal book. We
 5 promoted it and sold the books.
 6 Q. Did you attend with him the "Seminario de derecho
 7 procesal el penal con leyes y codigos"?
 8 A. I recall attending some seminars and courses
 9 on--the ones that were promoted by the Government, the
 10 Judiciary, the office of the Attorney General, or the
 11 Office of the Prosecutor General.
 12 Q. Now, you have exactly seven--you have documentary
 13 evidence of exactly seven TAME shipments to Mr. Albán, and
 14 you will see them on the screen. And those shipments, sir,
 15 were on what dates?
 16 A. They are dated December 22, 2010, and up to
 17 February 3rd, 2011.
 18 Q. And am I correct, therefore, that each of the Lago
 19 Agrio Orders found on your hard drive was issued by Judge
 20 Zambrano many months prior to any of these shipments to
 21 Dr. Albán?
 22 A. The Chevron Judgment was issued on
 23 February 14, 2011, and the rulings in that case or the
 24 Decrees that allowed for the continuation of the proceeding
 25 were issued around the dates stated in the rulings found in

12:17 1 ruling that I work on in the Chevron case, dated October
 2 20, 2009, in which Judge Zambrano takes over the case, this
 3 takes place, to me, October 20. From October 20, 2009 to
 4 January--18 January 2010, well, maybe four or five months
 5 went by.
 6 I'm sorry if I misunderstood you.
 7 Q. You can confirm, based on these dates, that none
 8 of the shipments to Mr. Albán had anything to do with the
 9 nine Lago Agrio Orders found on your hard drive; isn't that
 10 correct?
 11 A. I cannot confirm that, but I can tell you that I
 12 sent documentation to Mr. Albán for him to provide this
 13 information to Mr. Zambrano. And as part of that
 14 documentation, I would send Chevron Case those times when it
 15 was--when I received it, and the cases that belonged to
 16 Mr. Zambrano as a judge.
 17 Q. Is it your contention, sir, that you sent
 18 something to Mr. Albán in December of 2010 for an Order
 19 that was issued in January of 2010?
 20 A. The dates are there. I don't want you to confuse
 21 me, sir, with all due respect.
 22 Q. The first shipment directly to Mr. Albán was in
 23 December of 2010. That came close to a year after the nine
 24 Lago Agrio Orders were issued.
 25 My question to you, sir, is: Will you confirm for

12:13 1 my computer.
 2 Q. Would you agree with me, sir, that each of these
 3 shipments substantially postdated the issuance of the nine
 4 Lago Agrio Orders found on your computer?
 5 A. We would need to review one by one in connection
 6 with the shipment and the date, but I can assert and assure
 7 you that I personally handed the rulings to Judge Zambrano
 8 because for the most part, that was our tradition.
 9 Q. The first of the shipments to Mr. Albán was on
 10 December 22, 2010; correct?
 11 A. Yes, sir.
 12 Q. If we can turn back to the slide of the nine Lago
 13 Agrio Orders. Just a moment.
 14 (Pause.)
 15 Q. So, the last of the Orders that you say were found
 16 on your computer is dated February 18, 2010, and that's
 17 some ten months before your very first shipment of which
 18 you have evidence that was sent directly to Fernando Albán;
 19 would you agree with me, sir?
 20 A. Excuse me, did you say February 18, 2010?
 21 Q. Correct, was the date of the actual order.
 22 A. Yes, I have it here. It says January 18th, 2010.
 23 Q. So, that's 11 months before the first shipment
 24 directly to Mr. Albán; isn't that correct?
 25 A. It might be like that. But--if we take the first

12:19 1 us that the shipments directly to Mr. Albán did not relate
 2 to the nine Lago Agrio Orders you say were found on your
 3 hard drive?
 4 A. I should say that I cannot answer expressly
 5 because I do not remember, and I do not remember because
 6 you confuse me with the dates.
 7 Q. What are you confused about, sir? How can I help
 8 you?
 9 A. Would you please tell me one detail at a time?
 10 Please do not include several assertions in your question.
 11 Just one at a time.
 12 Q. I'm comparing two things, so if you'll forgive me,
 13 there are two details I would like to share with you, okay?
 14 The first detail is the first of the shipments to Mr. Albán
 15 was December of 2010. Do you understand that, sir?
 16 A. Yes, sir, I do understand that.
 17 Q. Are you ready for the second detail?
 18 A. Yes, sir.
 19 MR. KEHOE: Mr. Guerra, what are you looking for?
 20 THE WITNESS: I'm looking for the certification,
 21 TAME's certification.
 22 If you allow me--would you please help me find it?
 23 PRESIDENT VEEDER: Mr. Bloom, can you help him
 24 with the reference. We need to take this slowly.
 25 MR. BLOOM: It's Attachment F to the white binder.

12:21 1 THE WITNESS: This is Attachment F in the white
2 binder.
3 PRESIDENT VEEDER: Could somebody find it for the
4 Witness. It will save time.
5 MR. BLOOM: Or Tab 27 of Respondent's slides.
6 MR. KEHOE: Mr. President, would it help if we had
7 one of our attorneys sit next to Mr. Guerra and turn the
8 binders?
9 MR. BLOOM: We have no objection.
10 PRESIDENT VEEDER: It's not right for the Witness
11 to take time looking for documents.
12 So, bring up another chair.
13 MR. KEHOE: Okay.
14 PRESIDENT VEEDER: Mr. Guerra, we're going to
15 provide you with an assistant to help you find the right
16 document. It's getting a bit dangerous because these
17 bundles are very heavy.
18 MR. KEHOE: Scoot over just a little. This is
19 Elizabeth Silbert.
20 BY MR. BLOOM:
21 Q. So, Mr. Guerra, again, the two points that I would
22 like you to focus on, the two dates, are as follows: The
23 first is that the first of the TAME shipments directly to
24 Fernando Albán was December of 2010. Can you confirm that
25 now? You confirmed it earlier, but you wanted to look at

12:23 1 something right now.
2 A. December 22nd, 2010, correct.
3 Q. Then the second fact that I wanted you to focus on
4 is the last of the nine Lago Agrio Orders found in your
5 computer. We had February of 2010, you said January of
6 2010, but in either event, you would agree with me that
7 January or February of 2010 is ten or 11 months
8 before--before--your first shipment to Mr. Albán; correct?
9 A. I sent--I made the first shipment to Mr. Albán in
10 December 2010--that is clear--and this is also ratified
11 here by the document.
12 As to the rulings that you're referring to, the
13 dates are stated in the documents themselves. I cannot
14 tell you directly whether Ruling 1, 2, 3, 7 or 9 were sent
15 or not through TAME. What I can assure you is that all of
16 these documents, without any exceptions, including the ones
17 that I worked on Lago Agrio were used by Mr. Zambrano for
18 the Chevron Case.
19 Q. And, sir, you should feel free to look at the last
20 of the nine Orders found on your computer, and if you could
21 be kind enough to share with us the date of that.
22 MR. BLOOM: I think he's looking at the Claimants'
23 binder. That's why I don't know why he's using it.
24 THE WITNESS: If you allow me, would you please
25 tell me the tab in your binder?

12:26 1 MR. BLOOM: If we can take a five-minute break.
2 We're going to give out another binder that I think might
3 be helpful.
4 PRESIDENT VEEDER: Let's take a five-minute break
5 for that.
6 Again, we ask that you not discuss this case,
7 Mr. Guerra, during this five minutes away from the
8 Tribunal.
9 THE WITNESS: Yes, sir.
10 (Brief recess.)
11 PRESIDENT VEEDER: Let's resume.
12 BY MR. BLOOM:
13 Q. Sir, we just handed to you Tab 41, and I--which
14 contains the nine Lago Agrio Orders, and I wanted to ask
15 you, did you have time during this break to page through
16 those Orders to look at the dates of those Orders?
17 A. I was concerned with the first ruling that was
18 delivered by you, 21 October 2009, in connection with the
19 one that I have as the first one worked, drafted in my
20 computer.
21 Q. And there may be some confusion, sir, because the
22 ones that were prepared on your computer are in the white
23 binder provided by Chevron's counsel. The ones that are in
24 the black binder were the Orders as they were issued. So,
25 they might be different and the dates might be different.

12:38 1 But I really have only a couple of questions on this.
2 Can you tell us or can you confirm for me that the
3 last of the nine Lago Agrio Orders that correlated to your
4 so-called "Draft Orders" was, in fact, issued in February
5 of 2010?
6 A. Yes, sir, that is what is evidenced here.
7 Q. And that was approximately ten months before your
8 first shipment of which you have offered evidence directly
9 to Fernando Albán; is that correct?
10 A. Yes, sir.
11 Q. And as a result, we know that the seven shipments
12 to Albán beginning in December of 2010 had nothing to do
13 with the Lago Agrio Orders found on your computer; correct?
14 A. That is your statement, yes.
15 Q. Do you agree with my statement? I realize you
16 contend that you performed other work for Judge Zambrano,
17 but my question is very specific: Would you agree with me
18 that the seven shipments to Mr. Albán beginning in December
19 of 2010, that post-date by nearly a year the Lago Agrio
20 Orders found on your computer, can you confirm for me that
21 the shipments to Albán had nothing to do with the nine
22 Orders found on your computer?
23 A. If the dates that you're making reference to are
24 correct, yes, that is correct, your statement is correct.
25 Q. And you have never alleged that the shipments to

12:40 1 Juan Jurado had anything to do with the Lago Agrio Case;
 2 correct?
 3 A. What name did you say? Excuse me? Juan Jurado?
 4 Q. Yes.
 5 A. Yes. I maintained that the shipments sent to the
 6 City of Coca have nothing to do with the Lago Agrio Case.
 7 Q. Nor have you ever alleged that any of the
 8 shipments to Pedro Moreira had anything to do with the Lago
 9 Agrio Case; am I right?
 10 A. Pedro Moreira. I cannot identify him. If they
 11 were sent to Lago Agrio, it is possible that they had to do
 12 with the case but if they were sent to the City of El Coca,
 13 most certainly they did not have anything to do.
 14 Q. So then, among all of the shipments of which you
 15 have offered evidence, we are left with just two
 16 unaccounted for packages, both of which went to Narcisa
 17 Leon. But as before, there is no document or electronic
 18 evidence or other contemporaneous evidence confirming that
 19 the package contained--let me withdraw that.
 20 As before, there is no documentary or electronic
 21 evidence indicating what was in these packages other than
 22 what you have indicated?
 23 A. I sent documents to Ms. Narcisa Leon for them to
 24 be delivered to Judge Zambrano. And, indeed, there is no
 25 other evidence. You will understand that I was not able to

12:42 1 go to the TAME office and provide a detailed account
 2 saying, okay, I'm sending ruling for the case 2020 of A
 3 versus B. The only thing I said was documents are being
 4 sent.
 5 Q. So, there is no other evidence, is what you said?
 6 A. Yes, sir.
 7 Q. And you left the Court in 2008?
 8 A. Yes.
 9 Q. So, we don't know whether you're sending documents
 10 back to the Court that you may have had in your house now
 11 that you were no longer a judge, again, other than your
 12 testimony, other than your word; correct?
 13 A. When I left the Court--when I officially left the
 14 Court in early February 2008, I recall that I formally
 15 delivered all of the files that I had under me, and also
 16 all of the property--computers, equipment--that I had.
 17 By May 2008 and going forward, I didn't have to go
 18 back to the Court or send documents that I owed the Court.
 19 Q. Am I correct that neither Mr. Leon nor Mr. Albán
 20 has ever corroborated your allegations? No one has stepped
 21 forward with a declaration or a witness statement saying
 22 that they acted as a messenger for you and Judge Zambrano?
 23 A. I have no personal knowledge in that regard.
 24 Q. Now, you've testified--sir, you provided to
 25 Chevron all of the evidence that you had at your disposal

12:45 1 about your shipments to Judge Zambrano; am I correct? You
 2 weren't holding anything back?
 3 A. I didn't hold anything back. That documentation I
 4 obtained officially from TAME.
 5 Q. And you provided no other TAME records showing
 6 deliveries to Judge Zambrano or Mr. Albán or Narcisa Leon.
 7 You provided everything to us, did you not?
 8 A. I provided everything that TAME certified to me.
 9 Q. Sir, let's talk a little bit about your
 10 travel--changing subjects--you have also offered testimony
 11 affirming that you regularly traveled between Quito and
 12 Lago Agrio to work on the Court rulings for the
 13 environmental case; correct?
 14 A. During Mr. Zambrano's second mandate, yes.
 15 Q. And we have on the screen, and if your assistant
 16 wants to turn to Paragraph 45--I'm sorry, Paragraph 44 of
 17 his Witness Statement, that can be found at C-2358. It's
 18 Tab 17 of our binder. It's also in the Claimants' binder.
 19 We also have the relevant language on the screen.
 20 Paragraph 44.
 21 And I will just read it for the record, and then
 22 we are going to discuss this for a little bit.
 23 You wrote, and you affirmed under oath: "From
 24 that point forward, a modus operandi regarding my role as
 25 ghostwriter in the Chevron Case changed. Mr. Zambrano

12:47 1 advised me that we had to be more careful because the
 2 attorneys for Chevron will be very attentive to any
 3 irregularities. Because of that, there were times when I
 4 traveled to Lago Agrio to work on the Court rulings for the
 5 Chevron Case. I would regularly travel to Lago Agrio by
 6 bus, and less frequently by plane on TAME. True and
 7 accurate copies, certified by TAME, of TAME's records
 8 reflecting my travel between Quito and Lago Agrio from 2009
 9 through 2010 are marked as PX 1722 through PX 1726. Those
 10 records reflect, for example, that I traveled via TAME from
 11 Quito to Lago Agrio on August 4, 2010, returning to Quito
 12 on August 6, 2010; and that I again traveled from Quito to
 13 Lago Agrio on August 11, 2010, returning to Quito on
 14 August 12, 2010." And then it goes on.
 15 Now, sir, is it your testimony that you had no
 16 reason to travel to Lago Agrio during this time other than
 17 to help Judge Zambrano with the environmental case?
 18 A. What period of time are you referring to? What
 19 timeline are you referring to? Can you be more specific?
 20 Q. In your Declaration, and the time that I'm
 21 focusing on, is August of 2010, and my question to you is:
 22 Did you have any reason to travel to Quito other than the
 23 Lago Agrio Case? You had no family there?
 24 A. My wife and my children, my family used to live in
 25 Quito. When I traveled to Lago Agrio, I was doing it

