

UNITED STATES DISTRICT COURT
for the
Northern District of California

The Republic of Ecuador, Applicant

Plaintiff

v.

Defendant

CV 10 80 225 MISC
Civil Action No.

(If the action is pending in another district, state where:

CRB

**SUBPOENA TO TESTIFY AT A DEPOSITION
OR TO PRODUCE DOCUMENTS IN A CIVIL ACTION**

To: Diego Fernando Borja Sánchez

Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization that is *not* a party in this case, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment:

Place: Winston & Strawn LLP 101 California, Suite 3900 San Francisco, CA 94101	Date and Time: 10/01/2010 09:30
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The deposition will be recorded by this method: By Videotape and Stenographer

Production: You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material:

See Exhibit A

The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: _____

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail, and telephone number of the attorney representing *(name of party)* The Republic of Ecuador

, who issues or requests this subpoena, are:
Richard A. Lapping, Winston & Strawn LLP, 101 California Street, Suite 3900, San Francisco, CA 94111, email: rlapping@winston.com, telephone: 415-591-1000, and Eric W. Bloom, Winston & Strawn LLP, 1700 K Street, N.W., Washington, DC 20006, email: ebloom@winston.com, telephone: 202-282-5000.

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

This subpoena for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the subpoena on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the subpoena at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the subpoena on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the subpoena unexecuted because _____; or

Other *(specify)*: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ 78.38.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

IN RE APPLICATION OF THE REPUBLIC OF ECUADOR

SUBPOENA DIRECTED TO:

DIEGO FERNANDO BORJA SÁNCHEZ

EXHIBIT A

DOCUMENTS TO BE PRODUCED

DEFINITIONS

1. "And" includes the word "or" and vice-versa.
2. "Any" includes the word "all" and vice-versa.
3. As used herein, the terms "DOCUMENT" or "DOCUMENTS" shall mean all COMMUNICATIONS in a tangible form, however produced, reproduced, or stored on any electronic media, and shall include, but shall not be limited to, the following: all records, memoranda, reports, financial statements, handwritten and other notes, transcripts, papers, indices, letters, envelopes, telegrams, cables, telex messages, tabulations, work papers, time sheets, statements, summaries, opinions, journals, desk calendars, appointment books, diaries, magazines, newspapers, booklets, circulars, bulletins, notices, instructions, manuals, notes or summaries of telephone conversations or messages or other COMMUNICATIONS of any type, video recording, photographs, tape or other recordings, punch cards, discs, data cells, drums, printouts, and other data compilations from which information can be obtained, electronically-stored information, correspondence, teletype messages, electronic mail, instant messages, internal memoranda, agreements, diary entries, minute books, financial records, accounting records, income tax returns, ledgers, journals, audits, receipts, canceled checks, check stubs, drafts and other written, deeds, leases, mortgages, assignments, insurance policies, or other instruments related to real or personal property printed or typed matter, diagrams, plans, pictures, travel, entertainment, or expense records or reports or any other tangible thing that constitutes

matter. The term "DOCUMENT" and "DOCUMENTS" shall also mean originals and exact copies or reproductions of all such written, printed, typed, recorded or graphic material or matter upon which notations or markings in writing, print or otherwise have been made which do not appear in the originals.

4. The term "COMMUNICATION(S)" shall mean the transmittal of any information by any method and includes all meetings, discussions, telephone conversations, contracts, letters, e-mails, memoranda, correspondence, reports, statements, consultations, negotiations, estimates, purchase orders and any DOCUMENT relating thereto.

5. The phrase "RELATED TO" and "RELATING TO" shall mean in relation to, related to, consisting of, referring to, reflecting, concerning, discussing, evidencing, commenting on, supporting, contradicting or having any logical or factual connection with the matter identified, in whole or in part.

6. The term "PERSON" shall mean any individual, corporation, organization, association, partnership, enterprise, limited partnership, limited liability company, firm, joint venture, trustee, governmental body, agency, governing board, department or division, or any other entity.

7. The term "TEXPET" shall mean and refer to Texaco Petroleum Company, a company organized under the laws of the State of Delaware, and includes all affiliated, associated, partially or fully-owned subsidiaries or in any way related companies and any of their agents, employees, former employees, advisors, consultants, representatives, attorneys, and any other persons acting or purporting to act on their behalf.

8. The term "CHEVRON" shall mean and refer to Chevron Corporation and/or ChevronTexaco Corporation, a company organized under the laws of the State of Delaware, and includes all affiliated, associated, partially or fully-owned subsidiaries or in any way related companies, including, but not limited to, TexPet, and any of their agents, employees, former

employees, advisors, consultants, representatives, attorneys, and any other persons acting or purporting to act on their behalf.

9. The phrase "LAGO AGRIO LITIGATION" shall mean and refer to the case of *Maria Aguinda y Otros v. Chevron Corporation*, currently pending in the Provincial Court of Justice of Sucumbios in Ecuador.

10. The phrase "YOUR WIFE" shall mean and refer to Sara Portilla.

11. The term "WORK" shall mean and refer to any writing, analysis, study, report, research, investigation, examination, opinion, ideas, calculation, inference, deduction, assumption, conclusion, technique, testing, sampling, or measuring, including any fieldwork, RELATING TO the LAGO AGRIO LITIGATION.

