

CERTIFIED TRANSLATION

DECLARATION OF RAMIRO FERNANDO REYES CISNEROS

I, RAMIRO FERNANDO REYES CISNEROS, hereby declare as follows:

1. I am a citizen of Ecuador, born in Quito, Ecuador, on **REDACTED**. I reside at **REDACTED**
REDACTED, and my national identification number is **REDACTED**. I affirm I am over the age of 18 and do not suffer any physical or mental disabilities. I have personal knowledge of the facts set forth herein, and if called upon to testify, I would and could testify thereto.
2. I have not asked for, received, nor been offered any money or other compensation, nor have I received any promises or commitments of future compensation of any kind, in exchange for signing this sworn statement.
3. I am a petroleum and environmental engineer. I received a degree in petroleum engineering from the School of Geological, Mining, Petroleum and Environmental Engineering of the Central University ("School of Geological Mining, Petroleum and Environmental Engineering") in Quito, Ecuador, in 1978. I received a master's degree in petroleum engineering from the School of Geological, Mining, Petroleum and Environmental Engineering, in 1983. I also received a post-graduate degree in environmental control and industrial development from the State University of Ghent, Belgium, in 1988.
4. I have worked in the hydrocarbons field in the state sector, in private industry, and as an independent consultant. Here is an overview of my employment history: From 1975 to 1987, I worked as a petroleum engineer at the Ministry of Natural and Energy Resources, today called the Ministry of Non-Renewable Natural Resources. Afterwards, from 1987 to 1992, I served as Director of Environmental Rules and Regulations at the National Directorate of Environmental Protection (DINAPA), in the same Ministry. In 1992, I worked as National Director of Environmental Protection at the same Ministry. From 1992 to 1995, I worked as Environmental Coordinator at Maxus Ecuador, Inc. From 1996 to 2000, I was Environmental Manager at Fugro-Petrokem and at ENSR, both environmental consulting companies. Later, for a short time in 2000, I worked as Executive President of PENSERTEC. From 2000 to 2004, I was the Director of the Enhanced Oil Recovery Center (CERMEP) at the Central University of Ecuador. From 2004 to 2007, I worked as an independent consultant for a variety of clients, and in 2007, I worked in

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Petroproducción as Coordinator of the Enhanced Oil Recovery Project. From 1988 until the present, I have been an adjunct professor of the Enhanced Oil Recovery course at the Petroleum School of the Faculty of Geology, Mines, Petroleum and Environment at the Central University of Ecuador.

5. I am currently employed as a petroleum engineer by Ivanhoe Energy Ecuador, which is developing an extra-heavy crude oil production block known as the Pungarayacu Project in Ecuador.
6. I have published two books. The first one, in 1999, was titled "Prospects of Enhanced Recovery in Ecuador." In November 2005, I published my most recent book titled "Oil, the Amazon and Natural Capital." I have published more than 30 articles related to the oil industry and environmental control.
7. My first involvement regarding Texaco's activities in Ecuador was in 1987, when I met Judith Kimerling. At the time, I was the Director of Environmental Rules and Regulations at the National Directorate of Environmental Protection (DINAPA) of the Ministry of Natural and Energy Resources, and Ms. Kimerling visited me in my office to discuss research she was doing on the social and environmental impact of crude oil production in Ecuador. At the time, I was concerned with the issue of environmental remediation, as I am today, and I saw Ms. Kimerling's project as an opportunity to break the Government's official silence on the subject. I advised Ms. Kimerling on the analysis of technical data on oil production activities in the Oriente region [of Ecuador,] which Ms. Kimerling later used in her book titled "Amazon Crude," published in 1990.
8. Some years later, in 1996, I became involved in the matter of Texaco's activities in Ecuador when I worked as a technical expert for a geotechnical consulting company called Fugro McClelland. Fugro was involved in supervising the environmental remediation in the area of the concession of the Petroecuador-Texaco Consortium, which was being done as part of the agreement between Texaco and the Ecuadoran government at that time. Since then, I kept myself abreast of the various environmental lawsuits brought against Texaco.
9. Around 2003 or 2004, I do not remember the exact year, I met the attorney for the plaintiffs in the lawsuit against Chevron, named Alberto Wray. In the meeting, he asked me to serve as a

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sort of expert witness regarding Texaco's activities in Oriente. I did not want to become involved in the lawsuit, so I asked that they pay me a fee of \$30,000 for my professional services, a sum of money I knew the plaintiffs' attorney would not agree to, which is indeed what happened.