12:49 1 regularly, and specifically because I was to assist
 2 Mr. Zambrano in his own cases, and specifically in the
 3 Chevron Case, this in the period of time that you're making
 4 reference to.
 5 Q. You had--okay, well, let's back up.
 6 So, during this time period, you were helping
 7 Mr. Zambrano in the Lago Agrio Case; correct?
 8 A. Yes.
 9 Q. In fact, you were a Claimant in several actions in
 10 Lago Agrio in the 2009 and 2000 (sic) timeframe; isn't that
 11 right?
 12 THE INTERPRETER: Did you say 2009 and 2010, sir?
 13 MR. BLOOM: Yes.
 14 THE WITNESS: It seems to me that as a lawyer I
 15 participated in one or two cases. Perhaps just the one.
 16 BY MR. BLOOM:
 17 Q. And you were also the subject of disciplinary
 18 actions at the time; isn't that right?
 19 A. No, sir, not at that period of time. I was no
 20 longer a judge at that time and no disciplinary action was
 21 current against me.
 22 Q. So, focusing specifically with respect to these
 23 trips, the first one is August 4. You declared that you
 24 traveled from Quito to Lago Agrio and that you returned on
 25 August 6, and you just testified that that related to work

12:51 1 on the Lago Agrio Case; am I correct?
 2 A. At that date in August 2010, between August 4 and
 3 August 6, 2010, Judge Zambrano was not the Judge of the
 4 case. So, if I traveled during those dates, it wasn't for
 5 me to provide assistance to the Chevron Case but possibly
 6 to assist him in other matters that were--that had to do
 7 with the cases that he also heard.
 8 Q. The Presiding Judge in August of 2010 was Judge
 9 Ordoñez; isn't that correct?
 10 A. Yes.
 11 Q. And Judge Zambrano did not resume the bench until
 12 sometime in October, a couple of months after this travel;
 13 isn't that also correct?
 14 A. Yes, sir, that is correct.
 15 Q. In fact, the motion to recuse Judge Ordoñez was
 16 not filed until August 26th, sometime after your
 17 August 4th travel; isn't that correct?
 18 A. Yes, sir, that is correct.
 19 Q. And also after your travel of August 11 to
 20 August 12th?
 21 A. Yes.
 22 Q. In which case neither of those trips related to
 23 the Lago Agrio Case; isn't that correct?
 24 A. Yes, sir, that's correct.
 25 Q. Do you have friends in the Lago Agrio area whom

12:53 1 you see when you--whom you would visit when you were in
 2 Lago Agrio? Do you consider Mr. Albán a friend of yours
 3 with whom you collaborated on a number of occasions?
 4 A. I considered that he was a good friend, but I am
 5 not an individual that does--goes on trips exclusively to
 6 visit friends.
 7 Q. Now, you have produced two deposit slips allegedly
 8 signed by a Ximena Centeno; correct?
 9 A. Yes, sir.
 10 Q. But you claim never to have met anybody named
 11 Ximena Centeno; isn't that also right?
 12 A. That is correct, yes.
 13 Q. Nor have you ever spoken to a Ms. Centeno?
 14 A. That is correct, yes. I don't know her.
 15 Q. And Pablo Fajardo never spoke to you about a
 16 person named Ximena Centeno; isn't that also right?
 17 A. That is correct, yes.
 18 Q. Now, you believe she is associated with the
 19 Plaintiffs, but that's based on information provided to you
 20 from the Gibson Dunn law firm; isn't that right?
 21 A. Yes, and also because, on the Web page of the
 22 Internal Revenue Service of Ecuador, we see the fact that
 23 she is an employee of Selva Viva, and Selva Viva is
 24 connected with the Lago Agrio Plaintiffs.
 25 Q. You have provided to Chevron, and Chevron has

12:55 1 provided to this Tribunal exactly two deposit slips with
 2 her name on them; isn't that correct?
 3 A. Those documents were provided to me by Banco de
 4 Pichincha, once I requested them.
 5 Q. And they were dated December 23, 2009, and
 6 February 5, 2010; isn't that also right?
 7 A. That is what the documents themselves evidence.
 8 Q. And just to be clear, again, the Lago Agrio
 9 Judgment was issued on February 14, 2011; correct?
 10 A. Yes, sir.
 11 Q. And you allegedly did not agree to cooperate with
 12 Chevron until 2012; isn't that also right?
 13 A. That is correct.
 14 Q. And there is no evidence of any payments from
 15 Ms. Centeno at all in 2012.
 16 A. There is no evidence because at that date the
 17 agreement had ended. My agreement with them was to receive
 18 \$1,000 a month while I assisted in the preparation of the
 19 rulings.
 20 Q. Nor is there any evidence of any payments from
 21 Ms. Centeno at all in 2011, the year the decision was
 22 issued; correct?
 23 A. There are none because the payments were made
 24 personally by Mr. Fajardo to me in cash.
 25 Q. So, there is no evidence of those payments other

12:57 1 than your word; correct?
 2 A. Possibly in Mr. Fajardo's accounts that evidence
 3 can be found.
 4 Q. You're not aware of any other corroborating
 5 evidence, are you?
 6 A. No.
 7 Q. Nor do you have any evidence of any payments from
 8 Ms. Centeno or from anyone else associated with the--nor do
 9 you have any evidence of any payments from Ms. Centeno or
 10 from anyone else for the entirety of Mr. Zambrano's second
 11 term as judge in the Lago Agrio Case?
 12 A. The payments were made to me by Mr. Fajardo in
 13 person.
 14 Q. Again, I'm going to ask you to listen carefully to
 15 the question.
 16 Do you have any evidence of any payments from
 17 Ms. Centeno or anyone else associated with the Plaintiffs
 18 for the entirety of Mr. Zambrano's second term as a judge
 19 in the Lago Agrio Case beginning in October of 2010
 20 forward?
 21 A. I do not. I don't know if that exists or if it
 22 doesn't exist.
 23 Q. And you have evidence of exactly two payments with
 24 Ms. Centeno's name on them; correct?
 25 A. In accordance with the evidence, yes.

12:59 1 Q. And both of those alleged payments would have
 2 occurred well before you or Judge Zambrano allegedly
 3 negotiated a deal to let the Plaintiffs draft the Judgment;
 4 can you confirm that, please? You earlier confirmed that
 5 the two payments by Ms. Centeno were December 23, 2009, and
 6 February 5 in 2010, and both of those alleged payments
 7 would have occurred well before you and Judge Zambrano
 8 allegedly negotiated a deal with the Plaintiffs to let the
 9 Plaintiffs draft the Judgment?
 10 A. Your statement is correct, but I must say that
 11 those payments have to do with the work I performed in
 12 connection with the preparation of the rulings during the
 13 first mandate of Mr. Zambrano.
 14 And the last part of your question has to do with
 15 the second mandate of Mr. Zambrano, so it's one year after
 16 the payments by Mrs. or Ms. Centeno.
 17 Q. And there is no evidence of any payments to you
 18 during his second--during Judge Zambrano's second tenure;
 19 isn't that correct?
 20 A. I have said that the payments were done
 21 personally, personally to me.
 22 Q. I understand that. I'm asking you about the
 23 physical evidence.
 24 There is no physical evidence reflecting any
 25 payments to you at all from the Plaintiffs during Judge

01:01 1 Zambrano's second term; can you please confirm that?
 2 MR. KEHOE: Objection. For the third time can he
 3 confirm that? This is getting repetitive.
 4 MR. BLOOM: I'm obviously asking for an answer.
 5 PRESIDENT VEEDER: I think you got it.
 6 MR. KEHOE: Three times.
 7 THE WITNESS: For the fourth time, and with all
 8 due respect, I am saying that I did not have that physical
 9 evidence. I don't know if anybody has it.
 10 BY MR. BLOOM:
 11 Q. And there is nothing on the deposit slips that had
 12 Ms. Centeno's name written on it that indicate what these
 13 payments were for; correct?
 14 A. If you allow me, I should tell you that based on
 15 the configuration of the bank document, the deposit slip
 16 does not have any area where you can state the reason for
 17 the deposit.
 18 Q. And to be clear, the deposit slip indicated that
 19 the money went into your bank account; correct?
 20 A. Yes. The money went into the bank account, and
 21 the bank states that. And I received it and spent it.
 22 Q. And not the bank account of Judge Zambrano?
 23 A. The values deposited by Ms. Centeno were sent to
 24 myself, Alberto Guerra Bastidas.
 25 Q. And there is no evidence that that money ever went

01:03 1 to Judge Zambrano; correct?
 2 A. Honestly, I do not understand your question.
 3 Q. Not one dollar--
 4 A. Your question is very--it is very elusive. The
 5 money deposited by Mrs. Zambrano goes into my account, and
 6 I don't know if any other money deposited by Mrs. Zambrano,
 7 Mrs. Centeno was deposited into Mr. Zambrano's account. If
 8 you're referring to that, I'm not aware of it.
 9 Q. So, the only person you know who received money
 10 from the Plaintiffs is you?
 11 A. Yes.
 12 Q. Okay. Let's turn back to the general nature of
 13 your allegations. You've claimed that Judge Zambrano
 14 agreed to let the Plaintiffs prepare the Judgment for
 15 \$500,000; correct?
 16 A. Yes.
 17 Q. And the money would come from the Plaintiffs to
 18 Judge Zambrano?
 19 A. That is what was indicated to me by Mr. Zambrano.
 20 That was what he had negotiated with the representatives
 21 those are the terms that Mr. Zambrano indicated to me that
 22 he had negotiated with the representatives of the
 23 Plaintiffs against Chevron.
 24 Q. And it would be paid to him when?
 25 A. Based on what Mr. Zambrano told me, the agreement

01:05 1 was that he would be paid once the Chevron Claimants
 2 received the product of the Judgment when it was
 3 implemented. From what Mr. Zambrano indicated, the
 4 agreement was set so that he would be paid once they,
 5 Chevron's Plaintiffs, received the product of the judgment,
 6 upon enforcement.
 7 Q. And you've testified that the money would be paid
 8 to Judge Zambrano only after the Plaintiffs actually
 9 recovered a money judgment from Chevron?
 10 A. I said that because Mr. Zambrano personally
 11 indicated to me that situation.
 12 Q. And, of course, that meant necessarily that Judge
 13 Zambrano would not be paid for a very long time; isn't that
 14 right?
 15 A. I didn't think about that back then.
 16 Q. Well, you knew that there were layers of appellate
 17 review in Ecuador; correct?
 18 A. Of course.
 19 Q. You know, the Court of Appeals and the National
 20 Court; correct?
 21 A. Yes.
 22 Q. And now the Constitutional Court is reviewing the
 23 Lago Agrio Sentencia; correct?
 24 A. Yes, sir.
 25 Q. Were you aware that this arbitration has been

01:06 1 pending since 2009?
 2 A. No, I wasn't aware of that detail.
 3 Q. And, of course, you recognized that there would
 4 inevitably be enforcement actions to try to enforce the
 5 Judgment?
 6 A. I didn't think about that back then.
 7 Q. But you did testify earlier that you knew Chevron
 8 was trying to delay things as it related to the Lago Agrio
 9 Case at least; correct?
 10 A. I said that in connection with the first-instance
 11 proceeding.
 12 Q. And did you have reason to believe that Chevron
 13 would try to expedite payment to the Plaintiffs after the
 14 Sentencia was issued?
 15 A. I didn't think about that. Or I didn't think
 16 about it back then.
 17 Q. So, it's your testimony, sir, that Judge Zambrano
 18 accepted a bribe for some future uncertain date that might
 19 never come to pass; correct?
 20 A. I cannot forget that Mr. Zambrano asked me to
 21 present--submit that proposal to the Plaintiffs against
 22 Chevron and that's what I did. When we--when I had a
 23 second meeting with Mr. Donziger and his friends at the
 24 Honey Honey hotel in Quito, Mr. Zambrano later on told me
 25 that he had reached that agreement. This is to allow them

01:08 1 to draft the Judgment, and that was the biggest concern
 2 Mr. Zambrano had. He would not have known how to do it.
 3 He had no experience with civil proceedings.
 4 Q. And, of course, there would be no way for Judge
 5 Zambrano to enforce in a court of law his alleged agreement
 6 with the Plaintiffs if they chose not to pay him at this
 7 uncertain date in the future; correct?
 8 A. I cannot answer that specific question. I am not
 9 aware of the agreement, the core elements, whether this was
 10 only an oral agreement, or if it's in writing, or if
 11 there's some document, some bill of exchange, a promissory
 12 note signed by a third party, et cetera, et cetera. I
 13 cannot give you any certainties in that regard.
 14 MR. BLOOM: Members of the Tribunal, I come to at
 15 the end of a line of questions, if you would like to break.
 16 PRESIDENT VEEDER: Let's break now. It's ten past
 17 1:00. We will come back at ten past 2:00.
 18 Again, Mr. Guerra, we ask you not to discuss the
 19 case away from the Tribunal or your testimony. Do you
 20 understand that? Thank you.
 21 THE WITNESS: Thank you.
 22 (Whereupon, at 1:10 p.m., the Hearing was
 23 adjourned until 2:10 p.m., the same day.)
 24
 25

1 AFTERNOON SESSION
 2 (Discussion off the record.)
 3 PRESIDENT VEEDER: Let's resume.
 4 Mr. Guerra, we were just having a discussion with
 5 counsel. We are not going to sit today beyond 6:00 p.m.,
 6 but we may finish earlier, possibly at 5:30 p.m. But if at
 7 any stage you want to break or you feel tired, let us know.
 8 Let's proceed.
 9 CONTINUED CROSS-EXAMINATION
 10 MR. BLOOM: Thank you, Mr. President.
 11 BY MR. BLOOM:
 12 Q. Mr. Guerra, could you please tell us how much you
 13 were making as an Ecuadorian judge at the time that your
 14 employment there was terminated.
 15 A. At the end of my tenure as a judge of the Superior
 16 Court of Sucumbios--that was May 2008--I was making about
 17 5,000 U.S. dollars a month.
 18 Q. And am I correct that shortly before you were
 19 removed as a judge, you had begun to build a new house; is
 20 that right?
 21 A. Yes.
 22 Q. You worked with an architect; correct?
 23 A. Yes.
 24 Q. And how far did the construction of your new home
 25 get? Was it completed?

02:20 1 A. No. When I was removed from my functions as a
 2 judge--that was in May 2008--the level of progress was
 3 about 15 to 20 percent in the construction of the house.
 4 Q. Can you describe the construction that was
 5 completed?
 6 A. Well, the structure, the house is on a lot that
 7 has 1,000 square meters in surface. It has two floors, two
 8 stories, with a total of 375 square meters in terms of the
 9 main house; and there is also an ancillary house next to
 10 the main house, and this is a small guest house of about 60
 11 square meters of construction.
 12 Q. And you were pleased with the construction that
 13 was done; correct?
 14 A. Back then I wasn't very satisfied, because when I
 15 lost my job, in the future I knew I would have problems
 16 continuing with the construction project that was already a
 17 little bit advanced.
 18 Q. And I believe you've already testified that you
 19 were terminated in 2008; is that correct?
 20 A. The Council of the Judiciary issued a resolution
 21 in May 2008 that was clearly a unilateral decision, and I
 22 was removed, terminated as a judge.
 23 Q. And the termination happened exactly in the middle
 24 of this construction; correct?
 25 A. It could be said that the construction had been

02:25 1 of years after I left my judicial office.
 2 Q. So you were removed in 2008, and your best
 3 estimate is you began working as a Municipality attorney in
 4 2010?
 5 A. I was removed from office in May 2008; and
 6 starting in July--rather, June 2008, I started to work for
 7 a company as an attorney for that insurance company in
 8 Quito.
 9 Q. And then after you worked for the insurance
 10 company, is that when you took on a job as an attorney for
 11 the Municipality?
 12 A. If you allow me, I worked for the insurance
 13 company. And later there was an opportunity to advise the
 14 National Congress with one of the Assembly members, and I
 15 worked for six to eight months there, and that was between
 16 November 2009 and August 2010. And I worked for the
 17 Municipality in 2012, between May, June--in May, June,
 18 July.
 19 Q. I want to make sure I understand this.
 20 After your removal, you began working for the
 21 insurance company; correct?
 22 A. Yes.
 23 Q. And then you worked for an Assembly member from
 24 November 2009 until August of 2010; is that right?
 25 A. Yes, it is correct.