12. The terms "YOU" or "YOUR" shall mean and includes yourself and all persons acting in your interest or on your instructions or assisting you, including without limitation your agents, servants, and representatives, including attorneys, accountants, investigators, advisors, environmental consultants, contractors, and medical consultants.

13. As used herein, the singular form of a word shall be interpreted to include the plural form and the plural form shall be interpreted to include the singular whenever appropriate in order to bring within the scope of this request any DOCUMENTS which might otherwise be considered to be beyond its scope.

14. The term "including" is used without limitation to items or topics not specifically listed.

INSTRUCTIONS

The following instructions shall govern the response and production of DOCUMENTS:

1. In the event that any DOCUMENT called for by these Document Requests is withheld on the basis of a claim of privilege, that DOCUMENT is to be identified in a privilege

log as follows: author(s), addressees(s), indicated or blind copy recipient(s), date, subject matter, nature of document (*e.g.*, report, memorandum, letter, email, etc.), number of pages, attachments or appendices, all persons to whom distributed, shown or explained, the present custodian, and the nature of the privilege asserted.

2. In the event that any DOCUMENT called for by these Document Requests has been destroyed, discarded, otherwise disposed of, or no longer exists, that DOCUMENT is to be identified as completely as possible, including, without limitation, the following information: author(s), addressee(s), indicated or blind copy recipient(s), date, subject matter, date of disposal, reason for disposal, PERSON authorizing the disposal nature of document (*e.g.*, report, memorandum, letter, email, etc.), and the PERSON disposing of the DOCUMENT, and identify its last known location and the reason it is no longer in existence.

3. In the event that any information is redacted from a DOCUMENT produced pursuant to these Document Requests, that information is to be identified and the basis upon which such information is redacted should be fully stated.

4. In the event that multiple copies or versions of a DOCUMENT exist, produce all non-identical copies of the DOCUMENT, including any and all drafts of the DOCUMENT.

5. At the time and place of production of the DOCUMENTS requested herein, the DOCUMENTS requested are to be produced in the same order as maintained in the ordinary course of business.

6. For each DOCUMENT produced, identify the specific Document Request category to which it is responsive.

7. Pursuant to Fed. R. Civ. P. 34(b)(1)(C), electronically stored information is to be produced in its native electronic form, with all system and imbedded metadata intact. DOCUMENTS shall not be converted to any other format, including without limitation, .pdf or .TIFF

format, that in any way limits, destroys, modifies, or restricts system or imbedded metadata. If a DOCUMENT is maintained in both electronic and non-electronic form, the electronic form of the DOCUMENT is to be produced in its native electronic form, with all system and imbedded metadata intact.

8. As used herein, the singular form of a word shall be interpreted to include the plural form and the plural form shall be interpreted to include the singular whenever appropriate in order to bring within the scope of this request any DOCUMENTS which might otherwise be considered to be beyond its scope.

DOCUMENTS TO BE PRODUCED

1. All documents relating to your engagement—as an independent contractor, employee or in any other capacity—by Chevron.

2. All documents relating to your engagement or employment by any company retained by, contracted with, or in any way affiliated with, Chevron.

3. All documents prepared for or at the direction of, or otherwise provided to, directly or indirectly, Chevron.

4. All documents relating to your wife's engagement—as an independent contractor, employee or in any other capacity—by Chevron.

5. All documents relating to your wife's engagement by any company retained by, contracted with, or in any way affiliated with, Chevron.

6. All documents relating to compensation, reimbursements, or other forms of payment or remuneration received by you and/or your wife, directly or indirectly, from Chevron.

7. All documents relating to meetings between you and/or your wife and representatives of Chevron.

8. All communications between you and/or your wife and representatives of Chevron, including, but not limited to, all documents provided by you and/or your wife to Chevron.

9. All communications between you and/or your wife and Wayne Hansen.

10. All scripts prepared by you for use by Wayne Hansen.

11. All communications between you and/or your wife and Santiago Escobar from 2009 through the present.

12. A copy of your current passport and any passport used by you during 2009.

13. All drafts of declarations referring or relating to meetings or other communications with Ecuadorian citizens or with representatives of Chevron from 2009 through the present.

14. All notes, diaries, journals, or other documents referring or relating to meetings or communications with, or actual or potential compensation or remuneration to you from, Chevron.

15. All notes, diaries, journals, recordings or other documents referring or relating to communications with any of the individuals referred to in your Declarations dated June 27, 2009; October 16, 2009, and/or December 7, 2009.

16. All documents stored on your iPhone or Ipod referring or relating to Chevron or TexPet.

17. All documents regarding the environmental remediation credentials and/or capabilities of the company Interintelg, S.A. or any company in which you have an ownership interest or by which you have been retained as an employee or consultant.

18. All documents referring or relating to companies you, directly or indirectly, incorporated in Ecuador or elsewhere during the last ten years.

• 19. All documents referring or relating to site inspections, the taking of soil, water, or other samples, and/or testing of soil, water, or other samples, conducted in connection with the Lago Agrio Litigation.

20. All documents referring or relating to environmental remediation activities conducted in the *Oriente* region of Ecuador by TexPet and/or subcontractors of TexPet.