10. Later, at the end of 2005, I met Fausto Peñafiel, who worked as a consultant for plaintiffs' counsel in the case against Chevron in Lago Agrio, Ecuador. On Nov. 16, 2005, I held my book launch of "Oil, Amazon and Natural Capital" at the *Casa de la Cultura Ecuatoriana*, in Quito. Many people attended the event, among them Mr. Peñafiel, who was accompanied by Steven Donziger. Pictures of Mr. Donziger and Mr. Peñafiel are attached to this declaration as Exhibits A and B, both of which I have signed. Afterwards, at the cocktail party for the book launch, Mr. Peñafiel introduced me to Mr. Donziger and explained that Mr. Donziger was an American attorney for the plaintiffs in the case against Chevron. We shook hands and spoke briefly. The publication of my book was an important event in my career because it brought me public notice and established me as a recognized expert on the subject of the development of the oil industry in Ecuador and its environmental impacts. That same night, the President of the Association of Geological, Mining, Petroleum and Environmental Engineers (CIGMYP), Gustavo Pinto, who also attended the event, told me that Mr. Donziger and Mr. Peñafiel had asked him to arrange a meeting for the following day, with Mr. Pinto and myself, to discuss the Chevron matter. I agreed to the meeting.

11. The day after the book launch, Nov. 17, 2005, Mr. Peñafiel, Mr. Donziger, Mr. Pinto and I met at CIGMYP's old headquarters, on the second floor of the Rio Amazonas building, located at Amazonas Avenue N21-147 and Roca. A photocopy of my notes from that meeting is attached to this sworn statement as Exhibit C, which I have signed. At the meeting, Mr. Donziger and Mr. Peñafiel explained that there were contradictions among the various expert reports submitted by plaintiffs' counsel and the attorneys for Chevron in the case, and that the Court had appointed a third group of experts, the so-called "settling experts," who were independent of the parties. The settling experts were going to issue a report on the judicial inspection of Sacha 53, and Mr. Donziger proposed the idea of bringing in an "independent institution" to monitor the work of the settling experts. That is why in my planner for that date I wrote: "Looking to form a group of independent 'monitors.'" Given its expertise in environmental engineering, CIGMYP would submit an "impartial and qualified" evaluation of the judicial inspection of Sacha 53.

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12. On the morning of Nov. 23, 2005, we had a second meeting for about an hour with Mr. Donziger, Mr. Peñafiel, Mr. Pinto and I. We met in the same location as before, CIGMYP's old headquarters, in Gustavo Pinto's office. A photocopy of my notes from that meeting is attached to this sworn statement as Exhibit D, which I have signed. In this meeting, we agreed that Gustavo Pinto and I would lead the "independent monitorship" of the settling experts under the auspices of CIGMYP. We also agreed that in order to perform this work, the plaintiffs would pay Mr. Pinto and me a fee for our professional services, plus an offer to pay a bonus in case the plaintiffs won the lawsuit. Gustavo Pinto handled the financial arrangements directly with Mr. Donziger; I am sure that I received a payment from Mr. Pinto for this work, but I don't recall the amount. There never existed a formal contract between CIGMYP, Mr. Pinto, myself, Mr. Donziger or Mr. Peñafiel, and all the participants in the meeting agreed that payment by plaintiffs to CIGMYP, to Mr. Pinto and to me for this monitorship would remain secret. In the meeting, Mr. Donziger and Mr. Peñafiel asked Mr. Pinto and me to meet with the group of Court-appointed "settling experts," headed by Engineer Johnny Zambrano. We were supposed to inform them about CIGMYP's monitorship, and that we would be supervising their analysis as settling experts. After reviewing the notes in my planner, I recall that at the meeting we agreed to write a letter to Engineer Johnny Zambrano establishing that CIGMYP had begun the monitorship of the report on Sacha 53 as of Nov. 17, 2005. The purpose of the letter was to provide an official basis for the monitorship. The annotation in my planner for this date states: "Letter stating Thursday 17 CIGMYP Board resolved to set up a scientific-technical monitorship (of) remediation process of Texaco case. Invite them to a work meeting. Acknowledging his appointment as settling expert, we express support of developments within bounds of professional ethics and technical results."
13. As had been agreed, on Nov. 29, 2005, Mr. Pinto and I held a meeting with the settling experts at Mr. Zambrano's office. I don't recall the exact location of his office, but I believe it was on 12 de Octubre Avenue across from the Catholic University. A photocopy of my notes from that meeting is attached to this sworn statement as Exhibit E, which I have signed. The meeting took place in the morning and was brief, lasting no more than half an hour. We discussed the report on the inspection of Sacha 53, which they had been working on, and we asked when they could provide the monitors a draft of the report. They never did, at least not to me. The meeting

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centered on reviewing technical issues regarding the mobility of oil and was basically to review the technical aspects of the report the settling experts were preparing on Sacha 53.