02:23 1 completed a third rather than 50 percent.
 2 Q. Then you've testified as a result that your
 3 removal obviously came at, quote, "precisely the worst time
 4 possible"; isn't that Yes. The impact is the same. I don't
 5 perceive correctly the term you use, but for me, it was a
 6 dismissal from my duties. That is what I understand, the
 7 term "rescission" or "recession", I understand it
 8 differently as a legal term. Here it would be a
 9 termination, termination of my duties due to a dismissal by
 10 the proper authorities; right?
 11 A. Yes. The impact is the same. I don't perceive
 12 correctly the term you use, but for me, it was a dismissal
 13 from my duties. That is what I understand, the term
 14 "rescission" or "recession", I understand it differently as
 15 a legal term. Here it would be a termination, termination
 16 of my duties due to a dismissal by the proper authorities.
 17 Q. And you stopped getting paid about \$5,000 a month
 18 when you were removed; correct?
 19 A. Yes.
 20 Q. And therefore you tried to get another job after
 21 your removal?
 22 A. Yes.
 23 Q. And you, in fact, worked as an attorney for the
 24 Municipality; is that also right?
 25 A. The job with the Municipality came about a couple

02:27 1 Q. And then you said you worked for the Municipality
 2 from May until July of 2012; is that correct?
 3 A. Correct.
 4 Q. Were you receiving--did you have a job from
 5 August--or September 2010 until April 2012?
 6 A. I worked for the insurance company starting in
 7 June 2008 up to February--rather, December 2012. And I had
 8 some down times, and that was, for example, when I
 9 mentioned that I worked for the Assembly member and also
 10 for the Municipality.
 11 Q. That's clear. Thank you.
 12 Now, your salary as a Municipality attorney was
 13 just \$1,012 a month; isn't that right?
 14 A. Yes, sir; that is correct.
 15 Q. So that was about one-fifth of your salary as a
 16 judge at the time of your removal; is that correct?
 17 A. Yes, sir.
 18 Q. And your salary at the insurance company was, at
 19 its most, \$1,500 a month; correct?
 20 A. Yes, sir.
 21 Q. But towards the end, it was approximately only
 22 \$500 a month; is that also right?
 23 A. Yes, sir.
 24 Q. So the funds you were getting from the insurance
 25 company was something between 10 and 30 percent of what you

02:29 1 received as a judge?
 2 A. Yes.
 3 Q. Now, you accumulated a debt from all that
 4 construction; isn't that right?
 5 A. I kept--I practically continued the
 6 construction--it took basically about five years total.
 7 And I generally accumulated debt due to the work that was
 8 being done little by little.
 9 Q. And, sir, at the time of your removal as a judge,
 10 you owed about \$20,000 for that construction. Would you
 11 agree with me, sir?
 12 A. I cannot confirm that. I cannot confirm that that
 13 was the amount of the debt when I left the judicial
 14 function. Later on the answer is yes.
 15 Q. Meaning the debt--you can confirm later on that
 16 you owed \$20,000?
 17 A. The \$20,000 that your question I understand refers
 18 to, I needed that money because I owed that amount by mid
 19 or late 2012. This because of the expenses made through
 20 the advances in the construction.
 21 Q. So the construction continued to take place even
 22 after your removal as a judge?
 23 A. Yes.
 24 Q. And so by the middle part of 2000--or 2012 or so,
 25 you owed approximately \$20,000 for the ongoing

02:31 1 construction. Am I understanding correctly?
 2 A. Yes.
 3 Q. And you also advised Chevron's investigator that
 4 you had no savings at that--in that time period in 2012;
 5 isn't that also right?
 6 A. Sir, I was talking about my own savings.
 7 Q. So to be clear, from the time of your termination
 8 in 2008 until you worked out an agreement with Chevron in
 9 2012, you're making a living or earning wages that range
 10 from about 10 percent to maybe 30 percent or a little bit
 11 more of what you made as an Ecuadorian judge; is that
 12 correct?
 13 A. Yes, sir.
 14 Q. And during all of this time, from 2000--from the
 15 middle of 2012 through the time of you negotiating a deal
 16 with Chevron, you continued to owe \$20,000 on the
 17 construction of your new house; is that correct?
 18 A. I owed approximately that amount of money, and I
 19 needed more resources to finish the construction.
 20 Q. How much more did you need?
 21 A. I did not recall, but about 20- or \$30,000 more.
 22 Q. Now, in 2009, when it became apparent that Judge
 23 Zambrano was going to preside over the Lago Agrio Case for
 24 the first time, it's your testimony that he asked you to
 25 get in touch with the attorneys of Chevron; isn't that

02:33 1 right?
 2 A. That is correct, sir. That is the case.
 3 Q. And you say that the purpose was for you to try
 4 and negotiate an agreement pursuant to which Chevron would
 5 pay Judge Zambrano and pay you for issuing the final
 6 Judgment in Chevron's favor. Would you agree with me, sir?
 7 A. In part, yes. But I would like to clarify that
 8 the purpose was to establish a connection between Chevron
 9 and Judge Zambrano, for discussions to be had for
 10 agreements to be made by both Parties, Chevron and Judge
 11 Zambrano, in connection with relevant aspects of the
 12 procedure of the case and also discussions related to the
 13 possibility of a draft Judgment.
 14 Q. When you refer to the possibility of a draft
 15 Judgment, am I understanding correctly that what you mean
 16 is that you are offering to assist Chevron in ensuring that
 17 the Sentencia be issued in Chevron's favor?
 18 A. The message, or the position, the intention and
 19 the will of Mr. Zambrano that I conveyed to Chevron was
 20 that a connection had to be made, friendships had to be
 21 forged, a link had to exist for enough trust to exist.
 22 And then from that moment on, when Mr. Zambrano
 23 started to work as a judge in the case, from that point
 24 forward work with a view toward a foreseeable future,
 25 Chevron to draft the Judgment, of course obviously in their

02:36 1 favor.
 2 Q. And what did you hope to get out of that?
 3 A. Sincerely, if that situation ensued, I was hoping
 4 to obtain a financial benefit of some sort myself.
 5 Q. A bribe?
 6 A. It pains me to say it. I recognize it: A bribe.
 7 That is what it was--sought.
 8 Q. You sought a bribe from Chevron; correct?
 9 A. Mr. Zambrano was mainly who was looking for the
 10 bribe, and I was going to take up a portion of that.
 11 Q. So you sought, on your behalf and Judge Zambrano's
 12 behalf, a bribe from Chevron?
 13 A. Excuse me. I by myself was not able to seek that.
 14 What I was doing ultimately was to be the spokesperson that
 15 conveyed the intention of Mr. Zambrano to Chevron; and
 16 obviously I understood if that situation was forged, then I
 17 collaterally was going to obtain an economic benefit.
 18 Q. So to be clear, you sought a bribe from Chevron to
 19 benefit Mr. Zambrano and yourself; is that right?
 20 A. Yes, sir.
 21 Q. And, in fact, you have testified that you reached
 22 out to a Mr. Racines about this proposal; isn't that
 23 correct?
 24 A. Yes.
 25 Q. And could you tell the Members of the Tribunal who

02:38 1 Mr. Racines is?
 2 A. Mr. Racines, his name is Alberto Racines. He has
 3 a doctorate in jurisprudence; he is a lawyer. And he works
 4 for the law firm of Mr. Adolfo Callejas, it is precisely
 5 Adolfo Callejas' law firm in Ecuador--they are the lawyers
 6 for Chevron in the Lago Agrio case.
 7 Q. And you called Mr. Racines on his cell phone;
 8 correct?
 9 A. Yes, that is correct.
 10 Q. And you've talked about a proposal with them, did
 11 you not?
 12 And you raised with Mr. Racines the possibility of
 13 a proposal; correct?
 14 A. Yes.
 15 Q. And the proposal was that you would be a link
 16 between Chevron and Mr. Zambrano for the purpose of
 17 discussing or agreeing on certain important issues of the
 18 Chevron Case and the Judgment; isn't that also right?
 19 A. In the way you are stating it--well, not exactly.
 20 What I maintained is that I was saying that I was the
 21 spokesperson or the intermediary for that link to exist
 22 between Chevron and Zambrano.
 23 Q. Sir, you remember being asked questions about your
 24 communications with Mr. Racines during the New York RICO
 25 trial, do you not?

02:41 1 A. I do not recall that. Excuse me.
 2 Q. I will represent to you that--for the Members of
 3 the Tribunal and Counsel, Tab 19 of our binder, Page 916,
 4 Line 20. The official transcript is in English, so I would
 5 ask the court reporter--or the interpreter to translate.
 6 But at Page 916, Line 20, you were asked, "What was that
 7 proposal, sir, that you made to Mr. Racines?"
 8 Your answer--and these are the precise words I
 9 used in my question--"Specifically, the proposal was that I
 10 would be a link between Chevron and Mr. Zambrano for the
 11 purpose of discussing or agreeing on certain important
 12 issues of the Chevron Case and the Judgment, if need be."
 13 You do not deny that that was your testimony;
 14 correct?
 15 A. I do not deny that, no, sir.
 16 MR. KEHOE: And I have an objection. To the
 17 extent that that was an attempt at impeachment, that is
 18 exactly what the Witness just testified to during
 19 cross-examination as well.
 20 MR. BLOOM: I think the record will speak for
 21 itself.
 22 BY MR. BLOOM:
 23 Q. And Mr. Racines told you he had to consult with
 24 his superiors; isn't that right?
 25 A. Yes, sir.

02:43 1 Q. And you took that to mean he had to consult with
 2 his client, Chevron; correct?
 3 A. What I understood is, because that's how I
 4 understood it, that he had to convey this suggestion or
 5 this concern to Mr. Adolfo Callejas, who is the immediate
 6 superior of Mr. Racines. Possibly Mr. Callejas had to talk
 7 to a representative of Chevron, someone from Chevron
 8 specifically. And then, later on, I was going to be given
 9 the relevant answer. That was my understanding.
 10 Q. In fact, you understood that, as a lawyer, he or
 11 one of his colleagues would have had a duty to tell the
 12 client, to tell Chevron; correct? And that was your
 13 understanding?
 14 A. Yes, sir, that is what I understood.
 15 Q. And Mr. Racines eventually got back to you;
 16 correct?
 17 A. Yes, later on he did.
 18 Q. But it was not a matter of hours, was it?
 19 A. No, no, not at all. Not hours, no. A few days.
 20 A few days, as far as I can recall.
 21 Q. In fact, it took him weeks, not even days. Do you
 22 believe it was days or weeks?
 23 A. Well, I think that perhaps a couple of weeks
 24 transpired. In other words, up to 15 days.
 25 Q. So you understood from Mr. Racines--no.

02:45 1 He eventually did get back to you; correct?
 2 Mr. Racines, he got back to you?
 3 A. Yes. Eventually we did hold that conversation in
 4 connection with the answer coming from Chevron. That was
 5 my understanding through Mr. Racines.
 6 Q. So several weeks after you made the proposal,
 7 Chevron had a little time to think about it; Mr. Racines
 8 reported back to you that Chevron declined your offer;
 9 correct?
 10 A. Yes. Specifically speaking, the proposal had been
 11 declined.
 12 Q. So Chevron knew that you were corrupt in 2009; is
 13 that right?
 14 A. I don't know about that matter specifically.
 15 Q. Well, you proposed that you would go ahead and fix
 16 the Decision with Mr. Zambrano in 2009 through your
 17 communication with Mr. Racines. You agree with that?
 18 A. I do, yes. We--we talked about that before, and I
 19 said yes.
 20 Q. Right. And you understand fixing a Decision is a
 21 dishonest, illegal, and corrupt act, do you not?
 22 A. I do, sir, yes. I understand.
 23 Q. So when Chevron declined your offer in 2009, they
 24 were declining your offer of corruption; correct?
 25 A. In the words of Mr. Racines, Chevron said no, and

02:47 1 that is all; no.
 2 Q. But Chevron knew that you were making a
 3 solicitation for a bribe back in 2009.
 4 A. I cannot tell you what Chevron knew or did not
 5 know.
 6 Q. Well, that's what you believed at the time from
 7 Mr. Racines, isn't it? You believed that your proposal was
 8 conveyed to Chevron?
 9 A. Yes, that is my understanding, that Mr. Racines
 10 conveyed this possibly in the way in which I indicated it
 11 to him. My understanding is that, according to
 12 Mr. Racines, Chevron declined the offer.
 13 Now, the characterization of more corrupt--less
 14 corrupt Guerra Zambrano, no mention was made of that.
 15 Q. But assuming Mr. Racines communicated your
 16 proposal to Chevron, that means that Chevron knew that you
 17 personally were involved in an unlawful attempt to solicit
 18 a bribe because it was you who personally made the offer to
 19 Mr. Racines?
 20 MR. KEHOE: I'm going to object to that question.
 21 It starts with an assumption. This is a fact witness, not
 22 an expert.
 23 PRESIDENT VEEDER: I think you're stepping over
 24 the line, Mr. Bloom. Let's stick to the facts.
 25 BY MR. BLOOM:

02:49 1 Q. Your understanding at the time--and I think I'm
 2 confirming your prior testimony, but it would serve as the
 3 predicate of the next question.
 4 Your understanding at the time was that your
 5 proposal was made to Chevron; correct?
 6 A. I was waiting for the answer that Mr. Alberto
 7 Racines was going to provide to me. And when he did, my
 8 understanding was that the source of that answer was
 9 Chevron itself.
 10 Q. Do you have a different understanding today?
 11 A. No, in no way whatsoever.
 12 Q. So based on that prior answer, you believed in
 13 2009 that Chevron knew at that time that you made an
 14 unlawful attempt to solicit a bribe.
 15 A. At that time, Chevron did not know me and I did
 16 not know Chevron via its representatives. I knew Chevron's
 17 lawyers, the ones that I have indicated, and the lawyers
 18 representing the opposing Parties--the opposing Party to
 19 Chevron. And I've also cited them.
 20 Q. At that time, sir, you were in debt by about
 21 \$20,000--no. I strike that.
 22 Were you in debt at all in 2009 as it related to
 23 the construction?
 24 A. I would not be able to assert that, but I was
 25 constantly making small expenses, expenses that were

02:51 1 accumulating as we were moving forward with the
 2 construction.
 3 Q. And by the time that you reached out to
 4 Mr. Racines in the last quarter of 2009, you had already
 5 been removed as a judge; correct?
 6 A. Yes.
 7 Q. So you were no longer making your \$5000-a-month
 8 salary at this time?
 9 A. I did not have that revenue; that is correct.
 10 Q. Your salary instead at that time that you made the
 11 proposal was a mere fraction of what it once was?
 12 A. At that time, apart from the \$1,500 that I earned
 13 at the insurance company--well, that was added to other
 14 revenue that was--that were smaller in nature because of
 15 legal advice or legal fees that are provided to private
 16 institutions or third parties; and I--I got that--that kind
 17 of revenue.
 18 Q. But you were still struggling financially given
 19 the fact you didn't have your job as a judge and given the
 20 construction; correct?
 21 A. Well, mainly because of the construction, I
 22 required higher income.
 23 Q. Higher income than what you were actually
 24 receiving at the time?
 25 A. That was a construction pending, and I couldn't

02:53 1 really leave up that investment and leave it unfinished.
 2 This would have been more serious economically speaking.
 3 Q. So it was not only an issue of any debt incurred
 4 already; you also were facing the prospect of trying to
 5 finish the construction, which you knew would cost another
 6 20- or \$30,000?
 7 A. Possibly, yes.
 8 Q. And meanwhile, Judge Zambrano did not attend that
 9 meeting with Mr. Racines, did he?
 10 A. No, he did not.
 11 Q. Nor did Judge Zambrano, during this period of time
 12 in 2009, himself talk to any representatives of Chevron, to
 13 your knowledge, about the solicitation of a bribe; isn't
 14 that also right?
 15 A. I have no knowledge in connection with that
 16 matter, but my understanding is that he did not.
 17 Q. So when you testified that you reached out to
 18 Chevron through Mr. Racines in 2009, there's no evidence to
 19 support your claim that you were doing so on behalf of
 20 Judge Zambrano, other than your word; correct?
 21 MR. KEHOE: Mr. President, I'm going to object to
 22 this. It's happened this morning, and it's happening now.
 23 Counsel is asking the Witness if he knows whether or not
 24 there's evidence in the record to support something one way
 25 or the other. It's just not a proper question.

02:55 1 MR. BLOOM: I think it's clear, and I'll try to be
 2 clear on my questions. But I--what I'm really asking is,
 3 have you provided any evidence to Chevron--
 4 PRESIDENT VEEDER: Well, that would be different--
 5 MR. KEHOE: I'm fine with that.
 6 PRESIDENT VEEDER: Stop, stop.
 7 MR. KEHOE: Sorry.
 8 PRESIDENT VEEDER: That would be a different
 9 question, and that you can ask. Because I think the
 10 broader question is really a question that you're asking of
 11 the Claimants, which is not appropriate for this witness.
 12 BY MR. BLOOM:
 13 Q. When you testified that you reached out to Chevron
 14 in 2009, you're not aware of any corroborating evidence to
 15 support your claim that you were doing so on behalf of
 16 Judge Zambrano, other than your word?
 17 A. As Alberto Guerra, I wasn't able to go tell the
 18 company, "Look, I guarantee that I am going to rule in your
 19 favor in the Judgment." But I could say precisely what I
 20 said to you, that I was going to be a link for a connection
 21 to be established between Chevron and Zambrano for them to
 22 agree in that situation.
 23 Q. But you could have made that representation
 24 whether or not you were, in fact, acting at the behest of
 25 Mr. Zambrano. So let me ask you this question again, sir.

02:57 1 When you reached out to Mr. Racines to communicate
 2 your proposal to Chevron in 2009, you're not aware of any
 3 corroborating evidence to support your claim that you were
 4 doing so on behalf of Judge Zambrano, other than your word?
 5 A. When I reached out to Mr. Racines, I conveyed to
 6 Mr. Racines the proposal, if you will, coming from
 7 Mr. Zambrano. It wasn't my own.
 8 And yes, as far as I know, I was unable to say to
 9 Mr. Racines, "Look, allow me, I will record this contact to
 10 have it in evidence."
 11 But I do know that Mr. Racines, at some point in
 12 time, gave a sworn statement somewhere, and somewhere in
 13 these proceedings evidence of that must exist.
 14 Q. In 2009, when you approached Mr. Racines, did you
 15 provide him with any physical evidence that you were acting
 16 on behalf of Judge Zambrano?
 17 A. I did not.
 18 Q. Have you provided any evidence to Chevron since to
 19 show that when you approached Mr. Racines in 2009, that you
 20 were acting on behalf of Mr. Zambrano at that time?
 21 A. I did not.
 22 Q. And Mr. Zambrano has never admitted, to your
 23 knowledge, that you were acting on his behalf as it related
 24 to your proposal to Chevron; isn't that also correct?
 25 A. I have no personal knowledge of the decision of

02:59 1 Mr. Zambrano in that regard. I have not looked at his
 2 statement or nothing of that nature. Mainly, no.
 3 Q. And no Chevron representative has come forward, to
 4 your knowledge, to say that they had a direct dialogue at
 5 any time with Judge Zambrano. Is my understanding correct?
 6 A. I am not able to state anything about situations
 7 that I have no personal knowledge of in connection with
 8 other individuals or institutions.
 9 Q. And again, you have nothing in writing and no
 10 recording of any communications with Mr. Zambrano
 11 reflecting his authorization that you act on his behalf;
 12 correct?
 13 A. I do not, sir. Physically I do not.
 14 Q. And in either event, you're not aware of Chevron
 15 reporting to the Judicial Council your solicitation of a
 16 bribe of Chevron; correct?
 17 A. I have no knowledge of that, sir.
 18 Q. And you're also not aware of Chevron reporting
 19 Judge Zambrano to any governmental body in 2009. Is that
 20 your understanding, sir?
 21 A. That is my understanding. I have no knowledge of
 22 that matter.
 23 Q. And you are also unaware of any attempt by Chevron
 24 to seek to recuse Judge Zambrano on the basis that he was
 25 allegedly complicit in your solicitation of a bribe?

03:01 1 A. I do not know about that.
 2 Q. And now to be clear on all of your statements,
 3 your recorded conversations with Chevron and sworn
 4 testimony, it is also true that you never, not once,
 5 suggested that you were acting for the Government of the
 6 Republic of Ecuador when you solicited a bribe; isn't that
 7 correct?
 8 MR. GUERRA: A bit louder because I did not hear
 9 you clearly. A bit louder, please.
 10 THE INTERPRETER: (No interpretation).
 11 PRESIDENT VEEDER: Mr. Bloom, you might have to
 12 ask that question again.
 13 MR. BLOOM: Okay. Can we test the system?
 14 (Pause.)
 15 PRESIDENT VEEDER: Let's start again. Please put
 16 the question again.
 17 MR. BLOOM: Sure.
 18 BY MR. BLOOM:
 19 Q. To be clear, sir, in all of your statements,
 20 including your recorded conversations with Chevron's
 21 investigators and Chevron's attorneys and all of your
 22 testimony, am I correct that, while you have alleged that
 23 you solicited a bribe from Chevron at the request of Judge
 24 Zambrano, you have never suggested that you did so on
 25 behalf of the Republic of Ecuador; correct?

03:03 1 MR. KEHOE: I object to that question. And I
 2 don't want to telegraph anything to the witness, but it's
 3 obvious that the Judge is a Member of the Court, which is a
 4 Member of the--an organ of the Government. So it's a
 5 misleading question.
 6 PRESIDENT VEEDER: Let me stop you there.
 7 I think you're pushing against an open door. I
 8 don't think--on the facts, if you're talking to this
 9 witness as a fact witness, you need to pursue this much
 10 further. But it's a matter for you. But I think we're
 11 going to get the clear answer, and I'm not sure it's going
 12 to help us any further than the material you've already
 13 received.
 14 MR. BLOOM: Okay.
 15 BY MR. BLOOM:
 16 Q. Sir--
 17 A. Am I allowed to answer?
 18 PRESIDENT VEEDER: No. The question has gone. So
 19 we'll move on to the next question.
 20 BY MR. BLOOM:
 21 Q. Judge Zambrano's first term as Presiding Judge in
 22 this case ended in the middle of March of 2010. Do you
 23 recall that, sir?
 24 A. Yes. March 4th.
 25 Q. And he resumed his position as Presiding Judge

03:07 1 always rejected that possibility. Therefore, with due
 2 respect, I wouldn't be able to say that that would have
 3 been the case from the economic point of view.
 4 Q. And, sir, I'm just asking you what your thinking
 5 was at that time.
 6 Am I correct that it is your testimony that you
 7 and Mr. Zambrano wanted to reach out to Chevron because at
 8 that time you believed, rightly or wrongly, that Chevron
 9 had more money that it could pay and that you could get
 10 paid more quickly than the Plaintiffs?
 11 A. In essence, the answer is yes.
 12 Q. And it's your testimony that you and Judge
 13 Zambrano wanted to get as much money as you could; correct?
 14 A. Yes.
 15 Q. And you really didn't care who actually won the
 16 case so long as it yielded a substantial financial benefit
 17 to you; isn't that right?
 18 A. Would you please restate your question?
 19 Q. Certainly.
 20 You really didn't care who actually won the case
 21 so long as it yielded a substantial financial benefit to
 22 you; isn't that right?
 23 A. I was not the Judge in the case--the Presiding
 24 Judge that could have had the moral, ethical and legal
 25 commitment in connection with the result of the proceeding.

03:04 1 again on October 11, 2010. Does that sound right to you?
 2 A. Yes, that is correct.
 3 Q. And you say that you approached Chevron again
 4 seeking a bribe at the beginning of Judge Zambrano's second
 5 tenure; is that correct?
 6 A. Yes, sir. That was the--that was my conduct on
 7 behalf--or at the request of Judge Zambrano.
 8 Q. And that was my next question.
 9 You've testified that your second approach to
 10 Chevron was also on behalf of Judge Zambrano; correct?
 11 A. Yes, sir.
 12 Q. And you've previously testified that you reached
 13 out to Chevron on the assumption that Chevron could pay
 14 more money than the Plaintiffs; isn't that right?
 15 A. That was mainly the idea Mr. Zambrano had. And
 16 that was also my idea, I supported it, I must be truthful,
 17 but the aim was--it was understood that, if an agreement
 18 was reached with Chevron in connection with the acceptance
 19 and--and also the payment of a bribe, this was going to be
 20 made effective immediately.
 21 Q. So if you could consummate a deal with Chevron,
 22 the idea was that you could get paid more money and get
 23 paid more quickly. Is that a fair characterization?
 24 A. That was not the situation. When we look at the
 25 facts, no agreement was reached with Chevron. Chevron

03:09 1 Therefore, the final outcome was not something that
 2 concerned me in connection with the impact of the result
 3 back then.
 4 Q. I wanted-- I'm sorry. I wanted to know what your
 5 motive was--we've been talking about Mr. Zambrano, but I
 6 want to know what your motive was.
 7 PRESIDENT VEEDER: Mr. Bloom, I think he answered
 8 that question: "Therefore, the final outcome was not
 9 something that concerned me in connection with the impact
 10 of the result," and he added "back then."
 11 MR. BLOOM: I'm trying to get something,
 12 Mr. President.
 13 PRESIDENT VEEDER: Please, there's a certain
 14 flexibility, which you can deploy.
 15 MR. BLOOM: I'm happy to discuss when the witness
 16 is not present.
 17 PRESIDENT VEEDER: Please continue.
 18 BY MR. BLOOM:
 19 Q. Sir, if I may ask that again, I want to know what
 20 your personal motive was. What was your personal motive in
 21 involving yourself in this solicitation of a bribe?
 22 A. I would like to say again that the bribe was not
 23 requested on a personal basis. I wouldn't have been
 24 capable of approaching Chevron without any backing and just
 25 show up and say, "Look, I want money, and I offer nothing

03:11 1 in exchange."
 2 My motive was to help my friend, Nicolas Zambrano,
 3 so that he could have a good result in the--in addressing
 4 the civil issues and also have some sort of economic
 5 benefit for me.
 6 Q. And that's all I was asking. You were looking for
 7 an economic benefit for you as well; correct?
 8 You wanted to help pay off any debt to complete
 9 your house? Would that be accurate?
 10 A. Yes. Somehow I also needed some income. The
 11 regular income was not enough, and that was one of the
 12 reasons why I was also acting as a ghostwriter to
 13 Mr. Zambrano--and also as a paid ghostwriter, writing the
 14 rulings on behalf of the Plaintiffs suing Chevron.
 15 Q. And as in your solicitation back in 2009, there's
 16 no physical evidence to corroborate your testimony that
 17 your bribery solicitation in October of 2010 was on behalf
 18 of Judge Zambrano. You want us to take your word for it;
 19 correct?
 20 A. I relate the facts just--I have related the facts
 21 just as they happened. That is my truth. And if--whether
 22 I am believed or not, it no longer--allow me, it is not
 23 longer, not greatly a concern of mine. But that is the
 24 truth.
 25 Q. And you're not aware, sir, of any attempts by

03:13 1 Chevron after your second solicitation of a bribe to seek
 2 the recusal of Judge Zambrano; is that correct?
 3 A. I am not aware that may have happened.
 4 Q. Do you recall the circumstances of Judge Zambrano
 5 becoming Presiding Judge for the second time in October of
 6 2010?
 7 A. Yes, sir, I do remember that.
 8 And if you allow me, I can elaborate on that.
 9 Q. Please.
 10 A. Mr. Leonardo Ordoñez Piña became the Presiding
 11 Judge for the court of Sucumbios; and as a consequence, he
 12 was also the Judge in the Chevron Case, and that was in
 13 February 2010. Based--under the law in force at that time,
 14 he had a two-year tenure, and he was going to be leading
 15 the Chevron Case for two years, and also based on the law
 16 up to January 2012.
 17 In August 2010, Judge Leonardo Ordoñez neglected
 18 issuing rulings in the proceeding and for that reason has
 19 given grounds for his recusal. These grounds state
 20 specifically: regarding not ruling in triple the time
 21 provided by law. Chevron's attorneys took advantage of
 22 this situation and it is they who proposed the recusal.
 23 The recusal had to be presented before the Office of the
 24 Courts--of the Clerk of the Court.
 25 And as far as I know, that recusal writ was