14. In January 2006, Mr. Pinto and I continued our monitoring work. The entry in my planner for the date of Jan. 9, 2006, states: "Texaco case letters 1 and 2." This notation in my planner refers to a conversation with Mr. Pinto on the need to write letters certifying our appointment as monitors in the Chevron case. A photocopy of my notes from this conversation is attached to this sworn statement as Exhibit F, which I have signed. One of these letters was sent to Doctor Germán Yáñez, the Presiding Judge of the Sucumbíos Court, on Jan. 20, 2006. The letter submitted to the Court detailed our credentials and what our role would be in the process, citing CIGMYP's purpose and various Ecuadoran laws regarding transparency and public participation. In this letter we informed Judge Yáñez that CIGMYP's Board of Directors had decided in its expanded session of Nov. 22, 2005, that as a professional association, CIGMYP had standing under Ecuadoran law to be a monitor in the case. The letter delegated to Gustavo Pinto, as leader of the organization, and me, as his collaborator, the responsibility of leading this monitorship, describing us as acknowledged professionals with "vast and extensive experience" in issues relating to oil and environmental engineering. The letter also asked the Court to grant us access to materials relevant to the case. The letter was written on CIGMYP letterhead and signed by Mr. Pinto in his capacity as President of the association. A copy of this letter is attached to this sworn statement as Exhibit G, which I have signed.
15. At this point it is important to clarify that neither Mr. Pinto nor I informed the Judge or the respondent, Chevron, that CIGMYP, and therefore we, were being paid by the plaintiffs to perform this monitorship. Mr. Pinto and I had agreed with Mr. Donziger to keep secret the nature of our arrangement with him, given that we had all discussed that revealing the arrangement would harm CIGMYP's image as an independent and impartial organization. Mr. Donziger told us his goal was to create the image that the monitorship was "independent" of the parties, so that it would be received with deference and respect by the Court.
16. On Jan. 18, 2006, there was a meeting with Mr. Pinto, Mr. Peñafiel, Bill Powers and me regarding the same issue of monitorship in the case. A photocopy of my notes from that meeting is attached to this sworn statement as Exhibit H, which I have signed. The meeting was in the morning and lasted an hour, in CIGMYP's board room. It was the first time I met Mr.

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Powers, an engineer from California hired by the plaintiffs. In that meeting we discussed a number of technical issues related to the case. We also discussed the need for Mr. Pinto and me to have a series of meetings to introduce ourselves as monitors of the site inspection done by the experts in Sacha 53: with court-appointed settling expert Johnny Zambrano, with the Judge in the Chevron case, and with representatives from Chevron. The annotation in my planner for this date mentions plans for these meetings.

17. At some point after the meeting of Jan. 18, 2006, I don't recall the exact date, Mr. Pinto and I met with Judge ~~Efraín Neville~~ [handwritten] Germán Yánez, who was the new judge in the Chevron case. We met with Judge ~~Neville~~ [handwritten] Yánez at the National Council on Psychotropic Substances in Quito. The Judge saw us for only a few minutes, during which Mr. Pinto and I explained to him CIGMYP's monitorship and told him we wanted to become involved in the case. The Judge did not express any interest in what we were telling him about the case.
18. On Jan. 31, 2006, Mr. Pinto and I met again with the settling experts. Present at the meeting were Mr. Zambrano, Jorge Jurado, Mr. Pinto and I. A photocopy of my notes from that meeting is attached to this sworn statement as Exhibit I, which I have signed. The meeting took place at Johnny Zambrano's office. We discussed various technical issues related to the case, but at some point Mr. Jurado asked us to identify the exact provisions of the laws that authorized CIGMYP to conduct this monitorship. They also refused to provide us with a copy of their report on Sacha 53, and told us to contact the clerk of the Sucumbíos Court, Liliana Suárez, to obtain a copy of the report. That is the reason why Liliana Suárez's name and her telephone number are annotated in my planner, even though she was not in the meeting.
19. The following day, on Feb. 1, 2006, the settling experts' report on Sacha 53 was submitted to the Court. In February and March of 2006, I had several meetings with the plaintiffs and Mr. Donziger on the issue of Sacha 53. According to my planner, these meetings took place on Feb. 23 and March 6, 2006. A photocopy of my notes from each of these meetings is attached to this sworn statement as Exhibits J and K, each of which I have signed. Also during this time period, I spent two days doing field work, on March 8 and March 9, 2006, at the judicial inspection of Sacha Sur. Photocopies of my notes on these meetings are attached to this sworn statement as Exhibits L and M, each of which I have signed. The meetings in this time period addressed technical issues related to CIGMYP's monitorship and the Sacha 53 report. In these meetings Mr.