03:15 1 received by the office of the clerk of the Court's
 2 Presidency, and this was presented to Judge Ordoñez Peña.
 3 Judge Ordoñez Peña I think kept that in the drawer of his
 4 desk for almost a month and a half. And for that reason,
 5 the whole thing was delayed after a month and a half.
 6 Approximately a month and a half later, Judge
 7 Ordoñez, due to the pressure exerted by Chevron lawyers and
 8 also by the Plaintiffs' lawyers, returned the petition to
 9 the Clerk's office and it is at that point that it is
 10 transferred to the substitute judge, who is Nicolas
 11 Zambrano, who had to rule over the Ordoñez recusal. Judge
 12 Zambrano as the substitute president, at the end grants the
 13 recusal and due to that reason, he becomes, in his capacity
 14 of substitute president, the presiding judge for the rest
 15 of the time, the two years that Judge Ordoñez purportedly
 16 had to fulfill.
 17 And then Judge Zambrano was going to be presiding
 18 over the Chevron Case between October--for the second time,
 19 between October 2010. And from the legal point of view, he
 20 could have continued up to January 2012. That was going to
 21 be the end of his tenure as the alternate or substitute
 22 judge in the Chevron Case.
 23 Q. Thank you.
 24 So as I understand your testimony, Chevron took
 25 advantage of Judge Ordoñez taking too much time in ruling

03:17 1 on certain motions, and that constituted grounds under
 2 Ecuadorian law for recusal. Am I understanding that
 3 correctly?
 4 A. If you allow me, I wouldn't say that they took
 5 advantage--advantage, but they benefited from the lack of
 6 attention to the case provided by Judge Ordoñez.
 7 Q. They had the legal right to seek Judge Ordoñez's
 8 removal, because Judge Ordoñez was too slow in issuing
 9 Providencias; is that correct?
 10 A. If you allow me, the term you are--the term you're
 11 using is not the right one. It's not to ask for the
 12 removal of the judge. There is some other causes for the
 13 removal of the judge. In this case, there is a lack of
 14 competence or jurisdiction in connection with a specific
 15 case, in particular because there has been a lack of timely
 16 decision-making.
 17 Q. Very well. And this is the same Chevron you
 18 earlier testified this morning that was seeking to generate
 19 incidents to delay the adjudication; isn't that right?
 20 A. Yes. During the time I was the ghostwriter for
 21 Mr. Zambrano and also after--upon noticing the contents of
 22 the pleadings presented by Chevron, I did notice that that
 23 was the intention of the Ecuadorian lawyers of Chevron.
 24 That is to say, to create some confusion. Definitely, they
 25 were trying, at any cost, to delay the regular process, the

03:20 1 regular proceeding.
 2 Q. Would you agree with me, sir, that Judge Zambrano
 3 became the Presiding Judge in October of 2010, for his
 4 second tenure, only after and because Chevron successfully
 5 filed a motion to recuse or replace or remove Judge
 6 Ordoñez?
 7 A. Yes, sir; that is correct.
 8 Q. So if Chevron had not filed the motion, Judge
 9 Ordoñez was in line to draft the Sentencia; correct?
 10 A. I cannot offer you any certainties.
 11 Q. Once Chevron filed the motion, did you understand
 12 that Zambrano would take over as the Presiding Judge?
 13 A. In connection with the presentation of the motion
 14 by Chevron to recuse Judge Ordoñez--this is something that
 15 I learned of from Mr. Zambrano. Let's not forget that back
 16 then, my permanent domicile was in Quito. The case and the
 17 domicile of the Judge were in Lago Agrio. This is, at
 18 least, six hours away by car and 45 minutes by plane. The
 19 distance was 45 minutes by plane.
 20 And Mr. Zambrano and myself, knowing that the
 21 motive for recusal was legitimate, that it was supported on
 22 a valid motive, on a valid ground, I discussed this with
 23 Mr. Zambrano, and we knew that Mr. Zambrano was going to
 24 accept this request and that, in short, Mr. Zambrano was
 25 going to become the Presiding Judge in the Chevron Case.

03:22 1 Q. So there were valid grounds to remove Judge
 2 Ordoñez; correct?
 3 A. Yes.
 4 Q. And how did you know that it would be Judge
 5 Zambrano, rather than another judge, who would succeed
 6 Judge Ordoñez?
 7 A. This has to do with the legal provisions. The
 8 Presiding Judge has also an alternate judge. In the
 9 absence of the presiding judge, the alternate judge is the
 10 one who takes over. And so based on the law, it was Judge
 11 Zambrano the one who would be taking over.
 12 Q. So anyone who was knowledgeable of Ecuadorian law
 13 should have known that, if the motion were granted, Judge
 14 Zambrano would take over the case; correct?
 15 A. Yes, sir.
 16 Q. In which case, Chevron sought the removal of Judge
 17 Ordoñez knowing that, if it were successful, that it would
 18 result in Judge Zambrano taking over the case?
 19 MR. KEHOE: Objection. The Witness doesn't know
 20 what Chevron did or didn't know.
 21 MR. BLOOM: I'll withdraw that.
 22 BY MR. BLOOM:
 23 Q. Now, sir, you're aware, are you not, that one of
 24 Chevron's former contractors, Diego Borja, allegedly
 25 offered a bribe to Judge Nuñez in 2009?

03:25 1 A. I learned about that at some point given some news
 2 reports, where I think that this was--I noticed that when I
 3 watched the videos that were published of the Internet.
 4 Q. You saw those interviews--not those interviews.
 5 You saw those videotapes?
 6 A. Yes.
 7 Q. Did you also learn through the Ecuadorian media
 8 that Mr. Borja received a substantial financial benefit
 9 from Chevron?
 10 MR. KEHOE: I'm going to object to these
 11 questions. To the extent that the Witness learned of
 12 anything through the media, it seems to be somewhat
 13 irrelevant to his direct examination or his
 14 cross-examination.
 15 PRESIDENT VEEDER: Mr. Bloom, where are you going?
 16 MR. BLOOM: I'd rather not disclose it in front of
 17 the Witness. I'm happy to do it if it's not being
 18 translated.
 19 MR. KEHOE: What we object to is I see the slides
 20 that we're going through. If the Witness is going to be
 21 asked questions about something that he's learned about
 22 through the media--
 23 PRESIDENT VEEDER: Stop, stop.
 24 Interpreters, could you please stop interpreting
 25 into Spanish.

03:26 1 So just give us the slide number to which you're
 2 referring.
 3 MR. KEHOE: I'm sorry.
 4 MR. BLOOM: Fifty-two, Mr. President.
 5 MR. KEHOE: I'm sorry--I'm sorry to interrupt.
 6 This Witness is being--this Witness has been in the United
 7 States I believe now for two and a half years. So I think
 8 he understands enough English. Maybe we can ask him to
 9 step into another room.
 10 PRESIDENT VEEDER: Let's just take it slowly.
 11 And if you have this document, Mr. Guerra, could
 12 you-- he doesn't have the document. Just give me the slide
 13 number.
 14 MR. KEHOE: 52. For some reason, they put it on
 15 the screen already.
 16 PRESIDENT VEEDER: No. Stop there, and take it
 17 off the screen.
 18 MR. BLOOM: Take it off the screen. That's fine.
 19 PRESIDENT VEEDER: Let's just see where you're
 20 going. But you keep going. And if there's a problem, we
 21 can come back to this.
 22 MR. BLOOM: And we can do this also without
 23 slides, if that will help accommodate Claimants.
 24 PRESIDENT VEEDER: It might make it worse.
 25 MR. KEHOE: I don't know. Let's just see.

03:28 1 PRESIDENT VEEDER: You take your own course for
 2 the moment, and let's start the interpretation again.
 3 BY MR. BLOOM:
 4 Q. You're aware, if you saw those videotapes, that a
 5 con--that Diego Borja was a contractor or former contractor
 6 of Chevron?
 7 A. I do not remember getting to that conclusion after
 8 watching the videos, but this was a comment afterwards,
 9 whether he was a contractor or former contractor with
 10 Chevron.
 11 Q. Are you aware, sir, that Mr. Borja received
 12 substantial financial benefits from Chevron?
 13 A. I understand he may have, but this is not
 14 information I have. I haven't seen any documents.
 15 Q. And what information did you receive? Was it
 16 through the media?
 17 A. Yes, through the media, on the Internet.
 18 Q. Do you recall the nature of that information and
 19 specifically whether the media reported and whether you
 20 read that he received financial benefits from Chevron?
 21 A. Specifically I do not recall. But it seems to me
 22 that it was said that the individual who filmed these
 23 videos was taken out of Ecuador and got asylum in the U.S.;
 24 and, just like me, he lives in the U.S., and the
 25 expenses--his expenses are somewhat covered by--somehow,

03:33 1 could help yourself financially?
 2 MR. KEHOE: Objection; asked and just answered.
 3 PRESIDENT VEEDER: You can continue.
 4 BY MR. BLOOM:
 5 Q. You may answer the question.
 6 A. I must say that I decided to personally cooperate
 7 with Chevron once that Mr. Zambrano decided definitively
 8 not to cooperate with Chevron.
 9 Q. And when you began cooperating with Chevron in
 10 2012, you were hoping for a financial benefit for that
 11 cooperation; isn't that right?
 12 A. Yes. And Mr. Zambrano just the same.
 13 Q. In your November 17th Declaration--and Ms. Bees
 14 can find that for you at Paragraph 13. And that's Tab 17
 15 from our binder, but it's--do you have that?
 16 THE INTERPRETER: For the interpreter,
 17 Paragraph 13. You said, sir, 13? Yeah.
 18 MR. KEHOE: November 17th? Yeah. It's the first
 19 tab on the-- it is there. It's behind the English version.
 20 Which paragraph did you want?
 21 MR. BLOOM: Thirteen.
 22 MR. KEHOE: I'm sorry. You're looking-- you're
 23 looking at two different things, Eric. You're asking him
 24 about November 17th, and I believe they're looking at the
 25 RICO October Declaration.

03:30 1 rather, covered by Chevron.
 2 Q. At the time that you began to cooperate with
 3 Chevron in 2012, you believed that if you ingratiated
 4 yourself with the company, made yourself important to the
 5 company, that maybe you could receive a financial benefit
 6 also from the company?
 7 A. With all due respect to the Tribunal and to
 8 everyone present here, Mr. Zambrano and I believed that if
 9 Chevron was told about the real circumstances that led to
 10 the issuance of the Court Judgment at the trial level,
 11 Chevron could pay a substantial--that is to say a
 12 substantial amount of money. And I thought that a portion
 13 of that amount was going to come into my pockets, and that
 14 was the reason.
 15 Q. And I think I'm asking a question that's different
 16 than the one you think I'm asking. So I'd like to focus
 17 your attention on the time period of 2012, after the
 18 Sentencia was issued, at the time that you began to
 19 cooperate with Chevron.
 20 Are you with me so far?
 21 A. I'm listening to you, yes.
 22 Q. Thank you.
 23 When you agreed to cooperate with Chevron, you
 24 believed at that time that if you ingratiated yourself with
 25 the company, if you made yourself important, then maybe you

03:35 1 (Pause.)
 2 PRESIDENT VEEDER: Do we all have that now?
 3 MR. BLOOM: Yes.
 4 BY MR. BLOOM:
 5 Q. So Mr. Guerra, in your November 17, 2012,
 6 Declaration at Paragraph 13, you state that in the last
 7 quarter of 2009, during his first term as Presiding Judge,
 8 Mr. Zambrano asked you to have a meeting with Pablo Fajardo
 9 because Mr. Zambrano "had reached an agreement with
 10 Plaintiffs' representatives"; is that correct?
 11 A. Yes, sir.
 12 Q. And this agreement allegedly occurred shortly
 13 after you had approached Chevron and solicited a bribe from
 14 Chevron; correct?
 15 A. It's after Chevron's refusal.
 16 Q. And as with respect to the other proposals you've
 17 made, you don't have a recording of a conversation with
 18 Mr. Zambrano or any electronic or handwritten
 19 correspondence from Judge Zambrano authorizing you to act
 20 on his behalf; am I correct?
 21 A. Yes. I don't have any, because I didn't concern
 22 myself with that. I never thought that we were going to
 23 come to these kinds of instances. I didn't ask for a
 24 document. I didn't have a recording. I have no evidence
 25 in that regard. But in the context, that evidence exists.

03:37 1 Q. And if I understand you correctly, when
 2 Mr. Zambrano came back into the case in the last quarter of
 3 2010, he already had a preexisting agreement with the
 4 Plaintiffs to move this case along; is that right?
 5 A. Yes.
 6 Q. But it is also your testimony that notwithstanding
 7 his alleged preexisting agreement with the Plaintiffs to
 8 move this case along, Mr. Zambrano allegedly authorized you
 9 to then solicit a bribe from Chevron?
 10 A. Yes, that is correct. Your statement is correct.
 11 Q. Now, you've never alleged in any of your
 12 statements that you've ever had any information from any
 13 source that the Plaintiffs paid Judge Zambrano any money
 14 pursuant to this first agreement to move the case along;
 15 isn't that right?
 16 A. I have not stated that because I have no personal
 17 knowledge of the fact that Judge Zambrano and the
 18 Plaintiffs, in their agreement, included transfers of
 19 money. In that regard, Mr. Zambrano didn't tell me whether
 20 he received moneys for that purpose.
 21 Q. Right. Judge Zambrano never told you that the
 22 Plaintiffs paid him any money; correct?
 23 A. As regards the issues of moving the case ahead,
 24 Judge Zambrano at no time told me that he was going to
 25 receive moneys from the Plaintiffs for such an agreement.