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Donziger was very upset by the findings of the settling experts' report, and he complained that the report supported Chevron's position and did not support the plaintiffs' position. I also recall that at some point during these meetings I met Pablo Fajardo and Luis Yanza, both of them members of the plaintiffs' team. At least one of these meetings took place at the plaintiffs' office in Quito, which was located in a house on José de Abascal E12A-143 y Portete. I have attached to this sworn statement photographs of Pablo Fajardo and Luis Yanza, which I have signed, as Exhibits N and O, respectively.

20. At one of the meetings with Mr. Donziger and the plaintiffs, Mr. Pinto and I showed them a copy of our comments on the settling experts' report on Sacha 53, and which Mr. Donziger had asked us to prepare. That is the report that Mr. Donziger wanted us to submit to the Court on paper bearing CIGMYP's letterhead. During our discussions, Mr. Dozinger told us that our report should establish that the findings of the settling experts' report on Sacha 53 were wrong, that they lacked objectivity and were biased toward Chevron, and therefore the report should be discounted. However, in my professional opinion the evidence did not support Mr. Donziger's position and I could not twist my professional assessments to make them fit the plaintiffs' interests. In the monitorship report, Mr. Pinto and I pointed out that the settling experts had failed to strictly follow their judicial mandate, but we concluded their report contained enough information for the Court to make its own ruling. In the report we also established that the information submitted by both the plaintiffs and the defendants contained correct elements, but that both also had deficiencies regarding their sampling data. Mr. Donziger expressed disappointment with our report and never asked us to submit it to the Court. A copy of the draft report we wrote is attached to this sworn statement as Exhibit P, which I have signed. I also recall that in this meeting Mr. Donziger suggested that Mr. Pinto and I meet with the Judge again to offer our services as settling experts. Mr. Donziger told us the Judge would be coming to Quito the following week. Nonetheless, this meeting with the Judge never took place.

21. After this, I didn't have any contact with Mr. Donziger or the other plaintiffs' attorneys for several months, until one afternoon when I was driving from Quito back to my house in Valle de los Chillos. I received a call on my cell phone from Mr. Yanza, who asked me if I could come right away to meet with him at their office in Quito, which I knew as the offices of *Amazonía por la Vida*. I told him I was just arriving home and didn't want to go back to Quito, but he was very insistent and so I turned around and drove to the plaintiffs' office, where Mr. Yanza and Mr.

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Fajardo were waiting for me. This was the first meeting with plaintiffs' representatives that had nothing to do with Sacha 53. According to the notes on my planner, this meeting took place on Sept. 20, 2006. A photocopy of my notes from that meeting is attached to this sworn statement as Exhibit Q, which I have signed.

22. Mr. Yanza and Mr. Fajardo began the meeting by telling me that the Judge in the Chevron case had decided to halt the process of judicial inspections and settling experts, and instead was going to appoint a single expert responsible for undertaking a global damages assessment for the case. The idea of a single expert performing a global assessment was one that Donziger had first discussed with me several months earlier, on Jan. 26, 2006. A photocopy of my notes from the Jan. 26, 2006, meeting with Mr. Donziger is attached to this sworn statement as Exhibit R, which I have signed. Between these two meetings, Mr. Donziger, Mr. Fajardo and Mr. Yanza together had explained to me that having a single expert to carry out a global assessment was important to the plaintiffs because they acknowledged that the judicial inspection process had not yielded data to support their claims of contamination. They also said they believed it would be easier to manage one single expert than many. In the meeting of Sept. 20, 2006, Fajardo and Yanza told me they were delivering a proposal from Mr. Donziger for me to take the position of single expert for the global assessment. We discussed the overall concept of the global assessment, the timing, and payment for such work, including the fact that my expert fees, according to them, would be paid 50 percent by Chevron and 50 percent by the plaintiffs. This was the first time I had discussed the global assessment with the plaintiffs in detail. The meeting didn't last more than 30 minutes.