03:40 1 Q. And you've never testified that the Plaintiffs
 2 ever represented to you that they paid any money to Judge
 3 Zambrano; am I correct?
 4 A. In that regard, I have not stated anything. If
 5 Judge Zambrano didn't affirm nor did he deny that he
 6 received money or that he didn't receive money in
 7 connection with moving ahead the case on behalf of
 8 Chevron's Plaintiffs, then I would not be able to make any
 9 statement in that regard. I have no personal knowledge of
 10 that.
 11 Q. Nor have you ever testified that in exchange for
 12 moving the case along, there was even a promise by the
 13 Plaintiffs to pay Judge Zambrano any amount, isn't that
 14 also; right?
 15 A. I have not stated that, because I have no personal
 16 knowledge of that, I repeat.
 17 But I have stated that I received \$1,000 a month
 18 by the Plaintiffs in order to move the process along in a
 19 faster manner.
 20 Q. So you're the only one who received money from the
 21 Plaintiffs, to your knowledge?
 22 A. I was the only one that was working in preparing
 23 the rulings. There was no other lawyers--no other lawyer
 24 providing assistance, working.
 25 Q. So Judge Zambrano returns to the bench in October

03:42 1 of 2010, after Chevron has moved for the recusal of Judge
 2 Ordoñez.
 3 Now, at this time, Mr. Zambrano does not ask you
 4 to immediately go back to the Plaintiffs; right? He asks
 5 you, instead, to go back to Chevron?
 6 A. Notwithstanding adverse situations, et cetera,
 7 Mr. Zambrano, in his heart of hearts, felt that, at some
 8 point in time, the Chevron thing could work. And far from
 9 benefiting from an amount of money promised at a future
 10 point in time, perhaps possibly he could receive firsthand
 11 the moneys. That is why, given these circumstances, up to
 12 a point he forces me or demands that I insist with my
 13 friends, with Chevron, with the lawyers, to put forth the
 14 specific proposal to allow them to draft the judgment in
 15 exchange for an amount of money to be negotiated.
 16 Q. And after Chevron declined, it's your testimony
 17 that Mr. Zambrano allegedly authorized you to seek an
 18 agreement with the Plaintiffs?
 19 A. Yes; that is correct.
 20 Q. And in the New York trial, you testified that
 21 Mr. Zambrano came up with the proposal that you personally
 22 transmitted to the Plaintiffs; correct?
 23 A. Yes, sir.
 24 Q. But again, you've got nothing to--no physical
 25 evidence to corroborate your discussion with Mr. Zambrano;

03:44 1 correct?
 2 A. But I do have them in connection with the proposal
 3 that I made to Plaintiffs' representatives on behalf of
 4 Zambrano when I said that I talked to Mr. Donziger. And I
 5 know that Mr. Donziger accepts that he spoke to me--that he
 6 spoke to me.
 7 Q. And to be clear, I'm not talking about your
 8 communications with Mr. Donziger with the Plaintiffs. I
 9 just want to focus you for a moment on your discussions
 10 with Mr. Zambrano. And I'm asking you, sir, whether you
 11 have any physical evidence to corroborate that Mr. Zambrano
 12 authorized you to have this conversation with the
 13 Plaintiffs--any email, any correspondence.
 14 A. With all due respect, I'm telling you I don't
 15 because it's obvious. Zambrano was the Presiding Judge in
 16 this case. And he, well, had given me a written order from
 17 his computer to mine, or a letter with a signature, well,
 18 had he done that--well, no person in his or her right mind
 19 would do that. That's my understanding.
 20 I don't have that in the terms that you want me to
 21 state it. I don't have them.
 22 Q. Now, you've previously testified that Mr. Zambrano
 23 had a lot of trust in you; correct?
 24 A. Yes, sir.
 25 Q. You've said that, "he had enough confidence in me

03:46 1 that he trusted that I would do what was proper and
 2 prudent."
 3 Would you generally agree that that was your
 4 testimony?
 5 A. Yes, sir.
 6 Q. And it was generally known in the community that
 7 you were close to Mr. Zambrano; isn't that right?
 8 A. The community knew that we had a very good
 9 communication and a good friendship, yes, the Lago Agrio
 10 legal community.
 11 Q. And specifically that you were close to
 12 Mr. Zambrano?
 13 A. I don't know from your viewpoint what you mean to
 14 say when you said that we were close to each other.
 15 We had a good friendship, a good communication,
 16 good understanding, and that is all. And there was trust,
 17 so much so that he asked me to be his writer--to help him,
 18 to be his ghostwriter, and I did it.
 19 Q. Are you comfortable to represent that you were
 20 close with Mr. Zambrano?
 21 A. I don't feel as comfortable when you talk about
 22 being close. Being close, it sounds to me that the matter
 23 is a bit askew.
 24 But I can tell you that we had a good friendship.
 25 Q. And if you turn to your Declaration of

03:50 1 presume or believe that you were, in fact, close to Judge
 2 Zambrano and was acting on his behalf; correct?
 3 A. Look, the representatives of Chevron, at least the
 4 lawyers--the Ecuadorian lawyers that represented Chevron
 5 knew that I was the first judge in this case. And they
 6 knew that I knew them; I was able to identify them, both
 7 Chevron's lawyers and Plaintiffs' lawyers.
 8 And when I came to them with the relevant
 9 proposal, well, at no time--at no time was I asked to
 10 justify the status that I was holding when I was discussing
 11 this with them.
 12 Q. If Chevron believed that you were close to
 13 Mr. Zambrano, you believed that you had a better chance of
 14 having Chevron agree to pay money; isn't that right?
 15 MR. KEHOE: Objection. It's another hypothetical
 16 as to what Chevron believed.
 17 MR. BLOOM: No. I'm asking him what he understood
 18 at the time.
 19 BY MR. BLOOM:
 20 Q. Did you understand at the time--
 21 PRESIDENT VEEDER: I think it's a fair question.
 22 It's his belief that's being queried.
 23 Please proceed.
 24 BY MR. BLOOM:
 25 Q. Do you understand the question, sir?

03:48 1 November 17th, at least as translated, it has you saying,
 2 not me--has you saying, "it was publicly known that I was
 3 close to Mr. Zambrano."
 4 MS. BEES: Which paragraph are you--
 5 MR. BLOOM: I'm sorry. Paragraph 12.
 6 BY MR. BLOOM:
 7 Q. Sir--
 8 A. I know that that is what it says.
 9 Q. Those are your words, are they not?
 10 A. Yes, sir.
 11 Q. And you wanted Chevron to know that you were close
 12 to Mr. Zambrano, did you not?
 13 A. At that point in time, many lawyers in the legal
 14 community of Lago Agrio--authorities, court employees,
 15 other judges, and other individuals--knew that Mr. Zambrano
 16 and I were very good friends, and we also had a
 17 professional relationship.
 18 Q. When you approached Chevron in 2009 and 2010, you
 19 wanted Chevron to know that you were close to Mr. Zambrano,
 20 didn't you?
 21 A. When, at that time, I approached Chevron via
 22 certain individuals, what I wanted was for Mr. Zambrano's
 23 position to be accepted for him and I to obtain a financial
 24 benefit at some point in time.
 25 Q. In which case, the Chevron representatives had to

03:52 1 PRESIDENT VEEDER: Please ask it again.
 2 THE WITNESS: Could you please repeat the
 3 question?
 4 BY MR. BLOOM:
 5 Q. Yes. At the time that you solicited Chevron for
 6 bribes, you understood that it was important, in order to
 7 secure a bribe from Chevron, that Chevron, in fact,
 8 believed that you were acting on behalf of Judge Zambrano?
 9 A. When I approached Chevron in--on two occasions, in
 10 2009 and in 2010, I did not expressly held [sic] that I was
 11 looking for a specific amount of money on behalf of myself
 12 or Ms.--on behalf of Mr. Zambrano.
 13 What I said is that I had the authority--or,
 14 rather, the authorization of Mr. Zambrano. I was looking
 15 for the possibility, if they so chose, if they so want, to
 16 establish a contact through me between them and Judge
 17 Zambrano, so that for some benefit to be determined at some
 18 point between them, certain goals be achieved.
 19 Now, in connection with that specific offer in the
 20 approximate terms that I'm expressing to the Tribunal, they
 21 said that they had no intention of heeding that kind of
 22 request.
 23 Q. When you say "that kind of request," what are you
 24 referring to?
 25 A. To the request of establishing a link to reach a

03:54 1 certain objective, in 2009, to speed up the process,
 2 preferably and, in 2010, to specifically draft the draft
 3 Judgment.
 4 Q. And you understood that if Chevron did not believe
 5 that you were acting on Judge Zambrano's authorization,
 6 that you would have no chance of securing a bribe from
 7 Chevron; isn't that also right?
 8 A. I do not know what Chevron believed. I cannot
 9 speak to that.
 10 Q. That's not my question. I want to focus on what
 11 you believed.
 12 At the time that you solicited a bribe, you
 13 understood that if you could not persuade Chevron that you
 14 were acting on behalf of Judge Zambrano and that you were
 15 close with Judge Zambrano, that the prospects of securing a
 16 bribe from Chevron would diminish markedly; isn't that
 17 correct?
 18 A. That is not correct.
 19 If you allow me, I think you're interpreting my
 20 answers in a manner that is not correct; you're
 21 mischaracterizing it.
 22 When I approached Chevron via third parties,
 23 Mr. Racines and via John Doe 1 in the second case, I did
 24 not say, "I come here on behalf of Mr. Zambrano to ask for
 25 \$10 million," just talking about an amount of money.

03:56 1 I said, "I come here on behalf of Mr. Zambrano,
 2 the judge of Chevron's case, to state to you, as the
 3 Chevron company, the possibility that, if you so wish,
 4 Judge Zambrano agrees to reach an agreement to establish a
 5 contact, hold conversations, friendly discussions to allow
 6 you eventually to draft a sentence as much as you like or
 7 dislike. This in exchange for some benefit, some amount,
 8 that is going to be determined in the future. And at an
 9 opportune time, that may be agreed between the both of
 10 you."
 11 As you see, Counselor, I did not go there to say,
 12 "I would like a bribe for Mr. Zambrano or for myself." I
 13 was not there saying that I was seeking a bribe. I was
 14 there just to establish a contact for that relationship to
 15 exist. That is how things transpired.
 16 PRESIDENT VEEDER: We're going to need a break.
 17 Would this be a good time?
 18 MR. BLOOM: I was just going to say that.
 19 PRESIDENT VEEDER: Let's come back at 4:15.
 20 Again, we ask you, please don't discuss the case away from
 21 the Tribunal. Thank you.
 22 (Brief recess.)
 23 PRESIDENT VEEDER: Let's resume.
 24 BY MR. BLOOM:
 25 Q. Mr. Guerra, it's your testimony from the New York

04:17 1 RICO case that Mr. Zambrano had assured you that once he
 2 had received the \$500,000 from the Plaintiffs, whether in
 3 installments or lump-sum, he would share 20 percent with
 4 you; correct?
 5 A. Well, if you allow me, if one can be explicit or
 6 implicit in regards to that of Mr. Zambrano, at no moment
 7 did he tell me that he was going to share 20 percent with
 8 me, but he said that I was going to receive a proper
 9 benefit to be subtracted from the total amount.
 10 Q. So, your testimony today is that he never assured
 11 you that you would receive 20 percent of \$500,000?
 12 A. That is correct.
 13 Q. But your testimony in the RICO case was a little
 14 bit different, was it not?
 15 A. For some circumstance, an abrupt remark due to a
 16 momentary situation of a mental nature, I got confused, and
 17 I mentioned the 20 percent but there was no statement in
 18 those terms.
 19 Q. Was there or was there not a sworn statement by
 20 you under oath that Mr. Zambrano, "had assured me that once
 21 he had received the \$500,000, whether in installments or
 22 lump-sum, he would share with me 20 percent"?
 23 MR. KEHOE: Objection. The Witness just answered
 24 the question. He said that he was confused, and he's
 25 asking it a second time now.

04:19 1 MR. BLOOM: I was clarifying because the end of
 2 his answer was there was no statement to that effect.
 3 PRESIDENT VEEDER: Please proceed.
 4 MR. BLOOM: It will need to be translated because
 5 this is the official English transcript, so if I may ask
 6 the interpreter to please interpret for the Witness the
 7 answer as he provided under oath, and I will quote it:
 8 "Mr. Zambrano had assured me that once he had received the
 9 \$500,000, whether in installments or lump-sum, he would
 10 share with me 20 percent."
 11 BY MR. BLOOM:
 12 Q. Sir, do you dispute that that was your sworn
 13 testimony under oath in New York?
 14 A. That was my sworn statement in New York, but what
 15 I said is that, because of a circumstance, because of a
 16 situation, I mentioned 20 percent when it wasn't true, and
 17 I think that, as a gentleman, I should say the truth, and
 18 we did not discuss--I did not discuss 20 percent with
 19 Mr. Zambrano--but we did discuss that he would share with
 20 me from what he received.
 21 Q. Sir, I'm not going to ask you about all of the
 22 financial benefits you received from Chevron. That's
 23 largely in the record, but at this time I want to ask you
 24 about the nature of some of your negotiations. Do you
 25 understand?

04:21 1 A. Yes.
 2 Q. Now, there came a time in 2012 when you met
 3 Chevron's representatives in a hotel in Ecuador; is that
 4 correct?
 5 A. Yes, sir.
 6 Q. And they approached you in 2012; right?
 7 A. Yes, sir.
 8 Q. And the purpose of this meeting was their
 9 solicitation of you, of your cooperation with them; is that
 10 also correct?
 11 A. The purpose of that meeting, based on my
 12 understanding, was to request my cooperation for me to be
 13 the liaison with Mr. Zambrano.
 14 Q. So, they were asking for you to cooperate and also
 15 to ask you to cooperate by creating a connection with Judge
 16 Zambrano; was that correct?
 17 A. If you allow me, I would like to elaborate briefly
 18 on your question.
 19 Q. Sir: Chevron's representatives told you that they
 20 had money with them; isn't that right?
 21 A. At some point in time, yes.
 22 Q. And they specifically told you that they had
 23 \$20,000 in cash; is that right?
 24 A. Yes, sir. That's what they said.
 25 Q. Approximately the same amount of your construction

04:23 1 debt at that time?
 2 A. It is possible that was the case.
 3 Q. Possible, or likely?
 4 A. Likely, and possible.
 5 Back then the 20,000 as a debt advance--yeah, it
 6 could have been that amount, a bit more, a bit less.
 7 Q. Do you recall one attorney for Chevron,
 8 Mr. Rivero, telling you, in fact, that he was an attorney
 9 for Chevron?
 10 A. Yes, I do remember that.
 11 Q. And do you remind--I'm sorry. And do you remember
 12 him telling you that he did not mind setting a starting
 13 figure?
 14 A. He may have said that.
 15 Q. Do you recall him saying that?
 16 A. I do not remember in those words. I need to look
 17 at the translation into Spanish.
 18 Q. We do have the translation in Spanish of this if
 19 you want to see that, and that is at Tab 12 at 49.
 20 While it's being looked for, let me represent to
 21 you that the Transcript does say, "I'm an attorney. I
 22 don't mind setting a starting figure, right? Starting.
 23 Understand? Or what do you think?"
 24 And my question to you, sir, is what does the term
 25 "starting figure" mean to you?

04:26 1 A. Upon reading the content of what Mr. Rivero said,
 2 it is a little bit confusing because it is not precise,
 3 straightforward, but this is another person who is speaking
 4 and saying, yes, yes, we do have \$20,000 in our hand, so
 5 that certainly led me to understand what they wanted, to
 6 make the proposal, what was the proposal? That they had
 7 \$20,000 to begin conversations or to talk about the
 8 possibility of giving them to me.
 9 Q. So, you understood that this would be a
 10 negotiation; right?
 11 A. Yes, because they had already told me that they
 12 could buy my computer and the evidence that I had said I
 13 had, and I had also already told them the issue,
 14 specifically, in relation to the planners--with the
 15 calendar, with the calendar that I always had at hand.
 16 Q. And after Chevron told you that they had \$20,000
 17 of cash with them, you responded by asking Chevron's
 18 representatives to add a few zeros as your price as part of
 19 your negotiation. Do you remember that?
 20 A. Yes, I do remember that at some point regarding
 21 this I've said that was a joke. And Ecuadorians sometimes
 22 are playful, and we're not very serious as other people as
 23 in other cultures. We're not dry.
 24 Q. You stated several times that \$20,000 was very
 25 little, or so little. Isn't that also right?

04:28 1 A. I may have said that.
 2 Q. You even counteroffered \$50,000 for your evidence;
 3 isn't that also correct?
 4 A. I thought that the Judgment draft would be-- that's
 5 what I remembered and I believed the draft judgment was
 6 going to be in the computer.
 7 Q. Let me ask the question again because I'm not sure
 8 that you answered the question I asked.
 9 When they offered you as a starting figure
 10 \$20,000, you counteroffered \$50,000; am I correct?
 11 A. Not exactly. They said that they had 20,000 and
 12 also led me to believe that they would have that amount of
 13 money and that they could initiate a negotiation with that
 14 amount of money. Yes, at some point, I said, well, why
 15 don't you add some zeroes to that amount, and then later on
 16 I said, "I think it could be 50,000."
 17 But to be candid, they said we can only give you
 18 18, and I said, okay, I take them.
 19 Q. So, you did suggest that perhaps they could make
 20 the offer of \$50,000; correct?
 21 A. Yes, I did.
 22 Q. And you also argued to the investigators that you
 23 met with that they probably have spent about \$50,000 in
 24 hotels alone; correct?
 25 A. I do not recall having done that. Possibly I did.

04:30 1 If it's in some of the transcripts, then I did it.
 2 Q. So, you were trying to negotiate a better price
 3 than the \$20,000 in cash that they brought with them; isn't
 4 that right?
 5 A. Possibly I intended to do that because I had the
 6 mental assurance, if you will, that the draft judgment was
 7 in my computer. Later on, hours later, on the same date,
 8 when a technical person that was called by them reviewed
 9 the computer and was unable to find to find the draft
 10 Judgment, well, in the end I accepted: They said, "Look,
 11 we can only give you \$18,000," and I accepted without
 12 qualms, and I said okay, well, 20,000, they had and they
 13 needed 2,000 to go back to their country to cover their
 14 expenses, and I thought, well, I'm not going to leave them
 15 without some pocket money that they can use to meet their
 16 needs. That's okay. I have no issue with that, and I
 17 received the 18,000.
 18 Q. During this negotiation, the Chevron
 19 representatives even showed you the money in the hotel, in
 20 the safe, did they not?
 21 A. I was shown it, yes.
 22 Q. Did they offer to show you the money, or did you
 23 ask to see it?
 24 A. As far as I can recall, one of them took me by the
 25 arm and said, "Look, look, look what's down there. We have

04:32 1 \$20,000 there." "Oh, okay very well, very well." That was
 2 it. I didn't ask to see that. Specifically, one of them
 3 was the one that led me to take a look at it. It was
 4 inside a safe.
 5 Q. And it was your understanding that they were
 6 trying to use the cash to induce you to cooperate with
 7 them; is that correct?
 8 A. I understood at that point in time that the time
 9 had come to make the decision to provide part of the
 10 evidence I had, collect the money or not to do it.
 11 Q. And they ultimately went to your house; correct?
 12 A. Yes, they did.
 13 Q. And they brought the cash with them, didn't they?
 14 A. Yes, I understand--yes.
 15 Q. And they paid you at that time the \$18,000 in cash
 16 at your house; isn't that right?
 17 A. Not at that time.
 18 We arrived at my home at about 1:00 p.m. in the
 19 afternoon, and I allowed myself to invite them to lunch.
 20 After that, with my authorization, they reviewed the
 21 contents--the contents of the computer. Later on, they
 22 called an American man who was a computer technician, and I
 23 also allowed him to come into my home and to revise my
 24 computer.
 25 And at the end, when the technical person said

04:34 1 that he did not find the draft Judgment, that he was unable
 2 to find the draft Judgment, amongst other things, then at
 3 around 5:00 or 6:00 p.m. that day, they told me, look, we
 4 have \$18,000 to give you for this. We were unable to find
 5 it. We were unable to find the main document. Had we been
 6 able to find it, we would have been able to offer you a
 7 larger amount, something like that, we have 18,000 for you,
 8 and we're going to take the computer with us.
 9 I agreed, and at the time, at the end of that day,
 10 close to the nighttime, I received the \$18,000 that were
 11 given to me. Earlier on, I had accepted to receive a
 12 laptop computer that was going to replace the one that they
 13 were going to take with them.
 14 Q. So, you received the \$18,000 of cash the same day
 15 that they came to your house, and within hours of coming to
 16 your house; correct?
 17 A. Yes, sir.
 18 Q. And at that time did you discuss the value of what
 19 you were giving to them?
 20 A. Excuse me, could you repeat the question? I
 21 wasn't--it wasn't clear, in my mind.
 22 Q. I'll ask you a different question, then.
 23 From your perspective, at the point that you gave
 24 them your evidence, you understood that what you gave them
 25 wasn't worth anything to you; correct?

04:36 1 A. It's an expression that I've used in one of the
 2 statements, but I can say to you that this computer was
 3 somewhat old, a bit oldish--that's what we say--and the
 4 data, the information included in that computer, from my
 5 viewpoint, was not beneficial to me, financially beneficial
 6 to me. There were a number of other rulings, 100-some
 7 rulings, from cases that I had prepared for Judge Zambrano
 8 that had already been issued, so from that viewpoint, for
 9 me at that point in time, the computer and the contents
 10 thereof didn't have a lot of significance, economically
 11 speaking. Other than practical. It was the only computer
 12 at home. I had pictures of my family, things from my
 13 grandchildren, et cetera.
 14 Q. And because what you were giving them had no value
 15 to you, you understood that they were essentially gifting
 16 you the \$18,000 of cash; isn't that right?
 17 A. At some point in time I did state it in that way,
 18 but, given the explanation that I gave in my previous
 19 answer, well, that also corresponds to this one.
 20 Q. And you were hoping for still more money from
 21 Chevron; wouldn't you agree?
 22 A. At that date? No, sir.
 23 Q. Well, you understood from the Chevron
 24 representatives that you would get more money if you could
 25 establish a connection with Judge Zambrano; isn't that

04:38 1 right?
 2 A. Yes, sir.
 3 Q. In fact, you don't dispute that you testified in
 4 deposition under oath, and I quote, "I understood from the
 5 representatives of Chevron that I would get more money once
 6 I was able to establish a connection between them and
 7 Mr. Zambrano"? You don't dispute that that was your sworn
 8 testimony; correct, sir?
 9 A. No, sir. I knew that because the representatives
 10 of Chevron expressly told me that once I was able to
 11 arrange a meeting between them and Zambrano, then there was
 12 going to be a little bit of money, additional money for me,
 13 some financial benefit, additional financial benefit.
 14 Q. So, that became a goal of yours, didn't it?
 15 A. Let us not forget, with all due respect, that in
 16 all this mess, in all this matter, I got into it because of
 17 the initial insinuation by Mr. Zambrano. I thought that
 18 the specific physical evidence in connection with the
 19 judgment was going to be given by Zambrano and not by
 20 myself. I thought that Chevron's purpose--the purpose of
 21 Chevron's representatives had to do with Mr. Zambrano and
 22 not with myself.
 23 Then, at the end, all my struggle, my actions, my
 24 telephone calls, my work--all that was focused on
 25 Mr. Zambrano, and Mr. Zambrano insisted and insisted in

04:40 1 saying, how much am I going to get? And I said, you have
 2 to meet with him, and they said, no, they need to tell you
 3 how much they're going to give me, and that was the
 4 dispute, and that is why things got delayed.
 5 Perhaps from May until October, when Mr. Zambrano
 6 finally says: "I'm no longer in, I'm going to exit this
 7 issue definitively."
 8 Q. And I'm going to ask you again, respectfully, to
 9 listen to my question and to try to answer my question.
 10 You have already acknowledged that, under oath,
 11 that you understood that you would get more money from
 12 Chevron once you were able to establish a connection
 13 between Chevron and Mr. Zambrano. My question was: That
 14 became a goal of yours. You had hoped to create a
 15 connection between Chevron and Mr. Zambrano because you
 16 expected to get more money if you did?
 17 A. Yes, sir.
 18 Q. In fact, as you sought the priority what would be
 19 most valuable to Chevron and redound to your economic
 20 benefit would, in fact, be for you to establish a link or a
 21 connection between Chevron and Mr. Zambrano; would you
 22 agree with me?
 23 A. Yes, sir.
 24 Q. In fact, you previously have testified that, at
 25 that point, the priority for you was to establish a link or

04:42 1 a connection with Zambrano?
 2 And the Chevron representatives made it clear to
 3 you that they hoped that they could get your cooperation
 4 for money; isn't that also right?
 5 A. Yes, somewhat that's what they did, yes.
 6 Q. In fact, they said to you--and I'm quoting--"the
 7 Americans have a saying that I believe is good also. They
 8 say 'money talks.'"
 9 Do you remember Mr. Rivero saying that to you?
 10 A. Yes. He made a reference in those terms somewhat,
 11 yes, I do remember that.
 12 Q. And you responded by saying: "There's a saying
 13 here, and I think it's worldwide. It says: 'Money talks,
 14 gold screams.'"
 15 That's how you responded to him; isn't that right?
 16 A. Yes, sir.
 17 Q. Now, when Chevron's representatives said to you
 18 that money talks, what did you think that meant?
 19 A. I understood that they were assuring to me that
 20 once I met the objective of linking them with Zambrano
 21 which, in my understanding, was their wish, the wish that
 22 they had, then I was going to receive an economic benefit.
 23 Q. And what did you mean when you said that "money
 24 talks" but "gold screams"?
 25 A. I was seeking somehow to indicate to them that in

04:45 1 Latin America that we also have expressions that are
 2 somewhat similar to the American expressions that they
 3 cited.
 4 Q. Did you intend to convey to the Chevron
 5 representatives that the more they gave you, gold compared
 6 to just money, the more you were willing to cooperate with
 7 them, the more you would give them what they wanted?
 8 A. I did not, sir.
 9 Q. And just to be clear, you were always looking to
 10 maximize your negotiating position, were you not?
 11 A. Somehow, yes, I was trying to improve my position
 12 so that--ahead of a possible future negotiation.
 13 Q. Can you recall how you tried to increase your
 14 negotiating position with the Chevron representatives? For
 15 example, if this will help you, can you remember things you
 16 said or did with the purpose of increasing your leverage in
 17 the negotiation?
 18 A. Yes, some things--I must recognize that I did
 19 exaggerate about them, yes.
 20 If you allow me, when we are looking for a job,
 21 you say, how much experience do you have, and in fact you
 22 really don't have any experience, and you say, well, I have
 23 ten years of experience really. It's a situation just like
 24 that.
 25 Q. And among the ways you tried to leverage your

04:47 1 position was to falsely tell the Chevron representatives
2 that the Plaintiffs had offered you \$300,000; isn't that
3 right?
4 A. Yes, sir. I lied there. I recognize it. I
5 wasn't truthful. That statement was never made by the
6 representatives of the Plaintiffs.
7 Q. But your intent was to improve your negotiating
8 position, your leverage, with the Chevron representatives;
9 correct?
10 A. Yes, sir. Somehow that was it, yes.
11 Q. And how did you believe lying to the Chevron
12 representatives and falsely stating that the Plaintiffs had
13 offered \$300,000 to you would give you more leverage with
14 Chevron in your negotiations?
15 A. That way--I possibly didn't think about it, I was
16 careless, certainly I was hasty. They were asking
17 questions in an abrupt manner, if you will. I never went
18 ready to face that kind of answers, and they posed those
19 questions. And I answered those questions without thinking
20 duly thinking about my answers. I answered right away.
21 And, obviously, I made mistakes. I know it.
22 Possibly I thought that, in this specific case,
23 well, if I said to them that I was going to get a benefit
24 of \$300,000, and you, Chevron representative, can do
25 something, well, perhaps you can give me double or would be

04:48 1 able to give me double. Perhaps that was it.
2 Q. You wanted Chevron to outbid how much you
3 represented the Plaintiffs were paying to you; is that
4 correct?
5 A. No, sir. I didn't want that. I didn't think
6 about that. The only thing that I thought was to improve
7 my position vis-à-vis further benefits that I could receive
8 down the line.
9 Q. In fact, in deposition, you testified that you
10 made what you called a number of exaggerations; correct?
11 A. Yes, sir. Yes.
12 Q. You said: "A number of those things were
13 exaggerated, well, they weren't very precise as to space
14 and time." Do you remember that testimony generally, sir?
15 A. Yes, I have stated that, and I know that that has
16 been evidenced in documents, recordings related to these
17 inconsistencies that were to be found in my answers.
18 Q. And also in that same deposition, you testified
19 under oath that you were "hoping that in the future I could
20 obtain a larger benefit or earning." You don't dispute
21 that testimony, do you?
22 A. I do not dispute it.
23 Q. And you saw your cooperation with Chevron as one
24 way of making some money; isn't that correct?
25 A. Truth be told, when I understood that I had to

04:51 1 specifically accept or not accept the challenge to speak
2 the truth in connection with my intervention, well, that
3 time was by mid-October 2012. Then I finally took the
4 decision, and I said to myself, okay, I will either--either
5 I speak the truth or I will forever hold my peace, and I
6 decided to tell the truth to keep a clear conscience.
7 Q. But you also just testified that you were in a
8 negotiation, you were trying to leverage your position to
9 make more money and that you were hoping to make more
10 money.
11 MR. KEHOE: Objection. We have confusing time
12 frames. The question about hoping to make more money was
13 in connection with the conversations he was having with the
14 investigators, and then counsel went to the January
15 Cooperation Agreement, and there is confusion.
16 MR. BLOOM: I have not talked about the January
17 Cooperation Agreement at all.
18 MR. KEHOE: I believe you did, when you said an
19 agreement with Chevron. That's certainly what I
20 understood, and it's apparently what the Witness
21 understood.
22 PRESIDENT VEEDER: If you would specify the
23 particular date, I think you can rephrase the question.
24 BY MR. BLOOM:
25 Q. To be clear, I'm still focused on your

04:52 1 conversations with the investigators.
2 Now, you provided certain evidence and you got
3 \$18,000, so you did reach some kind of agreement with the
4 investigators in Ecuador in 2012; isn't that correct?
5 A. Yes, sir.
6 Q. And while you were talking to the investigators in
7 Ecuador, you were trying to leverage your position. You've
8 already testified to that; correct?
9 A. In my initial discussions with representatives of
10 Chevron in Quito, in Ecuador, I sought to improve my
11 position. But then I ceased to do that when I understood
12 that the dye had been cast, that the objective was
13 Zambrano, and I stopped doing that even more when Zambrano
14 told me on 14 October that he was no longer going to go.
15 Q. You got \$18,000 in cash, promises or hopes of more
16 money while you were talking to the investigators, and at
17 this very time, you falsely said you were getting \$300,000
18 from the Plaintiffs, and my question, in light of all of
19 that which you have testified to, is you saw that by
20 cooperating with Chevron, by giving Chevron what it wants,
21 that that would be an avenue through which pursuant to
22 which you could make money: "Money talks, gold screams."
23 Can you confirm for us that you saw your cooperation with
24 Chevron as a way of making money?
25 A. I started conversations with Chevron's

04:54 1 representatives at the request of Mr. Zambrano. He wanted
2 to know specifically how much Chevron was going to offer to
3 Mr. Zambrano for expressing its truth in connection with
4 the preparation of the Chevron Case Judgment, but he didn't
5 want to do it personally. He wanted to do it through me,
6 and possibly he wanted to receive the money, if that had
7 been the case, not personally by through me. That's my
8 understanding.