23. Over the following months, between Oct. 2006 and March 2007, I had several meetings and telephone calls with Mr. Donziger, Mr. Fajardo, Mr. Yanza and other members of the plaintiffs' team regarding the global assessment. Throughout these discussions, I remember that Mr. Donziger, Mr. Yanza and Mr. Fajardo always stated with certainty that the Court was going to name a single expert to assess the costs of remediation and, above all, that the Court would appoint a single expert of their choosing. Mr. Donziger, Mr. Fajardo and Mr. Yanza told me not to worry about this. I assumed that this was because they had very good connections with the incoming Administration of President Correa. For example, Esperanza Martínez, of *Acción Ecológica*, a very important organization that supported the plaintiffs' case against Chevron, was very close to Alberto Acosta, who was one of the leaders of Mr. Correa's campaign and became

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Minister of Energy and Mines. I have attached to this sworn statement photographs of Ms. Martínez and Mr. Acosta as Exhibits S and T, respectively, both of which I have signed.

24. I do not have notes in my planner from meetings with the plaintiffs' representatives during October or November 2006, but I remember during this period having one or two telephone conversations with Mr. Donziger in which we discussed the global assessment. I don't know the exact dates, but I am certain they took place. Around that time I was busy working on other projects and because of that I did not spend much time on the Chevron case. I also remember that during this time I was invited by the plaintiffs to a meeting in Oriente. The person who invited me was Esperanza Martínez, of *Acción Ecológica*, whom I had known for some time through my work. The meeting was held at a religious mission called *Los Capuchinos* near Lago Agrio, Ecuador. I recall that the people attending were Esperanza Martínez, Adolfo Maldonado, also of *Acción Ecológica*, Mr. Yanza, Julio Prieto, and a Spanish doctor named Carlos Martín Beristain, and I. I never saw Mr. Beristain again after this meeting. The purpose of this meeting was to discuss the methodology to be used in the global assessment. Because I was the only person at the meeting who had served as an expert on environmental impact cases, I gave the attendees an explanation of technical issues. I don't recall the exact date of this meeting, but I believe it was in October 2006. I have attached to this sworn statement photographs of Mr. Maldonado, Mr. Prieto and Mr. Beristain as Exhibits U, V and W, respectively, all of which I have signed.

25. On the morning of Friday, Dec. 15, 2006, I had an hour-long meeting with Mr. Donziger at the *Amazonía por la Vida* office, and which I remember very well. A photocopy of my notes from that meeting is attached to this sworn statement as Exhibit X, which I have signed. Mr. Donziger was dressed in his customary attire of white shirt with the sleeves rolled up, blue blazer and jeans. This is the way he almost always dressed for our meetings, varying the color of his shirts and sometimes wearing slacks instead of jeans. But I don't recall ever seeing him wear a tie or a suit. As usual, he was very friendly and sociable. In this meeting, Mr. Donziger made me a direct and detailed offer that I should be the expert for the global assessment. He explained that the Court had halted the judicial inspections at the plaintiffs' request and that as soon as the following week a single expert would be appointed to begin the global assessment. Mr. Donziger told me in the meeting what would be expected of me in the role of expert. Mr. Donziger emphasized the need for the expert to state that Chevron was the only party responsible for the

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environmental damages and the harm to the local community. We also talked about the valuation of damages and Mr. Donziger explained that, as the expert, I would be the person to submit an estimate of costs to the Court. He asked me directly if I would be willing to estimate damages at more than a billion dollars. I remember replying that it could be possible. Mr. Donziger also told me that the estimated amount of damages had to be multiplied by 3.5 so that we could then talk about billions, but I never understood why and he never explained it to me. Later, I had doubts about these requirements, but at the time I was interested in the notion of playing an important role in what was the most significant case in the world involving oil and the environment, because this is precisely my area of specialization.