9 And these comings and goings, in these
10 discussions, these gentlemen, of evidence that I gave to
11 them, they gave me \$18,000, and I received it, yes. Then
12 later on-- and they told that to me, and I understood,
13 that perhaps other revenues could be given to me. Probably
14 that would be the case once Chevron's representatives met
15 or spoke with Mr. Zambrano.

16 When this never happened, when that possibility
17 was forever closed, this happened by mid-October 2012,
18 Chevron's representatives expressly told me that the
19 purpose in those circumstances was myself.

20 And given those circumstances, in November of that
21 year, I provided another set of documents, evidence, and I
22 received an additional \$20,000 because at that point in
23 time I asked them for that amount of money.

24 Q. I'm just going to ask this one more time, then I
25 promise I will move on. You have my assurance, sir.

04:56 1 From June of 2012 to November 2012, when you were
2 paid the 18,000, the subsequent 20,000, the period of time
3 when you asked Chevron's representatives to add zeroes to
4 their offer of \$20,000, to your counteroffer of \$50,000, to
5 your misrepresentation that the Plaintiffs were paying you
6 \$300,000, did you, in fact, see your cooperation with
7 Chevron as a way of making money for yourself?

8 MR. KEHOE: I have to object to the question
9 because counsel went from June to November. It's confusing
10 because the Witness has just testified that things changed
11 in October when Zambrano said that he wouldn't participate,
12 so it is a very confusing question, based on what the
13 Witness had just testified to a moment ago.

14 MR. BLOOM: I will ask it a little bit
15 differently.

16 MR. KEHOE: Okay.

17 BY MR. BLOOM:

18 Q. At any time between June and November 2012, did
19 you see your cooperation with Chevron as a way for you to
20 make money?

21 A. The money that I received from Chevron was in July
22 2012, and later on, the final money in Ecuador was on
23 November 2, 2012. Before July in the month of June, I
24 didn't think that I was going to receive anything from
25 Chevron. I thought that my actions of becoming an

04:58 1 interlocutor, a link between Chevron's representatives and
2 Zambrano, and then the "connector" between Zambrano and
3 Chevron's representatives, I thought that that was going to
4 yield some benefit for me, however small that benefit may
5 have been.

6 Q. I promised to move on, and I will.

7 Let's turn to the subject of the Memory Aid.

8 Now, what you called a Memory Aid was yet another
9 source of cash from Chevron, was it not?

10 A. Look, the Aide Memoire when in late March/early
11 April 2013, well, when I obtained that document and I
12 provided it to Chevron through my lawyer, well, at that
13 time I didn't know that the possibility existed that I was
14 going to get 10,000 additional dollars for that document.
15 That matter had been discussed by my lawyer, and I did not
16 expressly ask to be given not even one cent. This,
17 regardless of everything else, I had my heart, I had my
18 feelings, I have never been a thief with a gun--so that you
19 understand what I'm trying to say--in those kinds of
20 things, and the \$20,000 came from Chevron.

21 It was said to me that my lawyer had obtained
22 that, and I said you are very kind, thank you very much.

23 Q. So, providing the Memory Aid of Chevron was, in
24 fact, another source of cash from Chevron?

25 A. That was the effect, but at any time, as I said,

05:00 1 did I have the intention at least to say this is what I
2 have, and you need to give me money. I already said that
3 my lawyer, my attorney had arranged this, he was--but that
4 was the result.

5 Q. Right. I understand.

6 The payment of \$10,000 from Chevron surprised you,
7 did it not?

8 A. Honestly, the payment of \$10,000 was unexpected.
9 Let me be very honest.

10 Q. But you still took the money; correct? You didn't
11 give it back to them?

12 A. I spent it.

13 Q. Now, during your discussions with Chevron's
14 investigators in 2012, you told them that Pablo Fajardo,
15 one of the Plaintiffs' representatives, in fact, prepared
16 and gave you the Memory Aid to assist you in revising the
17 Lago Agrio Court Judgment. That's what you told them;
18 correct? And we will go through--I understand that you
19 have a different recollection now, but I just want to
20 confirm for the Tribunal that when you first spoke with
21 Chevron's representatives you told them that Pablo Fajardo
22 gave you the Memory Aid to assist you in revising the Lago
23 Agrio Court Judgment; correct?

24 A. Let me see. I recalled the issue of the Aide
25 Memoire in general terms. This is something that I

05:02 1 mentioned to Chevron's attorneys in Quito, and yes, I
2 remembered, I had it in my mind, in those circumstances,
3 that I received the memory aid by email or that I received
4 it in Quito on a memory flash," et cetera, et cetera. And,
5 yes, I requested said memory aid from Mr. Fajardo once I
6 reviewed the draft Judgment, and I saw some concerns in
7 connection with some issues that I had discussed with
8 Mr. Fajardo over the phone, and Mr. Fajardo proceeded in
9 due time to provide me the memory aide.

10 Q. And I'm going to walk you slowly through the
11 different statements that you have made as it relates to
12 the provision of the so-called "Memory Aid."

13 In June of 2012, you told Chevron's investigators
14 that Pablo Fajardo e-mailed you that document. I think you
15 just confirmed that, but is that correct?

16 A. Yes. I said that on that date.

17 Q. In fact, you told them that several times on that
18 date, on June 25, 2012; isn't that correct?

19 A. Back then, that was my recollection. But you also
20 need to remember that, that talk, those assertions, at that
21 time I did not swear over the life of my mother that that
22 was the final word. That's how I remembered it.

23 Q. And then on November 17, 2012, which is, again,
24 the Declaration that we have relied on previously, that
25 was--that Declaration was, in fact, made under oath, was it

05:06 1 Q. But you nonetheless have testified that you at
2 least remember calling Mr. Fajardo on his cellphone; isn't
3 that right?

4 A. Yes, sir, I did call him.

5 Q. And you remember that he told you not to worry.

6 A. I remember that he said that, given my concerns,
7 the concerns that I stated, I detailed the concerns I had
8 in connection with the document that I had just read; and,
9 in that regard, he told me that for me to have a better
10 vision, a better view of the problem, he was going to give
11 me an Aide Memoire that had some aspects connected to the
12 concerns that I mentioned.

13 Q. And both in June of 2012 and then in your
14 Declaration of November of 2012, you reaffirmed that your
15 recollection at that time was that Mr. Fajardo also told
16 you that he would e-mail you a Memory Aid; correct?

17 A. That is stated--if that is stated in the
18 Declarations in the testimony that you mentioned, the
19 answer is yes.

20 Q. But Chevron's representatives did not want your
21 word for it; they actually wanted to review your hard
22 drive, did they not?

23 A. I do not know what Chevron's gentlemen want. If
24 they are referring to my hard disk or--I don't know what
25 hard disk you're referring to.

05:04 1 not?

2 A. Yes, sir.

3 Q. And in that Declaration, you did swear to tell the
4 truth, and you said, and I quote--and this is at
5 Paragraph 26--"I remember that I called Mr. Fajardo on his
6 cellphone to ask him about some sections of the document
7 that confused me. Mr. Fajardo told me not to worry, and
8 that he would e-mail me a Memory Aid to clarify my
9 questions. Mr. Fajardo e-mailed me a document around ten
10 to 12 pages titled 'Memory Aid' with some information about
11 the case."

12 So, that's what you said on November 17th, sir;
13 correct?

14 A. Yes, sir. That's on the record.

15 Q. And you specifically represented that you called
16 Mr. Fajardo on his cellphone; am I right?

17 A. Yes, sir.

18 Q. And there are no cellphone records that you are
19 aware of that confirm that phone call to Mr. Fajardo; isn't
20 that also right?

21 A. I tried to obtain those records. I requested
22 them, but it seems that my phone did not maintain those
23 records since it was a pre-paid phone as I was informed by
24 the company. Mr. Fajardo may have those records; that is
25 likely.

05:08 1 Q. You understand that Chevron looked through all of
2 your saved e-mails, and they looked for a record that the
3 Memory Aid was e-mailed to you by Pablo Fajardo; is that
4 your understanding, sir?

5 A. If you allow me, I would like to say the
6 following: On the first day, when Chevron's
7 representatives went to my domicile in Quito, which was on
8 July 13, 2012, the day I gave them the computer, the day I
9 received the \$18,000 from them before they left my house, I
10 accepted to give them the passwords and also the code words
11 to go into--the passwords to go into the e-mail. They
12 tried to go into the contents of all of the documentation
13 on the e-mail, but they received the information that the
14 e-mail had been closed down, and that the information had
15 been lost, and I testified that that was the case.

16 Q. The bottom line is that Chevron advised you that
17 they never found the Memory Aid e-mail to you; am I
18 correct?

19 A. What I'm saying is that on the day I gave my
20 computer to Chevron representatives, they also placed a
21 phone call from their own cellphone to somewhere to the
22 U.S. asking for access, giving the user name and also the
23 access code, and they were unable to access my accounts.

24 So, from that very moment, they knew that the
25 e-mail and also all of the information that I had been

05:11 1 referring to was not going to be found there because it had
2 been lost.
3 Q. You initially recalled receiving the e-mailed
4 document from Mr. Fajardo while you were at your home in
5 Quito; correct? That's how you first recalled it.
6 A. Yes. I had said that I may have received it
7 through--via e-mail or a USB drive.
8 Q. While you were at your home?
9 A. Yes.
10 Q. And then your memory changed after that, and you
11 subsequently recalled working not from Quito but from Lago
12 Agrio. And instead of receiving it while at home, you
13 recalled receiving it at an internet cafe. That was a
14 later recollection, was it not?
15 A. Look, with all due respect, the human mind cannot
16 be totally infallible, absolute, like computer. And there
17 are memories that evolve over time little by little when -
18 as when one focuses mentally on certain facts. When
19 Chevron's representatives were asking me questions that
20 way, by that very way, or sharply, so to speak, well I
21 would say just about anything without paying too much
22 attention to its essence. So I accept, admit that there
23 are inconsistencies, but definitely in the main these are
24 details I fine-tuned, especially regarding the final
25 November affidavit I submitted for the RICO case

05:13 1 Q. And today, your recollection is no longer that you
2 received it in an internet cafe or even by e-mail. Your
3 current recollection is that it was hand-delivered to you
4 by Mr. Fajardo; correct?
5 A. Yes, sir, at some point. I already said it. That
6 is the case.
7 Q. And that's very different from having received it
8 by e-mail.
9 A. I was in Lago Agrio. Mr. Zambrano was in Lago
10 Agrio back then. And logic tells us that there was no need
11 to send me an e-mail when Mr. Zambrano did not have
12 internet or a computer at home.
13 PRESIDENT VEEDER: Just stop. Are you meaning to
14 refer to Mr. Zambrano in your answer?
15 THE WITNESS: Mr. President, I meant that when I
16 received this document, the Aide Memoire, Mr. Zambrano did
17 not have internet connection at home, and he did not have a
18 personal computer at home.
19 PRESIDENT VEEDER: Thank you.
20 MR. BLOOM: The one concern that a colleague is
21 asking is whether the interpreter might be getting a little
22 bit tired.
23 PRESIDENT VEEDER: I think that is a real concern.
24 I think we ought to finish quite soon.
25 Have you got many more questions for this evening?

05:15 1 MR. BLOOM: I could stop now.
2 PRESIDENT VEEDER: Let's stop now.
3 MR. KEHOE: Thank you.
4 PRESIDENT VEEDER: Let's stop today now. It's
5 5:15. We're going to resume tomorrow at 9:30. If you
6 could come back, please, for further questions at 9:30
7 tomorrow morning. In the meantime, we ask you not to
8 discuss the case or your testimony with anyone, not until
9 you come back before the Tribunal at 9:30 tomorrow.
10 Do you understand that?
11 THE WITNESS: Yes, sir. Please rest assured that
12 I will observe this order.
13 PRESIDENT VEEDER: You may leave the table.
14 THE WITNESS: Thank you.
15 PRESIDENT VEEDER: Mr. Bloom, we're not tying you
16 down, but just to get some idea of planning.
17 MR. BLOOM: I think I am on pace to finish by late
18 morning, by lunch.
19 PRESIDENT VEEDER: I understand. And, again, you
20 probably can't say, but on redirect re-examination, it will
21 take us to the end of tomorrow, or will it take us into
22 Saturday?
23 MR. KEHOE: It will not take us into Saturday. It
24 may take us towards the ends of the day, but that's--
25 PRESIDENT VEEDER: That's fine.

05:17 1 MR. KEHOE: Yeah.
2 PRESIDENT VEEDER: Thank you very much.
3 MR. KEHOE: Thank you.
4 PRESIDENT VEEDER: Until 9:30 tomorrow. Thank
5 you.
6 MR. BLOOM: May I ask one question?
7 PRESIDENT VEEDER: Yes.
8 MR. BLOOM: Because we had talked about it before,
9 if we were going much faster than expected, we were talking
10 about whether Mr. Lynch will be here tomorrow. So, I
11 just--my only question--we could wait and provide and have
12 Mr. Lynch here on Monday, or we could proceed tomorrow, but
13 I wanted to know before we adjourn for the evening.
14 MR. BISHOP: I think that if it's--there's a fair
15 likelihood that we will take a good bit of the afternoon,
16 we would prefer to start with Mr. Lynch on Monday. Is
17 that--if we could have that agreement, that's what we would
18 prefer.
19 PRESIDENT VEEDER: Is that agreeable?
20 MR. BLOOM: Yeah, we're amenable either way.
21 PRESIDENT VEEDER: Let's do that. We won't start
22 Mr. Lynch, provided we went into the afternoon, until
23 Monday. Monday morning.
24 Thank you.
25 (Whereupon, at 5:18 p.m., the Hearing was

05:18 1 adjourned until 9:30 a.m. the following day.)

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CERTIFICATE OF REPORTER

I, David A. Kasdan, RDR-CRR, Court Reporter, do hereby certify that the foregoing proceedings were stenographically recorded by me and thereafter reduced to typewritten form by computer-assisted transcription under my direction and supervision; and that the foregoing transcript is a true and accurate record of the proceedings.

I further certify that I am neither counsel for, related to, nor employed by any of the parties to this action in this proceeding, nor financially or otherwise interested in the outcome of this litigation.


 DAVID A. KASDAN