26. At that same meeting of Dec. 15, 2006, I remember that when Mr. Donziger and I were by ourselves, I made it known to him that there were issues that could keep me from serving as single expert or that Chevron would use to attack me. The most important were: 1) In my book I had already advocated for joint responsibility between the Ecuadoran government and Texaco for environmental impacts, which could be used against me if I, as the expert, were to do as the plaintiffs wanted and found Chevron to be the sole responsible party, and 2) that in 1996 I had worked as a technical expert for a company, Fugro, involved in the remediation of the Shushufindi oil field formerly operated by Texaco. Mr. Donziger dismissed these concerns and said none of them would prevent me from serving as the expert, that I shouldn't worry and that I couldn't stop helping them, the plaintiffs. Mr. Donziger's reaction was typical of him, given that he was always very persistent and impulsive, the kind of person who never takes "no" for an answer. In any case, the issue was not decided at this meeting and I was left with many questions about how real the plaintiffs' proposal was. Shortly after the meeting, Mr. Donziger returned to the United States and we didn't broach the subject until the following month.

27. On Jan. 5, 2007, I had a conversation with Mr. Fajardo. A photocopy of my notes from that meeting is attached to this sworn statement as Exhibit Y, which I have signed. I don't recall whether this was a telephone conversation or a meeting in person. In the discussion Mr. Fajardo explained to me in more detail the proposal for me to be the global assessment expert, specifically regarding the financial terms for my professional services. According to my notes from the meeting, the proposal from Mr. Fajardo was that I would be paid monthly fees of \$3,000, plus a bonus of \$15,000 for writing the report. My notes include Mr. Fajardo's e-mail

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address, pafam@ecuanex.net.ec. I also recall that in January I had a telephone conversation with Mr. Donziger on the issue of the global assessment. We did not meet in person in January because for a good deal of the month I was working on a different project in Peru that required my full attention.

28. On Feb. 1, 2007, I met with several members of the plaintiffs' legal team. I do not recall precisely where this was, but I believe the meeting was in the *Amazonía por la Vida* office. My notes from the meeting indicate that this was a detailed working meeting with in-depth discussion of technical issues on the methodology for the global assessment. A photocopy of my notes from that meeting is attached to this sworn statement as Exhibit Z, which I have signed. This was one of a number of discussions I had with the plaintiffs' legal and technical team in preparation for the global assessment. The notes on my planner indicate there was extensive discussion in this meeting on the cost of reparations that would be included in the global assessment report. It was clear from this discussion during the meeting that the plaintiffs' team was preparing a technical and legal strategy of having the global assessment presuppose from the start that Chevron was the only party responsible for paying for reparations. The plaintiffs' main idea regarding the global assessment was to do an "ex-post facto" environmental impact assessment that would justify a large monetary judgment against Chevron for remediation and reparations.
29. Shortly after that meeting, I don't remember the exact date but sometime in early February, I had a conversation with Mr. Donziger in which he told me that the judge in the Lago Agrio case was putting up hurdles to my appointment as expert. Mr. Donziger told me that there was a requirement, of which I was not aware, that the expert for the global assessment had to be chosen from a list of experts who had already performed expert work in the case. My involvement in the CIGMYP monitorship did not meet this requirement and I was not on the list. When Mr. Donziger told me about this, he told me not to worry, that he would succeed in getting me appointed as expert. Personally, I had mixed feelings. Initially, the notion of being the single expert interested me, because I have always been passionate about the issue of environmental protection and remediation in the Amazon. But as time passed, I had grown increasingly uncomfortable, especially with the plaintiffs' insistence that Chevron be held as the sole responsible party, while in my book, which had been the most important professional achievement in my career to that moment, I put forth the thesis of joint responsibility between the State and the former operator Texaco for the environmental and social damages done in the

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Amazon. Also, in our discussions on global assessment, plaintiffs' counsel continued increasing the amount of damages they wanted the expert to establish against Chevron, mentioning even as much as \$10 billion, which I considered to be completely ludicrous. That is why I was relieved when Mr. Donziger told me the Judge was putting hurdles to my appointment as expert, but Mr. Donziger kept telling me that I couldn't quit and had to continue helping the plaintiffs.

30. I remember that in early February 2007, there were several calls to discuss how to respond to the crisis, and it was obvious from these conversations that the issue of the appointment of the expert seemed to take the plaintiffs by surprise. At some point around that time, Mr. Donziger telephoned and asked me to recommend someone as a possible "Plan B" [expert,] someone who would be able to handle the matter and replace me if matters with the Judge didn't turn out as Mr. Donziger wanted. During this call, and I don't recall the exact date, Mr. Donziger and I discussed the possibility that Richard Cabrera could be appointed as expert in case the Court did not accept me. I had originally provided the name of Mr. Cabrera to the plaintiffs in 2006, but I had serious doubts about suggesting Mr. Cabrera for the position of single expert, and I submitted his name to Mr. Donziger, as we say in Ecuador, "*a la cansada*" ["as a last resort,"] in other words, with serious doubts. I had known Mr. Cabrera since college and I knew he had certain technical limitations regarding the oil industry, and at that time he did not possess the professional skills and experience required to handle a project such as the global assessment in the Chevron case. However, on the other hand, I suggested Mr. Cabrera for the field work in Oriente because he is reserved, hard working, and responsible. Also, because I believed that for Mr. Cabrera, issues such as independence and professional standards were not that important, and therefore he would have no problem doing what the plaintiffs were proposing. In that sense, I believed Mr. Cabrera could be the right person for the job. But I also did not have another name to give to Mr. Donziger, and he was pressuring me very much because he was desperate. In any case, Mr. Donziger thanked me and told me that I would continue being "Plan A" and that he was going to fix things with the Judge. However, I was relieved to be able to give him another name and to distance myself even more from that process.

31. Mr. Donziger asked me to introduce him to Mr. Cabrera, and I arranged a meeting which took place on Feb. 9 or 10, 2007, at the Hotel Quito, where Mr. Donziger always stayed while in Ecuador. We didn't have lunch, only a drink. I ordered whiskey, the same as Mr. Cabrera. Mr. Donziger didn't order anything. At this meeting, Mr. Cabrera and Mr. Donziger each wrote down

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their email addresses in my planner, in their own hand. A photocopy of my notes from that meeting is attached to this sworn statement as Exhibit AA, which I have signed. The purpose of this meeting was purely social, to give Mr. Donziger a chance to get to know Mr. Cabrera, but several aspects of the global assessment were also discussed. At that time it was discussed that I, through Richard Cabrera, would continue supporting and advising behind the scenes on the technical issues of the global assessment. In general, Mr. Donziger said that I would continue working "in the shadows," with the idea of reviewing Mr. Cabrera's reports.

32. In this same time period and as a follow-up to that introductory meeting, I remember we had several telephone conversations with Mr. Cabrera and Mr. Donziger regarding the global assessment and especially regarding my and Mr. Cabrera's role in it. The annotations in my calendar for Feb. 24, 2007, reflect the concept of the global assessment and that I would be a sort of "technical shadow" of Cabrera's work. A photocopy of my notes from that meeting is attached to this sworn statement as Exhibit BB, which I have signed. If I remember correctly, on this date we had a telephone call with Mr. Donziger, since he wasn't in Ecuador. Mr. Donziger said that Mr. Cabrera, referred to in the planner as "our friend," would receive my advice and supervision with his reports, which in my notes I referred to as "my help." To be "in the shadows" meant reviewing everything Mr. Cabrera did on the technical part of the project. I was supposed to receive periodic reports, and supposedly I would be paid \$1,500 per month for my professional services. That is what Mr. Donziger told me and I believe I received two monthly payments. As these discussions continued, Mr. Donziger became more comfortable with the idea of Mr. Cabrera acting as the single expert.

33. I also remember another meeting during this time period with Mr. Donziger, Mr. Cabrera, Mr. Yanza and Mr. Fajardo. This meeting took place in a restaurant called Mister Bagel, on Portugal Avenue, where the four of us had breakfast. I don't recall the date of this meeting and I do not believe I made any annotations about it in my planner. I remember that Richard called and told me they were waiting for me at that location. Then I went and met with them to talk about the global assessment, but I do not recall exact details of the conversation.

34. On March 3, 2007, I participated in a very important meeting on the global assessment at the *Amazonía por la Vida* office in Quito. A photocopy of my notes from that meeting is attached to this sworn statement as Exhibit CC, which I have signed. The meeting started in the morning and

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lasted all day, with lunch ordered in. There were at least a dozen people at the meeting, including Mr. Donziger, Mr. Fajardo, Mr. Yanza, Mr. Prieto and other members of the plaintiffs' legal and technical team. There were also several American technical experts who were helping the plaintiffs, including Charlie Champ, Ann Maest, and Dick Kamp. I went to this meeting with Mr. Cabrera. I have attached to this sworn statement pictures, signed by me, of Mr. Champ, Ms. Maest and Mr. Kamp, as Exhibits DD, EE and FF, respectively.

35. This meeting was the moment when I truly recognized the full extent of the plaintiffs' counsel's intentions regarding the global assessment. At the meeting, Mr. Fajardo, Mr. Yanza and Mr. Donziger dropped any pretense that Mr. Cabrera would act independently in writing an expert report that would be technically sound and executed according to professional standards. On the contrary, it was obvious that the plaintiffs had already predetermined the findings of the global assessment, that they themselves would write a report that would support their claim for billions of dollars against Chevron and would simply put Mr. Cabrera's name on it. The purpose of the meeting was to establish all the conditions for controlling and managing the expert's work, in secret, in accordance to the plaintiffs' interests. Based on what they said in the meeting, I have no doubt that everyone there understood this. In 2011, I watched approximately one hour of a video of this meeting that was shot by American filmmakers for the movie *Crude*, and this video refreshed my recollection regarding what took place at the meeting. One scene in particular impressed me, because that scene is the moment when it became obvious that the team was in place and ready to control and manage the global assessment. In the scene, Mr. Fajardo talked about how everyone there had the responsibility to help write the expert's report, and the American technical expert, Anne Maest, asked, "But not Chevron?" And everyone at the meeting laughed.
36. Something else I remember that struck me from the meeting was the American expert Charlie Champ, whose name I wrote phonetically in my calendar as "Charlie Chang." He was introduced to me as an oilman from Texas. Mr. Champ spoke with a strong accent and wore very peculiar attire that included a Texan bolo tie, instead of a tie, and big cowboy boots. Mr. Champ gave a presentation about a remediation plan, which was very interesting to me as a petroleum engineer with knowledge and experience in environmental remediation issues, which is why I took several notes during his presentation.

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37. The meeting of March 3, 2007, was the last meeting I remember having with the plaintiffs. Mr. Donziger went on with the idea of keeping me close to the plaintiffs' team, offering me a position as advisor and the role as Mr. Cabrera's "shadow," but I actually never played that role. Mr. Cabrera did not give me the partial reports so that I could review them and our relationship gradually cooled. I recall that during one of my last conversations with Mr. Cabrera, I told him he should not turn over any reports to the plaintiffs until they had paid for our professional services. After that, I lost contact with Mr. Cabrera.
38. I had contact once more with Mr. Donziger and the plaintiffs, when they asked me to write two technical analyses, one on the cost of produced waters reinjection and the other on natural gas. I wrote these analyses during the summer of 2007 and was paid around \$10,000 by Mr. Donziger for this professional service. Long after the report was filed with the Court, I learned that these two analyses were submitted as Annex S to the "Cabrera Report," which I was not aware of previously.
39. In April or May 2007, I don't recall exactly, while I was working for Petroproducción, I ran into Mr. Yanza and Mr. Fajardo as they were leaving the office of the Vice President of Petroproducción, Oscar Garzón. Mr. Fajardo and Mr. Yanza told me they were there to ask Mr. Garzón to have Petroproducción suspend all remediation activity in the area run by the Petroecuador-Texaco consortium, because the remediation was depriving the plaintiffs of clear evidence on which to base their claims for damages in the case.
40. Finally, on Feb. 22, 2008, I attended a meeting in Lago Agrio, on the invitation by Natalie Weemaels of *Acción Ecológica*, to discuss environmental issues and the changes to the Ecuadoran Constitution. Mr. Fajardo attended this meeting. The Chevron matter was not discussed.
41. I have not had further contact with the representatives of the Lago Agrio plaintiffs since that time, except on one occasion in 2012, when I happened to run into Mr. Fajardo at the intersection of Amazonas and Gaspar de Villaroel Avenues in Quito, and we exchanged friendly greetings.

I declare under penalty of perjury under the laws of Ecuador and the United States of America and under the laws of the States of California, Alabama, Alaska, Arizona, Arkansas, Colorado,

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Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming, and under the laws of the District of Columbia, and under the laws of any other applicable jurisdiction, that the foregoing is true and correct, and that this Sworn Statement was executed on Oct. 12, 2012, in Bogota, Colombia.

[Signature]

RAMIRO FERNANDO REYES CISNEROS

Citizenship ID Number **REDACTED**

[Handwritten:]

On Page 5, Numeral 17, I replaced, in my handwriting, the name of Judge Efraín Novillo with that of Germán Yánez.

[Page 6, Numeral 17 in the English translation.]

EXHIBITS --

[Signature]
Dec. 6 – 12
12:35 p.m.

[Fingerprint]



[This stamp of the Third Notary Public's Office of Cartagena, Colombia, appears on all 13 pages of the original Spanish document, on the lower right corner.]